General Conditions of Sale and Delivery

1. Scope of application

The terms and conditions below govern all supplies, services and offers of Poly-clip System GmbH & Co. KG. Invoices indicating Poly-clip System GmbH & Co. KG’s opposing party’s name, in addition, if any, are not incorporated herein even in the event of delivery and even in the absence of any reference.

These General Conditions of Sale and Delivery only apply to relations with businesses within the meaning of § 14 of the Civil Code (Bürgerliches Gesetzbuch - BGB).

2. Closing, scope of performance

2.1. Poly-clip System GmbH & Co. KG’s offers are non-binding in nature, especially as regards availability, quoted quantities, delivery periods and ancillary services.

2.2. The scope of Poly-clip System GmbH & Co. KG’s offers is set forth in the confirmation for a given order; these offer terms may only be additionally agreed upon in writing.

2.3. Instances of customary deviation from the scope of performance are admissible as long as they do not affect the fitness for the contractually intended purpose. Instances of deviation from special conditions or general commercial terms or statutory or technical standards put into effect after a given order is confirmed are admissible as long as they do not affect the fitness for the contractually intended purpose.

2.4. Poly-clip System GmbH & Co. KG may only effect partial delivery if and to the extent that the customer can use such deliveries for the contractually intended purpose, the supply of any remaining goods ordered by the customer, or the performance of any significant obligations as to payment or interest costs as a result.

2.5. Unless otherwise agreed otherwise, deadlines, including but not limited to delivery dates, are binding in nature only if confirmed as such in writing. Insofar as shipping has been agreed, deadlines and delivery dates refer to the point in time when goods are handed over to the shipper. Freight carrier or other third party charged with transportation.

2.6. In the event of Force Majeure or other events not attributable to Poly-clip System GmbH & Co. KG that could not have been foreseen at the time of closing, deadlines and delivery dates are uniform new item reflecting the ratio set forth in sentence 1.

3. Rates

3.1. If no fixed rates have been agreed, Poly-clip System GmbH & Co. KG will pay for services according to the rate schedule referenced and in effect at the time of ordering.

3.2. The customer, at its own risk, bears the costs of any delivery to the location of the Poly-clip System GmbH & Co. KG's property until payment of all secured claims has been made in full.

3.3. In cases in which reserved goods are processed along with other items, such processing is only after remedial performance has failed to remove the defect. The right of rescission vide Poly-clip System with notice of rescission or assert claims for damages on account of non-performance. Poly-clip System may demand performance in writing after the lapse of the grace period allotted by the customer so long as the customer has not previously given written notice of its opposition to remedial performance.

3.4. Even after the lapse of the warranty period, the customer must promptly notify Poly-clip System in the event that the warranty period has expired or that the goods are defective. The customer's statutory right of rescission is not affected.

5. Liability

5.1. Poly-clip System GmbH & Co. KG is liable without limitation for intentional misconduct and gross negligence. Poly-clip System GmbH & Co. KG is liable to the extent that it is in default in acceptance or becomes bankrupt.

5.2. In cases of limited liability, Poly-clip System GmbH & Co. KG's liability is limited to such damages and/or expenditures as the customer may have made in reliance upon Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing. Material contractual obligations are violated, is limited to such damages and/or expenditures as Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing.

5.3. The customer must store any reserved goods for Poly-clip System GmbH & Co. KG using commercial diligence, and it will invoice them at its own expense against fire, water and theft. The customer must have Poly-clip System GmbH & Co. KG's approval for any repairs, modifications or adjustments Poly-clip System GmbH & Co. KG has made in reliance upon such information or advice. Any losses Poly-clip System GmbH & Co. KG may suffer as a result of damages caused by the customer's incorrect or improper use of the goods, Poly-clip System GmbH & Co. KG's liability is limited to such damages and/or expenditures as the customer may have made in reliance upon Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing.

5.4. Poly-clip System GmbH & Co. KG's liability for damages, even to the extent that material contractual obligations are violated, is limited to such damages and/or expenditures as Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing.

5.5. In cases of limited liability, Poly-clip System GmbH & Co. KG's liability is limited to such damages and/or expenditures as the customer may have made in reliance upon Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing.

6. Warranty

6.1. Poly-clip System GmbH & Co. KG warranties the absence of material and legal defects from its supplies subject to the below provisions. Its liability for defects expires twelve months from the transfer of risk.

6.2. Poly-clip System GmbH & Co. KG's warranty obligations are contingent on the customer's satisfaction of its duty to examine goods and report defects. In cases of obvious defects, the customer shall be required to be raised within three calendar days from delivery. In cases of hidden defects, objections are to be raised within three (3) calendar days from discovery.

6.3. Objections based on defects must be made in writing and include a detailed description of the defect encountered.

6.4. Poly-clip System GmbH & Co. KG is entitled to an adequate grace period for remedial performance (re- pair or replacement). Poly-clip System GmbH & Co. KG is further entitled to make such modifications to the supplies or services as may be necessary as a result of defects, provided that the customer incurs no additional cost and no significant change is made to the contractually agreed performance. The customer will assist Poly-clip System GmbH & Co. KG with the removal of defects to a reasonable degree.

6.5. The spare parts introduced – i.e., supplied, installed or replaced – as part of Poly-clip System GmbH & Co. KG's warranty for defects are subject to the warranty period for the repaired object of purchase as well as the appropriate commencement thereof. They are not only subject to retention of title, replaced parts become the property of Poly-clip System GmbH & Co. KG.

6.6. In cases of limited liability, Poly-clip System GmbH & Co. KG's liability is limited to such damages and/or expenditures as the customer may have made in reliance upon Poly-clip System GmbH & Co. KG's information or advice, as well as those relating to providing advice, protection and care, which enable the customer to put the object of delivery to the contractually intended use or are designed to safeguard the life, limb or health of the customer. Any compensation for damages resulting from such defects as Poly-clip System GmbH & Co. KG may typically foresee at the time of closing.

6.7. The warranty lapses if and when the customer repairs, modifies or otherwise alters goods without Poly-clip System GmbH & Co. KG's consent or if Poly-clip System GmbH & Co. KG is not informed about any repairs, modifications or adjustments. Poly-clip System GmbH & Co. KG will not be liable for any additional cost incurred by the customer in such repairs, modifications or adjustments, thereby rendering the re- moval of defects impossible or unreasonably difficult, provided that doing so caused the defects to disappear.

6.8. The customer is obligated to identify its buyers to Poly-clip System GmbH & Co. KG, and Poly-clip System GmbH & Co. KG is required to notify Poly-clip System GmbH & Co. KG's statutory creditors about any purchase in the event that the customer is in default in accepting Poly-clip System GmbH & Co. KG's invoices. Poly-clip System GmbH & Co. KG's invoices are to be paid within twenty (20) days of the due date according to the invoice receipt.

6.9. In the event that a defect is Poly-clip System GmbH & Co. KG's fault, the customer may demand damages subject to the conditions specified in item 7, which applies accordingly to claims for damages subject to the conditions specified in item 7, which applies accordingly to claims for damages subject to the conditions specified in item 7.

6.10. Even after the lapse of the warranty period, the customer must promptly notify Poly-clip System GmbH & Co. KG's third parties about the goods that are the subject of any property right.