

SALES AND DELIVERY CONDITIONS

1. General

Where not otherwise specified, orders will be accepted exclusively at our conditions. We shall not be bound by the purchase conditions of the buyer, even if we do not object to them explicitly. Orders and agreements will be binding for us only after our written confirmation. Quotes remain subject to change.

2. Prices

Orders will be invoiced at the prices valid on the day of delivery, provided that fixed prices have not been agreed expressly.

3. Dispatch – Delivery period

All deliveries are ex works against invoice and for the risk of the buyer, including for agreed freight free deliveries. We retain the right of up to 10% deviation from the order quantity. With printed articles we will deliver whatever the printed run is.

The delivery period starts with the day of the order confirmation, however not before clarification of all execution details. In the case of delay the buyer must allow us an appropriate period for completion. Damage claims due to non-performance or delay are excluded.

Events of force majeure entitle us to delay delivery by the duration period of the hindrance and a suitable run-up time, or to withdraw from the contract because of the non-fulfilled portion of the contract. All circumstances which have major detrimental effects on deliveries or make them completely impossible are deemed equal to a case of force majeure.

4. Performance

The can dimensions are nominal dimensions (diameter x height, length x width x height). No guarantee is given for a certain volume or weight. Specified tin thickness will be complied with as far as possible.

The compliance with foreign protective rights and copyrights, identification regulations etc. including those for designs delivered by us are the responsibility of the buyer. He is solely responsible for the infringement of those rights and regulations and must release us from all such claims by third parties.

We will attempt to match the prescribed colours exactly for printed or varnished articles, however we cannot expressly guarantee the compliance due to technical print reasons.

Designs, printing plates, embossing stamps and other means required for the fulfilment of the order will only be charged pro rata and therefore remain our property even after payment of the amount. They may be used as samples for third parties only with our express authorisation. Designs and drawings will be invoiced if no order is placed.

5. Technical Support and Information

Our technical instructions and all information regarding resistance and quality of our products are founded in our latest knowledge, based on laboratory tests and practical experience. They are not binding and do not release the customer from the obligation to check the suitability of our products for the intended purpose with the first use as well as with subsequent modifications of the original purpose or filling material by appropriate testing procedures.

6. Transactions

With confirmed orders which will be fulfilled in several on-call orders, the duration shall be six months if not agreed otherwise. The orders should be placed on-call so that we have at least two weeks available as delivery date. Faults or delays with a part delivery do not entitle the orderer to withdraw from the remainder of the order.

Upon non-contractually correct execution of the transaction we will be entitled to forward the non-called quantity to the buyer, or to invoice it as delivered and demand payment, or to withdraw from the contract without reminder to accept delivery, resp. to claim damages due to no-performance. In the interest of our company we are entitled to withdraw from the purchase contract at any time without giving reason.

7. Notice of defect

Objections must be indicated in writing within 14 days of receipt of the goods. This also applies to hidden defects, for which the goods are to be inspected immediately. Objections regarding the quality must be made known prior to processing or use of the goods.

With faults which we acknowledge, we can either allow an appropriate reduction in price or take the faulty goods back and replace them or re-imburse the value of the goods. Claims can only be made when the reject part of these defects exceeds 1% of the total order quantity with round packages and 2% with non-round

packages. Any further going claims of any kind, in particular damage claims, are excluded.

The notice of defect expires at the latest one month after written rejection by us.

8. Payment

The invoiced amount is due 30 days after the issue date of the invoice. If payment is made within 14 days after the date of issue, a discount of 1.5% is granted. A discount deduction on new invoices is excluded when older, due invoices are still outstanding. If the buyer defaults on the payments all outstanding invoices shall become due for payment immediately.

9. Retention of title

All goods delivered by us, both paid and unpaid, remain our property as long as we have claims against the buyer from business relations. This also applies to taking the claim into a current invoice and after striking a balance.

In case of working with or processing the delivered goods, we shall become co-owners in accordance with § 950 BGB (German Civil Code) without any obligations arising for us from this.

It is taken as agreed that the buyer allows us co-ownership in the proportion of the value of our goods under reserve plus the processing value, to the value of the filling goods and the other packaging means.

We shall become co-owners of the new, movable assets in the sense of § 950 BGB or of the uniform item created either through combination or mixing in accordance with §§ 947, 948 BGB. In any case the buyer will store the items without charge to us.

The buyer is entitled to sell the goods under reserve for us within the scope of a proper business arrangement in his own name. He is instructed to secure our rights for the sale of goods under reserve on credit. The buyer shall transfer his claims from this sale to us now. We will accept this transfer. Upon our request, the vendor must disclose the debtors of the transferred claims to us and to inform the debtors of the transfer.

The buyer must inform us immediately and hand over all documents necessary for an intervention in the case of an execution of the goods under reserve by third parties, or the claims transferred in advance, or any other infringements.

We agree to release the securities due to us in accordance with the above conditions, according to our choice upon request by the buyer, insofar as their value exceeds the claims to be secured by more than 20%.

10. Packaging

The palettes and containers (including accessories) must be returned to us immediately, crates, boardings and other packaging at the latest within four weeks in good condition and freight paid. They will be credited at the invoiced price after receipt. When the date is exceeded, our packaging invoice will be due immediately. With loan packaging we are entitled to request return of our packaging materials at any time and to invoice them upon non-return. Paper or cardboard packaging is excluded from return.

11. Place of performance and place of jurisdiction

Place of performance for all mutual claims from this contract is the registered office of our company, Limburg, Stiftstraße 2. Place of jurisdiction for all claims and obligations arising from the delivery is Limburg. We are entitled to file a claim against the buyer at his general place of jurisdiction.

12. Invalidity of a provision

If one of the provisions or a part of it from these provisions is invalid, the validity of the other provisions is not affected by it.