



Plasmatec GmbH



## General Terms and Conditions for Contract Processing

### 1. In General – Scope of Applicability

All services rendered by OVE Plasmatec GmbH are subject to the following terms and conditions. We do not acknowledge any terms of the consignor that conflict with or deviate from our General Terms and Conditions, unless we have expressly accepted their validity in writing.

For all consignments, whether initiated verbally or in writing, our written confirmation is essential in every case. Oral agreements and other understandings must be confirmed by us in writing in order to be legally binding.

### 2. Prices and Quotes

Prices are subject to confirmation and are based on the status of the respective quote. If changes in costs (materials, energy, wages) should result in price discrepancies, we reserve the right to make corresponding adjustments at the time of invoicing. Pricing is in EURO only. Value-added tax is not included in our prices. On the date of invoicing, it will be charged separately on the invoice in the amount required by law. If we provide a quote, it is binding on us for a period of 30 days. With follow-up orders, we are not bound by the prices previously charged. We have the right to encrypt the names of the raw materials processed when providing a quote to the consignor.

### 3. Delivery Terms

Unless agreed otherwise, delivery of items processed by us takes place ex-works Weil im Schönbuch, with the consignor thereupon taking responsibility for all costs and assuming the risk of loss. We are not liable for delays in delivery, or for damages therefore, caused by interruption of operations (damages to equipment, shortage of materials, strikes, shortage of workers, illness, accident, and force majeure).

### 4. Payment Terms

Unless otherwise agreed in writing, our invoices are due and payable without deduction upon receipt or by the stipulated date. If payment is not made when due, we will charge default interest in the amount of 5% above the current base interest rate, pursuant to Section 288 of the German Civil Code (Bürgerliches Gesetzbuch).

### 5. Retention of Title

We are entitled to secure our claims by retaining items consigned to us until such time as these claims have been paid in full. With respect to items processed by us, we acquire a security interest therein until such time as all of our claims have been satisfied in full. In the event of a third-party levy, the consignor is to make such third party aware of our security interest and to inform us without delay by telefax of such levy. In the event it resells items processed by us, the consignor hereby assigns to us its claim to payment of the resale price in an amount equal to our claim.

### 6. Notice of Defects; Liability for Defects

Notices of defects must be made in writing without delay but not later than eight days after receipt of the items processed by us. The consignor must allow us the opportunity to inspect the asserted defect in the items processed by us prior to their further processing or installation. We are not liable for defects that have redressed by third parties without our consent. Claims regarding parts that have already been installed will no longer be accepted, and we are likewise not liable in this case.

Acknowledged, justified defects will be rectified by us at no charge. The shipping costs associated with this are for the account of the consignor upon delivery. Liability for damages during shipment is expressly precluded. For pieces rejected during processing, changes in shape, shortfalls, cracks, etc., up to 3% of the order amount will not be charged by us. Unless otherwise agreed in writing, inspection of delivered goods is not to include 100% verification of quantity but instead verification of the number of packaging units with respect to plausibility.

### 7. Warranty

We warrant only that surface processing will have been carried out properly and according to our standards on all items delivered pursuant to a consignor order. A more extensive warranty is precluded; in particular, we give no warranty with respect to character, composition, usability, marketability, or other qualities of the surfacing material used. The warranty period binding on us is one year and commences with the transfer of risk of loss.

### 8. Insurance

Items and goods stored with us for processing are not insured against damage from fire, water, tap water, storms, and hail. The consignor must cover these risks with its own insurance.

### 9. Place of Performance; Venue

Place of performance for all deliveries and payments is Weil im Schönbuch. Place of jurisdiction is Stuttgart.