

**Standard Terms
and Conditions of Delivery
and Payment of
Coroplast Harness Technology
Sp. z o.o. sp. k.**

I. Definition, scope

1. The following Standard Terms and Conditions shall not apply vis-à-vis consumers.
2. Solely the following Standard Terms and Conditions shall apply. Any conflicting or deviating terms and conditions of the orderer shall only be recognized by Coroplast Harness Technology Sp. z o.o. sp. k. (hereafter referred to as Coroplast) in the event of these terms and conditions have expressly been agreed to by Coroplast in writing.
3. Any agreements or ancillary agreements deviating from these terms and conditions shall not be valid, unless they are confirmed in writing by Coroplast.
4. These Standard Terms and Conditions shall also apply to future contracts.

II. Offers - offer documents, confirmation of orders

1. If the order is to be qualified as a bid within the framework of art. 66 §1 Polish Civil Code i.e. if it defines its essential provisions, Coroplast shall be entitled to accept it within 4 weeks. The provisions on implied acceptance of an offer stipulated in art. 68² Polish Civil Code shall not apply.
2. Coroplast shall retain all property rights and copyrights for images, drawings, calculations and other documents. This

shall also apply to written documents which are designated as "confidential". Any disclosure to third parties shall require the express written consent of Coroplast.

3. A delivery contract shall only be deemed to have been entered on a written confirmation of the order and no later than upon delivery. If Coroplast can prove through the submission of a transmission report that it forwarded a declaration by fax or data transmission, it shall be assumed that the orderer received said declaration.
4. If Coroplast uses teleservices or media services for the purpose of concluding a contract, the orderer waives communication of the information stipulated in art. 66¹ §2 Polish Civil Code as well as confirmation of receipt of his order in accordance with art. 66¹ §1 Polish Civil Code. Any orders transmitted electronically shall not be deemed to be received unless they have been called up and opened by Coroplast. Coroplast reserves the right to delete orders without opening them.

III. Delivery schedule

1. In the event of a delivery schedule having been issued the period for acceptance shall be 12 months beginning with the day the order has been confirmed in the event of no other agreement having been made in writing.
2. At the end of a period the remainder of stock may be delivered.
3. In the event of a delivery schedule without specifications concerning duration, amounts and dates of delivery, Coroplast can claim a binding specification on these points at the latest 3 months after confirmation of the order.

IV. Prices - terms of payment

1. The basis for the pricing shall be the price lists of Coroplast applicable at the time of confirmation of the order. On this basis the raw material values in accordance with Clause V shall be calculated, too.
2. All prices quoted by Coroplast shall be deemed to be ex-Coroplast delivery works plus value added tax applicable at the time of billing, without packaging, freight and customs duties; the latter shall be billed separately. Coroplast reserves the right to have the delivery and billing carried out by any delivery works. If the delivery is made in hired containers (cases or other reusable packagings), these must be returned without delay free works; otherwise the containers shall be billed at cost price or at the return shipment costs incurred by Coroplast.
3. Price alterations shall be admissible if more than four months lie between the conclusion of the contract and the delivery date agreed upon. If salaries and wages, material costs or market unit prices increase thereafter up to completion of the delivery, Coroplast shall be entitled to increase the price in a reasonable manner in line with cost increases. The orderer shall only be entitled to rescind the contract, if the price increase exceeds the increase in general costs of living between the order and the delivery dates in a considerable manner.
4. If the orderer is a merchant, a public law entity or a special federal fund, price changes shall be admissible under the aforementioned provisions if there are more than six weeks between the conclusion of the contract and the delivery date agreed upon with reservation of Act of 29 January 2004 on Public Bidding Law.
5. For small orders Coroplast reserves the right to bill an appropriate mark-up. Unless otherwise agreed upon, payments shall become due upon delivery and no later than on receipt of the invoice. With reservation as to the rejection of credit granting, invoices must be paid net within 30 days of the date of invoice. Notwithstanding this provision Coroplast shall be entitled, at any time, to make a delivery dependent on concurrent payment without stating any reasons. If there are good and sufficient grounds, Coroplast may demand advance payment and/or cash-on-delivery shipment or the opening of a letter of credit.
6. Cheques and bills of exchange shall only be accepted on account of performance. Moreover, bills of exchange shall only be accepted subject to prior agreement and to their discounting. Discount charges and interest must be remunerated.
7. The day of receipt of payment shall be deemed for all means of payments to be the day on which Coroplast or third parties, which have a claim against Coroplast, may dispose of the amount.
8. The orderer shall not have any offsetting rights unless his counter-claims have been established in a final and conclusive manner and are uncontested or recognised by Coroplast. Moreover, the orderer shall be entitled to exercise a right of retention to the extent that his counterclaim is uncontested and based on the same contractual relationship.
9. All payments must be made to Coroplast and not to a representative of Coroplast.
10. Representatives shall not be entitled to collect sums due unless they can

submit a corresponding power of attorney.

11. In the event of default of payment by the orderer, Coroplast shall be entitled to retain all deliveries or services.
12. In the event of cessation of payments, executions against the orderer or an application for the initiation of insolvency proceedings, all accounts receivable shall become immediately due for payment.

V. Metal quotations and calculation

1. The copper value shall be determined by the prices for electrolytic copper wire bars on the date of delivery, corresponding to the quotation of the non-ferrous metal processors (DEL quotation) as published on a daily basis; plus procurement costs in the amount of 1% of the respective DEL quotation serving as a billing basis.
2. If the latter deviates from the copper basis stated in the price list or in the offer, prices shall be increased or decreased according to the copper number per 1000 meters. Copper mark-ups or mark-downs shall also be net without any discounts.

VI. Retention of title

1. In accordance with art. 589 of Polish Civil Code Coroplast shall retain title to the delivery items until receipt of all payments under the business relationship with the orderer.
2. The assertion of the retention of title and the pledging of the delivery items by Coroplast shall not be deemed to be a rescission of the contract unless expressly declared in writing by Coroplast.

3. The orderer shall be entitled to resell the delivery items in the ordinary course of business. It shall likewise retain title vis-à-vis its customers until full payment by the customers. In the case the orderer doesn't retain title vis-à-vis its customers, the orderer is obliged to cover all Coroplast's damages related to above. The orderer shall already now assign all accounts receivable to Coroplast in the amount of the purchase price (including value added tax) agreed between Coroplast and the orderer which arise for the orderer as a result of reselling, regardless of whether the delivery items are sold on with or without processing. The orderer shall be entitled to collect these accounts receivable after their assignment. The right of Coroplast to collect the accounts receivable itself shall not be affected; Coroplast undertakes, however, not to collect the accounts receivable as long as the orderer properly meets his payment obligations and is not in default of payment. If the orderer is, however, in default of payment, Coroplast may require the orderer to disclose his assigned accounts receivable and debtors, to make all information available, which is necessary for collection, to submit the corresponding documents and to inform the debtors (third parties) about the assignment.
4. The processing or transformation of the goods by the orderer shall always be for Coroplast. If the delivery items are processed together with other items which do not belong to Coroplast, Coroplast shall acquire co-ownership of the new item in the proportion of the value of the delivery items to the other processed items at the time of processing.
5. If the delivery items are mixed in an inseparable manner with other items

which do not belong to Coroplast, Coroplast shall acquire co-ownership of the new items in the proportion of the value of the delivery items to the other mixed items. The orderer shall hold the co-owned items in safe custody for Coroplast.

6. The orderer may neither pledge nor transfer the delivery items by way of security. In the event of attachment or seizure or other disposals by third parties, the orderer shall inform Coroplast without delay and provide it with all information and documents which are necessary for it to secure its rights. Enforcement officers and/or third parties must be informed of the property rights of Coroplast.
7. Coroplast undertakes to release the collaterals to which it is entitled when requested by the orderer insofar as the realisable value of the collaterals exceeds by more than 20% the accounts receivable to be secured. Coroplast shall select the collaterals to be released.

VII. Deliveries, delivery period, delivery quantities

1. Periods of delivery shall be inhibited by a rearrangement or change of article desired by the client. The period shall recommence again when the changes have been approved by the orderer.
2. Compliance with agreed dates of delivery and performance shall presuppose that all technical issues have been clarified and payments or other obligations of the orderer have been made and/or fulfilled in due time. If this is not the case, the period of time shall be extended in a reasonable manner.

3. Coroplast shall deliver the contractual goods to the orderer in accordance with its delivery possibilities.
4. Partial deliveries shall be admissible provided that they do not result in any disadvantages in terms of use.
5. If delivery is delayed on the instigation of the orderer, the goods shall be held in safe custody at Coroplast at the risk and expense of the orderer.
6. The delivery period shall be extended in the event of force majeure, strike, inability to perform without attributable negligence as well as unfavourable weather conditions for the period of hindrance.
7. If the orderer is in default of acceptance or if he violates any other duties to cooperate, Coroplast shall be entitled to process first orders of third parties and to extend the delivery period in an appropriate manner. Notwithstanding any more extensive claims, Coroplast shall be entitled to demand compensation for the corresponding damage caused to it, including any additional expenditure.
8. For specific customer products or products not stocked, Coroplast reserves the right to deliver 10% more or less.
9. In the event of reworked goods, solely the weights and qualities determined by the reworking company shall be valid.

VIII. Default in delivery

1. If Coroplast defaults in delivery, the orderer shall have a claim to payment of flat-rate damages. The latter shall be laid down at 0,5% of the purchase price for each full week of default without, however, exceeding 5%.

2. If Coroplast defaults in respect of a partial delivery, these flat-rate damages shall be calculated on the basis of the purchase price for parts not yet accepted.
3. The orderer shall lose his claim to flat-rate damages if he fails to assert such damages within six months from the time when delivery should have been made.
4. The assertion of any damage caused by delay in performance exceeding flat-rate damages shall be excluded, unless such default is caused by Coroplast intentionally or by gross negligence or if the damage caused by default is the consequence of an essential contractual violation or if a default caused injury to life, body or health.

IX. Shipment - passing of risk

1. Unless otherwise laid down in the confirmation of order, delivery "ex works" shall be deemed to have been agreed. Shipment shall be at the risk and for the account of the orderer. This shall also apply to return shipments.
2. Packing material shall be invoiced at cost price. Container and wagon rents shall be borne by the recipient.
3. If Coroplast is obliged under any respective law regulations to take back the packaging used for transport and/or sale, the orderer shall bear the costs for the transport back and the reasonable costs of utilisation or, if this is possible and considered as purposeful by Coroplast, the reasonable costs which arise on top for the reuse of the packaging. The orderer undertakes and confirms upon the placement of his order vis a vis Coroplast to direct any packaging, which is not sent back, to utilisations

stipulated under the German Packaging Ordinance.

X. Proprietary rights

1. The orderer undertakes to inform Coroplast immediately of proprietary rights asserted by third parties concerning the supplied products and to let Coroplast assume legal defence at its expense. Coroplast shall be entitled to carry out the necessary alterations following proprietary right assertions of third parties at its own expense, even for goods already supplied and paid.
2. If a third party prohibits Coroplast to produce or deliver by referring to an industrial and/or intellectual property right, Coroplast is – in the case of Coroplast not being legally responsible for the infringement – entitled to cease production and delivery until the legal situation has been clarified between the orderer and the third party. In the event of the continuation of the order no longer being reasonable for Coroplast due to the delay, Coroplast shall have the right to withdraw from contract.
3. The orderer guarantees that all services and goods provided by him in carrying out this contract are free from industrial and/or intellectual property rights of any third party. The orderer shall indemnify Coroplast insofar from all legal claims of any third party whatsoever.
4. Drawings and samples the orderer has provided Coroplast with will be sent back only on orderer's demand. If no request has been made by orderer within two months after the offer, Coroplast is entitled to destroy the said items.

5. Drafts and proposals for construction of Coroplast may only be imparted with Coroplast's written consent.

XI. Warranty / damages / liability

1. If a product is specified, it shall be deemed to be without material defects, if recognised tolerances due to manufacturing are complied with.
2. Coroplast must immediately be notified and given notice of obvious defects. In the event of a defect for which Coroplast is responsible, Coroplast shall, at its option, proceed to either subsequent improvement or replacement delivery. In the event of subsequent improvement, Coroplast shall be obliged to bear all expenses incurred in respect of the remedying of the defect and, more particularly, transport costs, shipping costs, labour and material costs, insofar as these costs are not increased by the fact that the subject matter of the purchase is transported to a place different from the place of performance.
3. If subsequent performance fails, the orderer shall be entitled to demand damages in accordance with the provisions hereinafter as well as a reduction of the corresponding compensation for this order and rescind the contract. If the orderer granted Coroplast an appropriate period for subsequent performance, it may demand damages instead of performance and/or reimbursement of expenses in accordance with the provisions hereinafter.

Insofar as the subject matter of purchase or the work performed lack a warranted or guaranteed property, Coroplast shall be liable under the statutory provisions.

4. If Coroplast is not responsible for specific defects, warranty claims shall be excluded unless a warranted property is lacking. Moreover, warranty claims and rights of recourse of the orderer shall be excluded if the orderer has not remedied a defect by an appropriate specialised workshop/service point, unless the orderer can prove that a specialised workshop/service point would have carried out the repair in the same way.
5. Coroplast is liable according to statutory law when the orderer makes claims for infringements of human life, health or physical injuries.
6. Coroplast is furthermore liable according to statutory law in the event of damages having been caused due to intent or gross negligence of Coroplast itself or its auxiliary persons.
7. Coroplast shall be liable under the statutory provisions if Coroplast culpably violates an essential contractual obligation; in this case the obligation to pay damages shall be restricted to foreseeable, typically arising damage.
8. Moreover, Coroplast shall also be liable under the provisions on dangerous product liability.
9. As for the rest, damage claims for any reason whatsoever shall be excluded, apart from default damage regulated in a different clause. Coroplast shall, more particularly, not be liable for damage not caused to the delivery item itself.

XII. Spare parts

Coroplast shall not be obliged to supply any spare parts after the expiration of the warranty period, unless a corresponding written agreement has been entered into between Coroplast and the orderer.

XIII. Construction, tools

1. The troublefree suitability of the construction and the material of the parts to be manufactured by Coroplast shall be determined by the tests and trials of the orderer. All proposals, construction drawings and other documents made available to the orderer by Coroplast, shall remain the property of Coroplast and may not be disclosed to third parties without Coroplast's written consent. Coroplast shall have the sole right to use these construction drawings and any tools and/or equipment manufactured on their basis. The orderer shall be liable for the legality of the use of drawings, sketches, models etc. sent to Coroplast.
2. Models, moulds, dies, extrusion tools, installations and other operating equipment shall be invoiced separately. They shall remain the property of Coroplast even if a portion of the cost was invoiced.

XIV. Coroplast's right to withdrawal

If an unforeseen event Coroplast is not responsible for changes the economical significance or the content of the contractual services considerably or has considerable effects on Coroplast's business and if after conclusion of the contract the promised service turns out to be impossible to render for Coroplast at no fault of Coroplast, Coroplast shall have the right to withdraw partly or completely from contract. Coroplast shall not have the said right to withdrawal when this is not economically bearable for the orderer. This clause does not affect further statutory rights to withdrawal.

XV. Place of performance, place of jurisdiction, applicable law, miscellaneous

1. Unless expressly otherwise agreed, the registered office of Coroplast shall be the place of performance.
2. The place of jurisdiction shall be the competent court at the place of business of Coroplast. Coroplast shall, however, be entitled to sue the orderer also before any other admissible court.
3. The present standard terms and conditions shall be exclusively governed by Polish law.
4. Should a provision of these terms and conditions or part of such a provision be or become invalid, the remaining provisions and/or the remaining part of the provision shall remain valid.
5. The contractual language shall be German. If the contracting partners use any other language, the German wording shall prevail.
6. The orderer gives the consent to the processing his personal data by Coroplast due to execute the order as well as in marketing purposes connected with his activity pursuant to the provisions of Polish Act of 29 August 1997 on Protection of the Personal Data.

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