

## GENERAL CONDITIONS OF SALE

PLÜMAT Plate und Lübeck GmbH & Co KG,  
PLÜMAT Maschinenbau Vertriebs GmbH,  
PLÜMAT Engineering GmbH,  
PLÜMAT Packaging Systems GmbH,  
PLÜMAT Asia/Pacific GmbH,  
S.-D. David Plate + F. Lübeck GbR,  
Arthur Plate GbR  
Pluemat Machinery Trading (Beijing) Co. Ltd.,  
Colpitt B. V.

### § 1 General, Scope

(1) The present General Conditions of Sale (GCS) shall apply to all business relations with our customers ("Buyers"). The GCS shall apply only if Buyer is an enterprise in accordance with Section 14 German Civil Code, a corporate entity under public law, or a special fund under public law.

(2) The GCS shall apply in particular to contracts concerning the sale and/or supply of movables ("Goods"), regardless of whether we produce the Goods ourselves or buy from external suppliers (Sections 433, 651 German Civil Code). Unless otherwise agreed, the GCS in the version valid at the time of customer's order or, alternatively, in the version last communicated to the customer shall constitute a framework agreement for similar future contracts without any obligation on our part to refer to the GCP in each individual case.

(3) These GCS shall apply exclusively. Any deviating or opposing or supplementary general terms and conditions of Buyer shall become an integral part of the Contract only if and when we expressly confirm their validity in writing. The foregoing requirement shall apply in each and every case, for example even if we deliver to Buyer without reservation, although we are aware of Buyer's general terms and conditions.

(4) Individual agreements made with Buyer in individual cases (including subsidiary agreements, supplements, and amendments) shall always take precedence over these GCS. A written contract or, respectively, our written confirmation shall be binding with regard to the content of such agreements, unless there is evidence to the contrary.

(5) Material representations and notifications required to be made to us by Buyer after conclusion of Contract (e.g. setting of deadlines, payment reminders, notice of rescission of Contract or reduction of the purchase price) shall be submitted in writing in order to be valid.

(6) Any reference to the applicability of statutory provisions is made for the avoidance of doubt only. Therefore, statutory provisions shall apply even without such clarification unless these GCS directly modify or expressly exclude application of such statutory provisions.

### § 2 Conclusion of Contract

(1) Our offers are non-binding and subject to change without notice. This also applies in case we have loaned to Buyer any catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documentation – including in electronic form – in which we reserve proprietary rights or copyright.

(2) The ordering of Goods by Buyer is deemed a binding offer of contract. Unless otherwise stipulated by the order we shall be entitled to accept such offer of contract within two (2) weeks of receipt thereof.

(3) Acceptance can be made in writing (e.g. by order confirmation) or by delivery of the Goods to Buyer.

(4) For the scope of delivery or performance our written order confirmation shall be binding. If such confirmation is not expressly given, the execution of delivery or performance or the delivery note issued by us shall be deemed to constitute the order confirmation.

### § 3 Delivery Time and Default in Delivery

(1) The delivery time, which may be agreed to be binding or non-binding, is agreed in each case or, respectively, stated by us upon acceptance of the order. The binding agreement of a delivery time shall always require the written form.

(2) The delivery time shall commence at the earliest on dispatch of the order confirmation but not before the customer has met all obligations for which it is responsible, e.g. the provision of documentation, permits, and approvals to be procured by the customer, and not before all commercial and technical queries have been clarified (in particular in respect of suitable sample material) and the agreed down payment has been received. The delivery period shall be suspended as long as the customer has not met its contractual obligations in full.

(3) If, for reasons beyond our control, we are unable to adhere to binding delivery periods (non-availability of service), we shall notify Buyer immediately, at the same time stating the estimated new delivery time. If the service continues to be unavailable during the new delivery period, we shall be entitled to withdraw from the Contract in whole or in part; we shall reimburse any counter-performance already rendered by Buyer without delay. Non-availability of service in the above context shall be deemed to be in particular the failure of our suppliers to honour their obligations in due time if we have concluded a congruent hedging transaction, if neither we nor our supplier is at fault, or if we are not under a procurement obligation in a particular case.

(4) The occurrence of our default in delivery shall be governed by the statutory provisions. However, Buyer shall be required to issue a reminder in each case. If we are in default of delivery, Buyer is entitled to claim lump-sum compensation for damages caused by delay. The liquidated damages for each completed calendar week of delay shall be 0.5 per cent of the net price (delivery value) but shall not exceed five (5) per cent of the delivery value of the Goods affected by the delay. We reserve the right to prove that Buyer suffered no damage or that the damage incurred is substantially lower than the aforementioned lump sum.

(5) Buyer's rights in accordance with § 8 of the present GCS and our statutory rights, in particular in the event of exclusion of performance obligation (e.g. due to the impossibility or unreasonableness of performance and/or supplementary performance), shall remain unaffected.

### § 4 Delivery, Passing of Risk, Acceptance Procedure, Default of Acceptance

(1) Delivery shall be ex works, which shall also be the place of performance for the delivery and any supplementary performance. At Buyer's request and expense the Goods may be sent to a different place of destination (sale to destination according to Buyer's instructions). Unless otherwise agreed we shall be entitled to determine the manner of shipment (in particular the carrier, routing, and packaging).

(2) The place of performance for the delivery and any supplementary performance shall be Espelkamp/Germany. The risk of accidental destruction of the machine shall permanently pass to the customer in accordance with the agreed delivery terms (CIF/CIP Incoterms 2010), i.e. in case of shipment CIP at the supplier's factory with transfer of the machine to the carrier stipulated by the supplier or, in case of shipment CIF, upon completion of loading on board ship.

(3) If Buyer is in default of acceptance, fails to satisfy its obligations to cooperate or if our delivery is delayed for other reasons for which Buyer is responsible, we shall be entitled to compensation for the resulting damages, including additional expenses (e.g. storage costs). In that case we shall charge lump-sum compensation in the form of liquidated damages to the sum of 0.5 per cent of the net price for each full calendar week, the sum total of which, however, shall not exceed five (5) per cent of the net price of the delayed Goods, commencing with the delivery period – or, in the absence of an agreed delivery period – commencing on notification that the Goods are ready for dispatch. This shall not affect our right to prove higher damages and/or our statutory rights (in particular

reimbursement of additional expenses, reasonable compensation, termination of contract); however, the above lump sum shall be offset against any further monetary claims. Buyer shall be at liberty to prove that we incurred no damage or damages that are substantially lower than the aforementioned lump sum.

(4) PLÜMAT shall be entitled to make part deliveries or render part performance and – insofar as this is notified in advance – to make early deliveries. If the Customer defaults in the performance of any duty to cooperate (see Clause VI.1) or has not accepted even a partial delivery (SAT acceptance in accordance with §6 of the present GCS) PLÜMAT shall be entitled – on expiry of a two (2) week extension period – to take any measures which may be necessary and practicable and to store or dispatch the Contract Goods at the Customer's expense and risk, to withdraw from the overall agreement or parts thereof and to claim damages instead of continuing to perform the entire Contract or parts thereof. PLÜMAT's right to sell the Goods shall remain unaffected.

## § 5 Prices and Terms of Payment

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of Contract shall apply; these are ex works and exclusive of freight, packaging, unloading, customs clearance, insurance, assembly, other ancillary costs, and value added tax applicable on the day of delivery. These items shall be specified on the invoice. Any customs duties, charges, taxes, and other public levies shall be paid by Buyer.

(2) Unless expressly otherwise agreed, installation work shall be charged on the basis of time spent and costs incurred, and invoiced according to our charges for installation valid at the time. The agreed charges are net and exclusive of value added tax applicable at the time.

(3) All fees are calculated without deduction of any tax at source or other withholding taxes established by foreign tax authorities or other public authorities and/or are owed due to legal provisions (hereinafter referred to in total as Withholding Taxes). Provided the customer is liable to pay withholding taxes the customer shall nevertheless pay PLÜMAT the full agreed fee. PLÜMAT will provide appropriate support to customers in any application for the reimbursement of withholding tax in which case the customer shall indemnify PLÜMAT against any costs that may be incurred in this matter.

(4) The time worked and the work performed shall be acknowledged as received by the Customer upon presentation of the relevant documentation by the installation engineer. On completion of the installation work, the Customer shall issue confirmation of acceptance to the installation engineer on a pre-printed form. Our invoice for installation shall be issued on completion of the work; we are entitled to issue interim invoices for longer jobs. All invoice amounts are due and payable without deduction upon receipt of invoice. Payments may not be withheld because of, or set-off against, any counterclaims by the Customer if these counterclaims are disputed by us.

(5) We are entitled to increase our prices in proportion with any increases in the costs of wages and/or materials which occur after acceptance of Contract, but not within four (4) months after acceptance of Contract or where a binding written fixed-price arrangement has been made.

(6) Installation work and services and deliveries of spare parts and all payment obligations under orders placed by Plümat Packaging Systems GmbH are payable upon receipt of invoice by the Customer. In the absence of any other express agreement, payments shall be made without deduction after invoicing for the account of PLÜMAT in accordance with the following:

- 40 % due with Purchase Order
- 50 % on completion of the factory acceptance/FAT at Supplier's plant in accordance with the Plümat FAT certificate before shipment from the Supplier's plant
- 10 % after successful completion of acceptance at Buyer's plant at the place of use (SAT/Site Acceptance Test) in accordance with the Plümat SAT certificate, but no later than 30 days after the date of the bill of lading and/or of the FRC (Forwarder's Certificate of Receipt).

(7) Buyer shall be deemed in default of payment upon expiration of the above-mentioned payment deadline. Interest at the statutory default rate of interest applicable at the time shall be payable on the purchase price. We reserve the right to claim additional damages for default. Our right to claim post-maturity interest against a business enterprise (Section 353 German Commercial Code) shall remain unaffected. We shall furthermore be entitled at our own discretion to temporarily suspend further deliveries or services until such time as all due payments have been made in full.

(8) Notwithstanding any stipulations by the Customer to the contrary, PLÜMAT is entitled to offset payments initially against the Customer's older debts, i.e. first against costs incurred, then against interest and finally against the principal amount.

(9) Buyer shall be entitled to rights of setoff and retention only insofar as Buyer's claim is undisputed and/or finally adjudicated. In the event of defective delivery, Buyer's counter-rights, in particular in accordance with § 7 (6) Sentence 2 of the present GCS, shall remain unaffected.

(10) If it becomes apparent after conclusion of Contract (e.g. as a result of an application for the commencement of insolvency proceedings) that our entitlement to payment of the purchase price is at risk due to Buyer's inability to perform, we shall be entitled – after setting a deadline if applicable – to withdraw from the Contract in accordance with the statutory provisions on the withholding of performance (Section 321 German Civil Code). If the Contract is for the production of non-fungible Goods (custom-made items), we shall be entitled to declare withdrawal immediately; this shall not affect the statutory provisions governing the dispensability of setting a deadline.

(11) We accept bills of exchange and cheques only as conditional payment, reserve all rights in relation thereto and do not guarantee timely presentation. Payment shall be deemed to have been made only when we are in possession of the funds. In the case of payments by cheque, payment shall be deemed to have been made once the cheque is cashed and credited to our account.

(12) An agreement may be made between PLÜMAT and the Customer obliging the Customer to open a letter of credit at its own expense at a bank accepted by PLÜMAT. In this case it is agreed that the letter of credit shall be opened in accordance with ERA [Uniform Guidelines and Practice for Commercial Documentary Credits] (Version 1993, ICC Publication No. 600).

If the Customer does not meet its payment obligations on the due date, PLÜMAT may – without waiving any rights or renouncing any claims to which it may be entitled – at its discretion either cancel the Contract, temporarily suspend any further deliveries and performance or charge interest on arrears in accordance with Clause 5.6 until such time as full payment has been made. It is the Customer's responsibility to prove that the delay in payment has resulted in no damage or less damage.

(13) At the end of each year, PLÜMAT may notify the Customer of outstanding amounts from the current year. Objections because of inaccuracies or incompleteness of this notification must be raised by the Customer no later than four (4) weeks after receipt of the notification. Failure to object within that period shall be deemed to constitute approval of the notification of confirmation of the amounts due and payable.

## § 6 Acceptance

Every machine requires to be accepted by the Customer. Acceptance comprises the following steps: (i) Factory Acceptance Test (FAT) at the supplier's site, (ii) Site Acceptance Test (SAT) at the Customer's site. In all other respects the statutory provisions governing contracts for works and services shall apply unless the Contract or the present GCS provide otherwise; the provisions regarding contracts for works and services form the jurisdictional basis for the SAT acceptance.

## § 7 Retention of Title

(1) We retain the right of ownership in the Goods sold until such time as all our current and future claims under the Purchase Contract and an ongoing business relationship (secured claims) are paid in full.

(2) The retention of title shall in particular apply to any tools specially made for a Customer. These tools will be used only for the Customer's Contracts as long as the Customer meets its payment and purchase commitments. PLÜMAT's storage obligation ceases two (2) years after the final delivery for which the tool was used. PLÜMAT shall notify the Customer prior to any destruction, reworking/conversion/alteration or other utilization of the tool.

(3) If, on the basis of a separate written agreement, the Customer is to assume ownership of the tools, title shall pass to the Customer only after the purchase price for the tools has been paid in full. The tools may be stored by PLÜMAT instead of being transferred to the Customer. PLÜMAT is entitled to retain exclusive ownership and to use the tools for their intended purpose until a minimum number of products as agreed have been purchased and/or until a specified period of time has expired, irrespective of the Customer's legal claim for possession and irrespective of the life of the tools. PLÜMAT's responsibilities with regard to storage and care of the Customer's tools and/or tools lent by the Customer shall be limited to the level of care exercised in its own business. The costs of maintenance and insurance of the tools shall be paid for by the Customer. PLÜMAT's duty in this respect shall cease if the Customer does not collect the tools once the work is finished and after being requested to do so. PLÜMAT has a retaining lien over the tools until the Customer has met its contractual obligations in full.

(4) PLÜMAT shall retain ownership of the delivered packaging material until it has been paid for in full. For current invoices the retaining lien serves to secure the outstanding balances owed to PLÜMAT. PLÜMAT shall acquire co-ownership in the packaging produced and filled by the Customer at the ratio of the invoice value of the delivered packaging material to the value of the filled packaging. If the filled packaging is sold on, the counterclaim for this delivery to a third party is deemed to have been assigned preferentially to PLÜMAT in accordance with the co-ownership ratio. If the value of the aforementioned security exceeds the total claims against the Customer by more than 10 per cent, PLÜMAT shall, at the Customer's request, release such security at its sole discretion.

(5) Any Goods subject to retention of title may neither be pledged to third parties nor assigned as security unless payment has been made in full. Buyer shall notify us immediately in writing of any application for the opening of insolvency proceedings or insofar as third parties seize or attach (e.g. distraint) Goods that are our property.

(6) In the event of breach of contract by Buyer, in particular failure to pay the due purchase price, we shall be entitled to withdraw from the Contract in accordance with the statutory provisions or/and to demand the return of the Goods on account of our retention of title. Any request for surrender of the Goods shall not be deemed to constitute a declaration of withdrawal from the Contract; on the contrary, we shall be entitled to demand only the surrender of the Goods whilst reserving the right to withdraw from the Contract in future. If Buyer fails to pay the purchase price that is due, we shall be entitled to assert the above rights only if we have previously unsuccessfully set Buyer a reasonable deadline for payment or if setting a period is not required under the statutory provisions.

(7) Until revocation in accordance with (c) below, Buyer shall be entitled to resell and/or process the Goods in the ordinary course of business subject to retention of title. In this case the following provisions shall apply in addition:

(a) The retention of title shall extend to any products arising from the processing, mixing, or combination of our Goods at their full value, in which case we shall be deemed to be the manufacturer. In the event that the third party's title continues to exist during the processing, mixing, or combination with third-party goods, we shall acquire joint ownership proportional to the invoice value of the processed, mixed, or combined goods. The provisions which apply to Goods delivered subject to retention of title shall also apply to any products generated as above.

(b) Buyer already assigns to us in full or, respectively, in the amount of any co-ownership share in accordance with the above paragraph, any claims against third parties arising from resale of the Goods or the product as

stipulated above. We herewith accept such assignment. Buyer's obligations as set forth in Paragraph 2 shall also apply to the assigned claims.

(c) Besides ourselves, Buyer shall also be entitled to collect receivables. We undertake to refrain from collecting the receivables as long as Buyer meets its payment obligations to us, there is no inability to perform on Buyer's part, and we do not exercise our right of retention by exercising a right pursuant to Paragraph 3. However, if this is the case we shall be entitled to demand that Buyer discloses the assigned receivables and their debtors, provides all particulars required for collection, surrenders the relevant documents and notifies the debtors (third parties) of the assignment. In addition, we shall be entitled in this case to revoke Buyer's authority to resell and process Goods which are subject to retention of title.

(d) In the event that the realizable value of the collateral exceeds our claims by more than ten (10) per cent, we shall at Buyer's request release collateral at our discretion.

(8) All Contract Goods which are subject to retention of title shall be insured by the Customer at the Customer's expense, in particular against fire and theft. All claims against the relevant insurer in respect of the goods and materials which are subject to retention of title are hereby assigned to PLÜMAT. PLÜMAT hereby accepts this assignment.

### § 8 Buyer's Claims for Defects

(1) Unless otherwise specified below, the statutory provisions shall apply to Buyer's rights in respect of material defects and defects in title (including incorrect or short delivery, and improper assembly or inadequate installation instructions). The special statutory provisions governing the ultimate delivery of Goods to a consumer (right of recourse against supplier pursuant to Sections 478, 479 German Civil Code) shall remain unaffected.

(2) Our liability for defects is primarily based upon the agreement made in respect of the quality of the Goods. The agreement governing the quality of the Goods is deemed to entail all product descriptions that are the subject of the individual contract; it is irrelevant whether the product description is provided by Buyer, by the manufacturer, or by ourselves.

(3) Insofar as the quality has not been agreed, an assessment of whether or not a defect exists shall be made pursuant to the statutory provisions (Section 434 (1) Nos. 2 and 3 German Civil Code). However, we shall not be liable for any public announcements made by the manufacturer or any other third party (e.g. promotional statements).

(4) Buyer's claim for defects shall require Buyer to have met its statutory obligations regarding inspection and reporting of defects (Sections 377, 381 German Commercial Code). If a defect is found during the inspection or at a later date, we must be notified immediately in writing. Immediately is deemed to mean that the defect is reported within two (2) weeks, whereby the aforesaid period shall be deemed to have been complied with if the report is dispatched in due time. Without prejudice to this obligation to inspect and report defects, Buyer shall notify any obvious defects (including incorrect or short delivery) in writing within two (2) weeks of the date of delivery, whereby the timely dispatch of such notice shall suffice to meet the deadline. If Buyer fails to perform the proper inspection and/or reporting of defects, we shall not be liable for any defect that has not been reported.

(5) If the delivered Goods are defective, we shall initially be entitled to choose whether to remedy the defect (subsequent improvement) or deliver non-defective Goods (replacement delivery). Our right to refuse supplementary performance pursuant to the statutory requirements shall remain unaffected.

(6) We shall be entitled to make the performance owed by us to remedy the defect conditional upon Buyer paying the due purchase price. However, Buyer shall be entitled to withhold a reasonable part of the purchase price proportionate to the defect.

(7) Buyer shall allow us the necessary time and opportunity to provide the subsequent performance owed; in particular Buyer shall surrender the Goods subject to a complaint for the purpose of inspection. In the event of substitute delivery, Buyer shall return the defective Goods to us pursuant to the statutory provisions. Subsequent performance shall entail neither dismantling of the defective Goods nor their reinstallation if we were not originally obliged to perform such installation.

(8) Any expenses required for the inspection and subsequent performance, in particular transport costs, road tolls, labour costs and costs of materials (but not dismantling and installation costs) shall be borne by us if an actual defect is present. Otherwise we shall be entitled to demand from Buyer reimbursement of any costs incurred by us as a result of any unjustified demand for the remedy of defects (in particular inspection and transport costs) unless the absence of any defectiveness was not obvious to Buyer.

(9) In urgent cases, e.g. risk to operational safety or in order to avert disproportionate damages Buyer shall be entitled to remedy the fault itself and to claim from us reimbursement of any expense that is objectively required for this. We shall be advised without delay and, if possible, in advance of any such self-remedy. The right to self-remedy does not exist if we would be entitled to refuse subsequent performance under the statutory provisions.

(10) If subsequent performance fails or the reasonable deadline to be set by Buyer has elapsed unsuccessfully or is not required under the statutory provisions Buyer may either withdraw from the Contract or reduce the purchase price. However, the right of withdrawal shall not apply in case of insignificant defects.

(11) Even in the event of defects, Buyer may claim for damages or, respectively, reimbursement of wasted expenditure only as specified in § 8; all such claims shall otherwise be excluded.

#### § 9 Other Liability

(1) Unless otherwise specified in the present GCS including the provisions below, we shall be liable in the event of a breach of our contractual or non-contractual obligations pursuant to the statutory provisions.

(2) We shall be liable for damages – for whatever legal reason – within the scope of fault-based liability in cases of intent and gross negligence. In the event of ordinary negligence we shall be liable pursuant to the statutory provisions (e.g. the due care and diligence which we exercise in our own affairs), subject to a more lenient liability criterion, only

(a) for damages resulting from injury to life, body, or health,

(b) for damages resulting from the not inconsiderable breach of a material contractual obligation (obligation whose proper fulfilment constitutes a sine qua non for execution of the Contract and compliance with which the other party regularly relies on and is entitled to expect); in this case, however, our liability shall be limited to compensation for the foreseeable damage that should typically be expected.

(3) The limitations of liability resulting from Paragraph 2 shall also apply in the event of breaches of duty by or, respectively, in favour of persons whose culpability we are responsible for under the statutory provisions. They shall not apply if we have maliciously failed to disclose a defect or have assumed a warranty for the condition of the Goods and for any Buyer's claims under the product liability law.

(4) Buyer may withdraw from or cancel the Contract on the grounds of a breach of duty that is not due to a defect only if we are responsible for the breach of duty. Buyer's right to withdraw from or cancel the Contract without cause (in particular pursuant to Sections 651, 649 German Civil Code) is excluded. Otherwise the statutory provisions and legal consequences shall apply.

(5) In the case of third party products, our liability for defects is limited to the assignment of claims which PLÜMAT makes against the supplier of the third party products. In the event that the Customer cannot assert its rights

with regard to the defects against the supplier, PLÜMAT shall assume responsibility to the extent stipulated in these General Terms & Conditions.

(6) PLÜMAT shall not be responsible for any non-material deviation from the agreed quality or for non-material impairment of usability or for damage arising for the following reasons:

- a) inappropriate and improper use;
  - b) faulty assembly/installation or, if applicable, incorrect commissioning by the Customer or third parties;
  - c) non-compliance with PLÜMAT's operating or service/maintenance instructions;
  - d) alterations to products or parts thereof by the Customer or third parties
  - e) natural wear and tear;
  - f) incorrect or careless treatment, in particular excessive stress;
  - g) unsuitable production equipment and facilities;
  - h) replacement materials;
  - i) poor and inadequate building work or unsuitable building ground;
  - j) chemical or electrical influences;
- unless these reasons are caused by PLÜMAT, in which event PLÜMAT shall be responsible for intent or gross negligence only.

(7) The personal liability of PLÜMAT's legal representatives, vicarious agents and employees for any damage caused by them as a result of ordinary negligence is excluded.

#### § 10 Technical Documentation, Industrial Property Rights, and Data Protection

(1) If the business partner supplies drawings, mock-ups, or samples for the purpose of executing the Contract, any infringement of third-party industrial property rights shall be the business partner's responsibility.

(2) If a third party invokes its property rights and prohibits Plümat from making use of same, Plümat shall be entitled – without any obligation to review the factual and legal situation – to discontinue its deliveries and services. The business partner shall be notified thereof without delay. The business partner shall indemnify Plümat for any claims arising from copyright, trademark rights, or patent rights, unless such infringement is Plümat's responsibility.

(3) Unless otherwise agreed in writing, only Plümat shall be entitled to apply for industrial property rights in any inventions and samples made for performance of the Contract by Plümat, even if the business partner was involved in the development.

(4) The business partner shall be entitled to make use of any inventions and samples with no limitation as to time and/or geographic location according to the above provision for the purpose and content of the Contract made with Plümat. This usage right shall be deemed covered by the agreed remuneration.

(5) Plümat reserves all property and copyright in the cost estimates, drafts, design proposals, data carriers, software and similar documentation supplied by Plümat. Such items may be made available to third parties only with Plümat's express prior written consent. This shall pertain in particular to any documentation that is marked "Confidential".

(6) Plümat herewith informs the business partner that its personal data is processed, stored, and transmitted solely for the purpose of implementing the Contract and for customer management and will not be disclosed to third parties beyond such purpose. Upon placing the order, the business partner agrees to the electronic processing, storage and transmission of its data for contractual purposes.

#### § 11 Confidentiality

(1) All information is deemed to be "Confidential" that is communicated by Plümat or its associated companies in the course of contractual negotiations or in the execution of the Contract and which relates to the subject matter of the Contract, to Plümat or its associated companies and which prior to this was neither publicly accessible to the business partner

nor available to the business partner or its associated companies without any obligation to confidentiality.

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(2) Information shall no longer be deemed confidential if it has been made publicly available without a breach of confidentiality or has been communicated to the business party lawfully by third parties without any obligation to confidentiality.

(3) The business partner shall keep all confidential information strictly confidential and shall neither disclose, distribute, make available to third parties nor publish such information. The business partner shall restrict access to such confidential information only to those managing directors, employees, or consultants who need to know such information for the execution and processing of the Contract and shall place this group of people under a corresponding obligation to confidentiality.

(4) At Plümat's request and/or in the event that an offer made by Plümat is not accepted, the business partner and its associated companies shall return all confidential information communicated in material form and all copies made thereof without delay. Electronic files shall be destroyed in such a way that they cannot be recovered.

(5) The business partner's obligations under the confidentiality obligation shall cease for each individual piece of confidential information ten (10) years after the respective disclosure.

#### **§ 12 Period of Limitation**

(1) Notwithstanding Section § 438 (1) No. 3 German Civil Code the general period of limitation for claims for material defects and defects of title shall be one (1) year from delivery. Insofar as an acceptance procedure has been agreed the period of limitation shall commence upon such acceptance.

(2) However, in the event that the Goods constitute a building or an object that, in conformity with its customary manner of utilization, has been used for a building and has caused the defectiveness thereof (building material), the period of limitation shall be five (5) years from delivery pursuant to the statutory provisions (Section 438 (1) No. 2 German Civil Code). Other statutory special provisions in respect of periods of limitation (in particular Section 438 (1) No. 1; (3); Sections 444, 479 German Civil Code) shall also remain unaffected.

(3) The aforesaid periods of limitation pursuant to the law governing the sale of goods shall also apply to Buyer's contractual and non-contractual claims for damages which are attributable to a defect in the Goods unless the application of ordinary statutory limitation (Sections 195, 199 German Civil Code) would result in shorter periods of limitation in individual cases. However, Buyer's claims for damages pursuant to Section 8 (2) No.1 and No. 2(a) and pursuant to the product liability law shall become statute-barred only in accordance with the statutory periods of limitation.

#### **§ 13 Applicable Law and Legal Venue**

(1) The present GCS and the contractual relationship between ourselves and Buyer shall be governed by the law of the Federal Republic of Germany, including also international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the sole place of jurisdiction for any disputes – including any international disputes – arising directly or indirectly from the contractual relationship shall be our legal domicile in Espelkamp/Germany. The same shall apply if Buyer is a company within the meaning of Section 14 German Civil Code. However, in all cases we shall be entitled to lodge an action at the place of performance of the delivery obligation in accordance with the present GCS or, respectively, any overriding individually negotiated terms or at Buyer's general place of jurisdiction. The foregoing shall not affect overriding statutory provisions, in particular those in respect of exclusive judicial competence.