



General Conditions of Purchase - Updated: December 2008

1. Applicability

Our conditions of purchase exclusively apply. Delivery and payment terms which contradict or differ from our conditions of purchase will not be accepted by us, except in cases where we have approved such terms in writing. Our conditions of purchase also apply in cases where we accept your delivery without any reservations and in knowledge of the contradicting or differing delivery and payment terms.

2. Orders

2.1 Offers submitted by you shall be free of charge.

2.2 Orders, agreements or modifications are only binding if effected or confirmed by us in writing. Unless agreed otherwise in the orders, your silence within a period of 10 working days from the date of our order denotes the acceptance of our order.

3. Shipping and Passage of Risk

3.1 Goods shall be shipped by you according to our shipping instructions to the shipping address indicated by us. A notification of dispatch shall be submitted in duplicate for each individual consignment to the respective shipping address on the day of dispatch. The notifications of dispatch, consignment notes and package markings must all bear the purchase order number, the request number, the receiving department and other comments requested with the order.

3.2 The relevant goods shall remain at your risk until receipt of the delivery at the place of performance.

3.3 You shall bear the consequences of false, incomplete or delayed freight documents. In case of non-fulfilment of the foregoing provisions, we are entitled to refuse the delivery.

3.4 You shall be liable for any damages and costs which are the result of improper shipping (e.g. demurrage, shunting costs, etc.). Excepted are cases where you can prove that neither you nor your vicarious agents are responsible for the improper shipping.

3.5 We are not liable for the costs of any transport insurance.

4. Delivery Periods, Delivery Dates

The term of delivery indicated in the orders is binding. Should it become apparent that you will not be able to meet an agreed delivery period or date, you must inform us immediately in writing, stating the reasons for and the expected duration of the delay. In case of a delay in delivery we are entitled to the statutory claims.

5. Prices

5.1 Prices indicated in the orders are binding on you. These prices are net prices, i.e. they do not include the applicable value added tax.

5.2 Unless agreed otherwise in writing, prices include the price of delivery ("frei Haus"), including packaging. The return of packaging requires a separate agreement. In the exception that a price is agreed „ex works“, „ex warehouse“ or „excluding packaging“ we will only be responsible for the most favourable freight charges or packaging costs.

6. Invoicing and Payment

6.1 Invoices shall be submitted in duplicate for every order separately and must display the purchase order number. You shall be responsible for all consequences of non-compliance with these obligations, unless you can prove that you are not responsible for such non-compliance.

6.2 Payments shall be effected according to the conditions given in the order.

6.3 Payment of invoices does not imply a waiver of warranty claims in regard to the delivery. A later notice of defects is not excluded by such payment.

6.4 We are entitled to rights of offset or retention according to the statutory provisions. You are only entitled to rights of offset or retention against us if the claims are either undisputed or res judicata.

7. Transfer of Duties

Without our prior written consent, you are not entitled to transfer the execution of the agreement or your contractual claims under it to third parties, whether in full or in part.

8. Liability for Defects

8.1 You shall be liable that your delivery is of the agreed quality, fulfils the intended use, complies with recognised technical standards and is not in any way defective as to impair the value, merchantability or fitness for the normal or pre-destined use and is free from the rights of third parties.

8.2 We will be fully entitled to any statutory claims relating to defective goods. In addition, we are entitled, in our sole discretion, to claim remedy of any defective goods and/or delivery of non-defective replacement goods. We expressly reserve the right to claim damages in relation to any defective goods, especially the so called „compensation in lieu of performance“ („Schadensersatz statt der Leistung“).

8.3 We are entitled to conduct the remedy of defects at your costs in case of imminent danger or particular urgency. With judicial authority we are entitled, also without a final, non-appealable judgment, to have the remedy of defects conducted by a third party in case of imminent danger or particular urgency.

8.4 The period of limitation for dealing with material or legal defects is 36 months, beginning with the time of passage of the risk.

8.5 In case of the rectification of any defect, the period of limitation for dealing with material defects in any rectified goods will start running anew with the completion of the rectification; in case of rectification of defect by means of delivery of spare parts, this shall only be applicable for the spare parts. If the spare parts are constitutive parts of the entire object that is being manufactured or delivered by you, the period of limitation for dealing with material defects will start running anew for the entire object.

8.6 We are obliged to examine the delivery in a reasonable period of time for eventual discrepancies in quality or quantity. Our notifications of defect are in time if they have been made within 10 working days, starting with receipt of the delivery and, in the case of concealed defects, starting with their discovery.

9. Place of Performance, Legal Venue and Applicable Law

The place of performance for all deliveries and performances is the seat of the respective receiving centre. Exclusive place of jurisdiction is the respective seat of Klöckner Pentaplast Schweiz AG. We are also entitled to sue you at your general legal venue. The legal relationship between us and you shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

10. All deliveries have to be delivered conform to REACH, means in accordance to regulation (EC) No. 1907/2006