

GENERAL TERMS FOR THE ACQUISITION OF SERVICES

1. RELEVANT REGULATIONS

1.1 If a supplier provides services to or for us or delivers a purchase object to us ('ProTec') (referred to jointly as 'Services'), then the legal relationship between the supplier and us is determined in accordance with these regulations if the supplier is not a consumer. Consumers are natural persons who enter into a relationship with us outside any commercial or professional activities.

1.2 General terms and conditions of the supplier that differ from these regulations are only valid if we recognise them expressly in text form.

1.3 If a framework agreement is concluded then these regulations are also valid for all individual transactions resulting from this, even if they are not agreed separately.

2. CONTRACT AGREEMENT, CONTRACT CONTENTS

2.1 Offers, their acceptance, other binding agreements or modifications of the same must be in written form in order to be valid, whereby fax or e-mail suffice.

2.2 The supplier's offer is binding for 30 days. Any offer made by us is binding for seven days. If an acceptance or order confirmation differs from an offer then this deviation must be clearly stated.

2.3 The purchasing department is authorised to acquire services and relevant correspondence and exchange of communications must be carried out exclusively with it.

2.4 If the subject of the service is a machine then the supplier must also provide operating instructions and technical documentation that must comply with the requirements of the valid version of the European machinery directive (2006/42/EC) and the corresponding European harmonised norms; this documentation is included in the agreed remuneration and must be delivered with the machine. It must be produced in English and in the language of the country where the machine is to be used according to the contract; the same is true for the operating language on the machine display.

2.5 Any authorisations, certificates and tests that are necessary for the implementation of the contract or provision of the services must be provided by the supplier in good time wherever ProTec is not responsible for this.

2.6 The supplier should prepare replacement parts for the service for at least ten years after agreement of the contract in case we make subsequent orders. If the supplier intends to end this provision before this time then he or she must inform ProTec of this fact six months before ending provision and must make a suggestion for the provision of a reasonable and equivalent alternative.

2.7 Technical documents, operating instructions or similar documentation that the supplier is contractually obliged to provide must be submitted at acceptance or at the transfer of the service at the latest.

3. SOFTWARE

3.1 If the service includes the delivery of software then the following regulations also apply.

3.2 Supplier will grant ProTec non-exclusive, temporally and geographically unlimited usage rights for use of the contractual service.

3.3 The software is machine readable on standard data carriers and must be supplied with user documentation.

3.4 For software that has been produced especially for ProTec the usage rights are exclusive and also extend to all conceivable uses including modification, further development, duplication and the granting of subsidiary usage rights. The source code for this kind of software must also be supplied.

3.5 The services of the supplier in accordance with this item are compensated with the agreed remuneration.

3.6 The supplier's obligation to perform in accordance with this item is only fulfilled once the full software documentation has been delivered.

4. PROPERTY, THIRD PARTY PROPERTY RIGHTS

4.1 ProTec retains all property and third party property rights to objects transferred to ProTec in the course of the contract implementation, e.g. drawings, models, forms or machines. They may only be used to execute the relevant contract.

4.2 If ProTec provides materials or parts to perform the service then their processing to an object that is not our property is carried out in our name. We acquire partial ownership of the object to the value of our material or parts as a proportion of the entire object.

4.3 The validity of an extended or expanded retention of title on the basis of a clause in the general terms and conditions of the supplier is excluded.

4.4 The supplier guarantees that the service does not violate any third party rights, even in the event of disposal to another party. If a third party justifiably asserts these rights then the supplier will release ProTec from such claims except if he or she is not responsible for them.

5. DELIVERY, TRANSFER OF RISK, CONTRACTUAL FINES

5.1 Delivery dates and deadlines are binding contractual deadlines. If the supply realised that the agreed dates cannot be upheld then he or she must inform ProTec of this fact immediately in text form.

5.2 If the supplier provides a performance then the risk is transferred to ProTec at acceptance. If a purchase object is delivered then the service and transfer of risk take place in accordance with DAP (Incoterms 2010). If the service is shipped then the risk is, however, not yet transferred when it is passed to the person specified for the shipping; § 447 of the German civil code is waived.

5.3 The supplier is not entitled to early or partial delivery without discrepant agreements.

5.4 If the supplier defaults then we are entitled to demand a contractual fine of 0.2% of the agreed net payment, to a maximum of 5% of the agreed net payment, for each day of delay. Further claims for compensation remain reserved. The supplier is entitled to prove that lesser damage was caused. We reserve the right to assert the contractual fine until we pay the final invoice.

5.5 The service is delivered with appropriate and safe packaging. The packaging is disposed of at the discretion of ProTec and is included in the agreed remuneration.

5.6 Each delivery must include a delivery note with the full order details, particularly with the order number.

6. ACCEPTANCE

6.1 The following acceptance rules are valid for performances. Otherwise the law is valid.

6.2 A formal acceptance will take place. An acceptance report must be produced, which is signed by the parties.

6.3 A formal acceptance can take place in the absence of the supplier if the date has been agreed or ProTec has issued the invitation with sufficient notice and the supplier is responsible for his or her absence. ProTec must provide the supplier with a one-sided acceptance certificate if he or she requests this.

6.4 Partial acceptances are possible if the parties reach to a separate agreement.

7. PRICES, TERMS OF PAYMENT

7.1 The agreed remuneration is a fixed price. Apart from cases of frustration of contract no one-side adjustments are possible, e.g. within the scope of a price adjustment clause. Item 7.4 remains unaffected.

7.2 The remuneration is stated in Euros and statutory VAT will be added.

7.3 Invoices must be produced with the full order details, particularly the order number.

7.4 The remuneration becomes due for purchase objects at

transfer and receipt of a verifiable invoice or for performances at acceptance, resolution of all substantial defects and receipt of a verifiable invoice as follows: payment is made within 14 days with 3% discount, within 21 days with 2% discount or 60 days net.

7.5 The costs for packaging, taxes, customs, excise and other fees incurred for export or import within the scope of the fulfilment of services will be paid by the supplier.

7.6 The payment date is the day when our bank receives the payment order from us.

7.7 ProTec does not make any cash payments, to anonymous accounts, to several accounts or several recipients, to accounts in tax havens, to accounts in other countries than the registered headquarters of the supplier or to accounts in names other than that of the supplier.

8. MATERIAL DEFECTS

8.1 ProTec can demand their choice of resolution of the defect or provision of a defect-free service if one of the two is not unreasonable for the supplier.

8.2 The warranty period is

- Three years for delivery of a purchase object or a performance, the success of which lies in the manufacture, maintenance or modification of an object or in the provision of planning or monitoring services for the same, where the following coating is relevant.
- Five years for a structure, an object that has been used for a structure in accordance with its normal use and that has caused its defective nature or a performance, the success of which lies in the provision of planning or monitoring services for a structure, and
- Otherwise three years, whereby the dates must be calculated here in accordance with §§ 195ff. BGB.

The statutory warranty limit for real property rights in accordance with § 438 section 1 no. 1 BGB and in the event of malicious intent by the supplier in accordance with §§ 438 section 3 BGB, 634a section 3 BGB remains unaffected. Item 9 remains unaffected for compensation claims.

8.3 The location of subsequent performance and its cost are calculated on the basis of the location of the correct use of the service. If this location differs from the delivery or acceptance location of the service named in the contract then ProTec must communicate this to the supplier at the delivery or acceptance at the latest.

8.4 If the supplier delivers a purchase object, the correct use of which is in a different object, e.g. if it is installed in another object, then our period of investigation within the scope of § 377 HGB only begins with the initial operation of this other object, except if the purchase object from the supplier can be tested on its own. Our complaint period for the reporting of a defect within the scope of § 377 HGB is at least one week from the objective determination of a defect.

8.5 If a service comprises several parts or components of the same type and if a material defect occurs on more than 10% of these parts or components then this is a serial defect. In this event it is assumed that this material defect has also occurred in the other parts or components. In this event the supplier must exchange all of these parts and components (including the others) free of charge at ProTec's request or resolve the defects. ProTec is also entitled to withdraw from the entire service. The supplier is entitled to prove that the serial defect has not occurred on the other parts or components or that one of the activities in section 3 is unreasonable for him or her.

9. LIABILITY OF PROTEC

9.1 ProTec is liable without limitation

- In cases of intent or gross negligence,
- In cases of culpable damage to life, limb or health,
- On the basis of compulsory liability.

9.2 If ProTec culpably damages a substantial contractual obligation (i.e. an obligation that allows achievement of the contractual purpose and upon which the customer regularly relies), then its liability is limited to damage that is typical for this contract and foreseeable, where there is no unlimited liability in accordance with item 9.1.

9.3 Otherwise ProTec's liability is excluded.

9.4 The statutory period of limitation is valid for claims under item 9.

9.5 The liability regulations listed under item 9 are also valid for the vicarious agents and legal representatives of ProTec.

10. FOREIGN TRADE, EXPORT, PROOF OF ORIGIN

10.1 The supplier must produce, free of charge, suitable, lawful and full proofs of origin for the service or parts thereof, as required by ProTec, at the latest by delivery and/or acceptance.

10.2 The supplier must declare the chemical composition of his or her service, stating the CAS or EC number and the materials where these materials are listed in the following regulations: the list of European harmonised norms, guidelines (WEEE and RoHS) and directive (EC) no. 1907/2006 (REACH directive) in the valid version of each.

10.3 The supplier must immediately communicate whether the service or the parts thereof require an export licence, particularly in accordance with the Foreign Trade Law and the Dual Use Directive (428/2009/EC) in the valid version of each and provide the necessary information.

10.4 The services of the supplier in accordance with this item represent contractual obligations. The obligations are satisfied with the agreed remuneration.

11. INSURANCE OBLIGATION

The supplier undertakes to take out operations and product liability insurance at a standard level and to maintain this for as long as ProTec claims could arrive from the contractual service, particularly until the end of the warranty periods. The supplier will prove the insurance protection to ProTec on demand.

12. CONFIDENTIALITY

12.1 The supplier undertakes to keep confidential all commercial and technical operational and business secrets of ProTec of which he or she becomes aware through the business relationship, and to only utilise the information in order to execute the this business relationship and not to provide the information to third parties without prior authorisation from ProTec.

12.2 This obligation is not valid if the relevant information was already known to the supplier or the public beforehand, the supplier is complying with a legal or official obligation to disclose the information or ProTec foregoes the confidentiality of the information in writing.

12.3 The confidentiality in accordance with this item continues to be valid after termination of the business relationship between the parties.

12.4 The supplier must process personal data from ProTec in accordance with the legal requirements, particularly the basic regulation regarding data protection and the Federal Data Protection Act.

13. CHOICE OF LAW, COURT OF JURISDICTION

13.1 The law of the Federal Republic of Germany is valid exclusively for disputes arising from and in connection with these conditions and the contract agreed between the parties to the exclusion of the UN Sales Convention (CISG).

13.2 The location of the ProTec headquarters is agreed as the only responsible court of jurisdiction if the parties are businesspeople.

14. ASSIGNMENT; OFFSETTING; DETERIORATION OF FINANCIAL POSITION

14.1 The supplier is not entitled to assign his or her claims against us without prior written consent. § 354a of the Commercial Code remains unaffected.

14.2 The supplier may only offset our claims with his or her own claim if the latter is undisputed or has been established in law. The same is valid for the rights of retention of the supplier.

14.3 If the financial position of the supplier deteriorates or if such deterioration is imminent, so that the fulfilment of the contract is seriously threatened, then we are entitled to with-

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draw from the part of the contract that has not been fulfilled. If we have no interest in the part of the contract that has been fulfilled then we are also entitled to withdraw from the entire contract.

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