

**General Terms and Conditions of JEDI  
Kunststofftechnik GmbH, Eitorf**

**1 Scope of application**

1.1 All deliveries, services and offers of JEDI Kunststofftechnik GmbH (hereinafter referred to as "JEDI") shall be governed by these General Terms and Conditions. They are an integral part of all agreements entered into between JEDI and its contract partners (hereinafter referred to as "Customer") regarding deliveries and services offered by JEDI. They shall also apply to all future deliveries, services or offers to Customer, even if they are not agreed separately.

1.2 Terms and conditions of Customer or third parties will not apply, even if JEDI does not dispute their validity in individual cases separately. Even if the JEDI refers to correspondence which contains terms and conditions of Customer or of third parties or makes mention of such, this does not suggest any agreement to the validity of such terms and conditions.

**2 Offer and conclusion of contracts**

2.1 All offers made by JEDI are noncommittal and subject to change unless they are expressly marked as binding or contain a specific acceptance period. JEDI may accept orders or commissions within 14 days of their receipt.

2.2 The sole authoritative document for the legal relations between JEDI and Customer is the agreement concluded in writing, including these General Terms and Conditions. This fully reflects all agreements between the contracting parties on the object of the agreement. Verbal commitments made by JEDI before the conclusion of the agreement are not legally binding and oral arrangements between the contracting parties are replaced by the written agreement.

2.3 Supplements and modifications to the agreements reached, including these terms and conditions, require the written form to be effective. Excepted for executives or authorised representatives, JEDI's employees are not entitled to reach oral agreements which differ from this. Transmission by telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form provided that a copy of the signed declaration is transmitted.

2.4 Information provided by JEDI on the subject matter of the delivery or service (e. g. technical designations or other technical information and values, also in data sheets) as well as representations of the same (such as drawings and illustrations) are only approximately authoritative, unless usability for the contractually intended purpose requires exact conformity. They are expressly not guaranteed quality features, but descriptions or identifications of the delivery or service. Variations which are usual in the trade and discrepancies which ensue from statutory provisions or constitute technical improvements, as well as replacement of component parts by parts of the same standard, are permissible, unless they adversely affect the use for the purposes intended by the agreement.

2.5 JEDI does not warrant that the goods are suitable for use in the manufacture of an end product. Insofar as Customer requires a specific quality, a written agreement is to be reached on this, according to which JEDI expressly confirms the requested quality to Customer. Unilateral statements by Customer about the properties and characteristics of the goods (e. g. on orders or other correspondence from Customer) are not considered to be agreed qualities, even if JEDI does not expressly object to them in this respect. To this extent, the data (in

particular the JEDI data sheets available on JEDI's website) shall be considered as indicative values for the properties and characteristics of the goods in accordance with the first sentence above.

2.6 JEDI reserves the ownership or copyright of all offers and quotations submitted as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to Customer. Customer may not make these items accessible to third parties as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without the express written consent of JEDI. Customer shall at JEDI's request return these objects in full to JEDI and destroy any copies made if the negotiations do not result in the conclusion of an agreement. An exception to this is the storage of electronically provided data for the purpose of normal data backup.

**3 Prices and payments**

3.1 The prices shall apply to the scope of performance and scope of delivery specified in the order confirmations or, in the case of a binding offer, in the scope of deliveries and services specified therein. Additional or special services will be charged separately. The prices are in EUR plus the statutory value added tax at the rate applicable at the time of conclusion of the agreement.

3.2 Unless otherwise agreed, invoiced amounts are due for payment without any deduction to the account of JEDI stated in the invoice within 7 days of the invoice being issued. The receipt of payment by JEDI is authoritative for the date of payment. If Customer fails to pay in spite of a reminder, the outstanding amounts shall bear interest at 6% p.a., or 10% p.a. if Customer is an entrepreneur. The application of higher interest rate and additional damages in case of default remains unaffected.

3.3 Offsetting with counterclaims of Customer or the retention of payments by Customer because of such claims shall only be permissible to the extent the counterclaims are undisputed or have been legally determined.

3.4 JEDI is entitled only to make deliveries or provide services against prior payment or deposit if, after the conclusion of the agreement, circumstances become known to JEDI which are of a nature to considerably reduce Customer's creditworthiness and on account of which the payment of JEDI's outstanding demands from the relevant contractual relations (including those from other individual orders for which the same framework agreement applies) is put at risk.

**4 Delivery time/delay**

4.1 Unless otherwise agreed, deadlines and dates for deliveries and services promised by JEDI are non-binding and merely indicative.

4.2 JEDI is not liable for impossibility of delivery or for delays in delivery in so far as these have been caused by force majeure or other events which were not foreseeable at the time of concluding the agreement (e.g. operating disruptions of all kinds, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, workforce, energy or raw materials shortages, difficulties in procuring necessary official approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which JEDI is not responsible. As far as such incidents make delivery or service for JEDI difficult or impossible and the obstruction is not only of temporary duration JEDI is eligible to withdraw from the agreement. In case of obstacles of a temporary duration, the terms

for supplies and services will be extended or the delivery and completion deadlines will be postponed by the period of the obstruction plus an appropriate run-in period. In as far as acceptance of the delivery is unreasonable for Customer due to the delay, he shall be entitled to withdraw from the agreement by an immediate written declaration addressed to JEDI.

## **5 Place of fulfilment, dispatch, packaging, transfer of risks**

5.1 The place of fulfilment for all obligations arising from the contractual relationship is Eitorf, unless other arrangements have been made.

5.2 The goods are sold ex works JEDI, unless otherwise agreed.

5.3 The risk passes to Customer when the goods are taken over ex works JEDI. If shipment of the goods has been agreed and Customer has not taken care of the transport himself, the risk shall pass to Customer at the latest upon handover of the delivery item (whereby the beginning of the loading procedure shall count) to the haulier, freight forwarder or other third party appointed to deliver the goods. If the collection or, in the case of an agreed shipment, the shipment or delivery is delayed due to a circumstance Customer is responsible for, the risk shall pass to Customer from the date on which the delivery item is ready for collection or shipment and JEDI has notified Customer to this effect.

5.4 Customer shall bear all storage costs incurred as from the time of transfer of risk. By storage through JEDI, storage costs amount to 0.25% of the net invoice of the delivery items to be stored per beginning week. The right to claim further damages is reserved to JEDI. Customer shall bear responsibility to prove that no loss or less loss was suffered.

## **6 Warranty; obligation to give notice of defects**

6.1 In the event of material defects to delivered goods, JEDI shall, at its own discretion and within a reasonable period, be obliged and entitled to either rework the delivered goods or make a delivery of replacement goods. In the event of failure of the repair or replacement delivery, Customer may withdraw from the agreement or reduce the payment by an appropriate amount.

6.2 Warranty does not apply if Customer modifies the goods or has them modified by third parties without the consent of JEDI and which makes the correction of defects impossible or unacceptably difficult. In any case Customer has to bear the additional cost incurred for remedying defects caused by any such change.

6.3 A delivery of used goods agreed with JEDI in an individual case is made to the exclusion of any warranty for defects of quality and title.

6.4 The period of warranty is one year from delivery or, if an acceptance was agreed upon, the limitation period shall begin with the acceptance. Claims for damages owing to injury to life, to person or to health that are founded on a defect caused by negligent violation of duties by JEDI or by deliberate or negligent violation of duties by its legal representative or vicarious agents shall become statute-barred in accordance with the legal provisions.

6.5 The delivered goods must be carefully inspected immediately after delivery to Customer or to the third party designated by him. The goods shall be deemed to have been accepted by Customer with regard to apparent defects or other defects that could have been ascertained upon immediate and careful examination if

JEDI does not receive a written complaint within (seven) working days after delivery. With regard to other defects, the goods shall be deemed to have been accepted by Customer if the notice of defect is not received by JEDI within seven (7) working days after the time at which the defect became apparent. If, however, the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the start of the period for giving notice of defect.

6.6 If a defect is due to the fault of JEDI, Customer may claim damages in accordance with the provisions of Item 7.

## **7 Liability**

7.1 The liability of JEDI for damages is restricted - insofar as it is at fault - in accordance with the provisions set out below in this Item 7.

7.2 JEDI shall be liable for any damage incurred insofar as it is due to a breach of a material contractual obligation or to intentional or grossly negligent conduct on the part of JEDI, its legal representatives or vicarious agents. Should a fundamental contractual obligation indeed be violated in a negligent manner, the liability of JEDI is limited to the contractually typical foreseeable damage. An essential contractual obligation is given in the case of obligations the fulfilment of which makes the proper performance of the agreement possible in the first place or on the observance of which Customer has relied and was entitled to rely.

7.3 Any and all liability for damages beyond this is excluded. Liability for culpable injury to life, limbs or health in accordance with the statutory provisions shall not be affected by that. This also applies to mandatory liability under the Product Liability Act.

7.4 Insofar as JEDI provides technical information or acts as an advisor and this information or advice is not part of the contractually agreed scope of services owed by JEDI, this is done free of charge and to the exclusion of any liability.

## **8 Retention of title**

8.1 The goods delivered by JEDI to Customer remain the property of JEDI until full payment of all current and future claims of JEDI. The goods as well as the goods covered by the retention of title which replace them according to the following provisions are hereinafter referred to as "goods subject to retention of title".

8.2 Customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business as long as no enforced recovery event arises (Item 8.7). Pledging and assignment as security are not allowed.

8.3 If the goods subject to retention of title are processed by Customer, it is agreed that the processing is carried out in the name and on behalf of JEDI as a manufacturer and that JEDI acquires direct ownership or - if the processing is of material from several owners or if the value of the processed item is higher than the value of the goods subject to retention of title - partial ownership (fractional ownership) of the newly created item. In cases where no such acquisition of ownership on the part of JEDI takes place, Customer henceforth transfers to JEDI its future ownership or, proportionately as above, co-ownership of the newly created item. If the goods subject to retention of title are connected with other goods to a single object and if one of the other goods can be seen as the main part, the contractual partner assigns - as far as the main part belongs to the contractual partner - the joint title in the single object to JEDI in the relation stated in sentence 1.

- 8.4 In the case of resale of the goods subject to reservation of title, Customer shall assign now for reasons of security the demand against the acquirer arising from this - in the case of co-ownership of the JEDI in the goods subject to reservation proportionally in accordance with the share of co-ownership - to JEDI who hereby accepts this transfer of ownership.  
The same shall apply to any other claims that take the place of goods subject to retention or otherwise accrue with respect to these goods, e.g., insurance claims or tort claims resulting from loss or destruction of goods subject to retention. JEDI revocably authorises Customer to collect the claims assigned to JEDI in its own name. JEDI may only revoke this authorisation for collection in case of realisation.
- 8.5 If third parties take hold of the goods subject to retention, in particular by way of pledge, Customer has to advise immediately of the property of JEDI and also to inform JEDI to enable the assertion of the property rights. If the third party is not in a position to indemnify JEDI for judicial or extrajudicial costs incurred in connection with such proceedings, Customer shall be liable for such costs to JEDI.
- 8.6 Upon request, JEDI shall release at its discretion the goods subject to retention of title and the commodities that take their place or any claims assigned, insofar as their value exceeds by more than 50% the amount constituted by secured claims. The selection of items to be released thereafter is JEDI's responsibility.
- 8.7 If the Customer breaches the agreement, particularly in the event of non-payment of the purchase price when due, JEDI has the right to cancel the agreement in accordance with the statutory provisions and/or require return of the goods subject to retention of title ("realisation case"). If Customer does not pay the due remuneration, JEDI can only assert these rights if JEDI has previously and unsuccessfully set Customer a reasonable deadline for payment or if such a deadline is dispensable according to legal provisions.

## **9 Final provisions**

- 9.1 Amendments and supplements to the agreement concluded between JEDI and Customer must be in writing. Amendments and supplements to these terms and conditions are only effective if they are confirmed in writing by JEDI.
- 9.2 If Customer is a merchant, a legal person under public law or an asset under public law or does not have a general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all possible disputes arising from or in connection with the business relationship between JEDI and Customer is Eitorf.
- 9.3 The agreement concluded between JEDI and Customer, including these general terms and conditions, is subject to the law of the Federal Republic of Germany, excluding any reference to other legal systems and international treaties. The application of the Uniform Law on the International Sales of Goods (CISG) shall be excluded.
- 9.4 Insofar as the agreement or these General Terms and Conditions contain loopholes, legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the agreement and the purpose of these General Terms and Conditions if they had known about the loophole.