

**TERMS of BUSINESS of
BEMACO BLOWTEC GMBH**
(Sales and Delivery Conditions)

1. Validity of the conditions

As a matter of principle orders shall be accepted and executed only according to the following conditions. Other conditions and agreements shall be binding only if confirmed by the seller in writing, even if the wording is not specifically listed for each individual transaction. Should individual points be ineffective, this has no influence on the legal validity of the remaining provisions. Verbal or oral agreements are only valid if they have been confirmed by the seller in writing. Written terms and conditions of the seller shall apply to the printed conditions insofar as they deviate from these.

If external companies are used, their delivery and service conditions apply to their services.

The conditions of sale and delivery of seller also apply if the buyer has communicated his own general conditions deviating from these conditions or these are printed on documents of the buyer, in particular on order forms.

Counter-confirmations of the buyer with different conditions are hereby contradicted. Any agreements deviating from our conditions must be expressly confirmed in writing in our sales confirmation.

By placing an order, the conditions are considered accepted. An explicit rejection of deviating conditions of the buyer is not required.

2. Offer and order

All offers are always non-binding in terms of price, quantity, delivery time and delivery options. The offer is always subject to prior sale. All technical and commercial information - oral or written - is approximate and not binding for us.

Performance specifications such as Technical data, year of manufacture, etc. are not binding and are based on information from the manufacturer or supplier and have not been checked by us and are not considered as warranted, unless we provide this data in writing

Orders / delivery contracts require the written confirmation of the seller for their final effectiveness.

3. Prices

Quoted prices are basically and exclusively ex site (foundation), without disassembly, unpacked, uninsured, plus applicable VAT. In the case of prices in foreign currency, the conversion rate of the EURO prevailing at the time of conclusion of the contract shall be deemed binding also in the case of changes in the exchange rate.

4. Suppliers protection

If machines are not offered by us from stock and the location has been proven or disclosed to the interested party, the offeror or recipient of information undertakes not to make this information or the content of the offer accessible to third parties (persons or companies) and neither themselves nor third parties to buy the offered machines other than through the seller and also he expressly undertakes to conduct any price and final negotiations exclusively through the seller and not with third parties.

Otherwise, the offerer or information recipient shall reimburse us in full for the loss of profit in the amount of the difference between our purchase price and the offer price, in addition to any additional costs incurred. The buyer expressly undertakes to conduct commercial talks, in particular price talks, exclusively with us and not with the purchaser of the machines.

The Buyer further undertakes not to conduct any purchase talks on machines other than the object of sale which are for sale now or at a later date, except through the seller.

5. Delivery, acceptance and call-off periods

The delivery period starts after receipt of all documents required for the execution of the order. All information on delivery times are not binding, even if they are promptly adhered to as far as possible. A reasonable extension of the delivery periods occurs, if the customer does not keep his obligations. Breakdowns, strikes, lockouts or if the supplier of the seller becomes in breach of contract and does not deliver machines and other disabilities, traffic disruptions, orders of high hand and force majeure beyond the seller for the duration of the disturbance and to the extent of their effects from the obligation to delivery.

In such cases, the buyer is not entitled to withdraw from the contract after setting a time limit or a period of grace. Claims for damages due to non-performance or late fulfillment are excluded. A permanent delivery / acceptance incapacity of one month entitles the seller, at his option, either to the recovery or to the complete or partial withdrawal from the contract. The seller shall exercise this option within eight days of the buyer's request, otherwise the obligation to deliver remains.

In the event that the buyer neither takes the goods at the agreed delivery date nor pays the agreed purchase price on the agreed delivery date or until the last deadline set by the seller, only the seller has the right to sue for acceptance or to withdraw from the contract.

If the seller decides to cancel the contract, an expense allowance including a 25% share of the agreed purchase price shall be deemed to have been agreed by the buyer to the seller no later than 30 days after the contract has been canceled by the seller. Only after receipt of payment in the account of the seller, all mutual claims are canceled.

In case of impossibility of dispatch, the seller can take the goods for the account and risk of the buyer in stock or store them at a freight forwarder. By storing the delivery obligation of the seller is fulfilled.

6. Transfer of risk

Dismantling, loading, shipping, transport, delivery are at the risk of the buyer. Upon commencement of disassembly of the machine at the point of inspection, the risk passes to the buyer, even if carriage paid delivery has been agreed or if the customer has asked us to remove the machine from the foundations and to the carrier or other person in charge of transport to hand over. We only provide insurance on request and only in the name and at the expense of the buyer. Packaging is only made on request and charged at cost. If goods are taken back for reasons for which the seller is not responsible, the buyer shall bear all risk until receipt at the delivery plant.

7. Warranty

Used machinery and equipment are sold by us in the condition in which they are at the time of submitting the offer. **The seller expressly assumes no warranty or guarantee for the machine.** Accessories will only - if available and expressly agreed – delivered with the machine.

Used machines are already valid with completed inspection, leaving the location (foundation), pick-up or loading under exclusion of any liability for defects and liability as conditionally accepted and approved. The buyer has the right to inspect and inspect the goods before concluding the contract. If

he makes use of this right, for whatever reason, only partially or not at all, he recognizes the condition of the goods without regard.

If cracks or breakages are guaranteed in special cases, this warranty covers cracks or fractures that preclude its usefulness. For defects on special subject to wear parts such as gears, knee joints, screws, cylinders, bushings, contacts, etc., even with guaranteed crack and / or breakage, no liability. In case of any defects, the seller reserves the right to rectify his choice.

Machines offered by us with a revision and / or part warranty of 3 months include the following services:

The functional sequences of the machines are checked. For machines requiring a specially adapted tool, e.g. Blowing machines, this is done without tools. Defective parts will be repaired or renewed at our discretion. According to the age of the machine, the wear is not eliminated and is not a defect if it only slows down the mechanical operation, but does not interrupt. As a measure of the wear is not the absolute level of wear but the measure of the functional impairment, e.g. For example, a heavily worn auger can still deliver 50 percent or more of the manufacturer's maximum plasticizing performance.

8. Payment conditions

Unless otherwise agreed, our invoices are payable immediately upon receipt of the invoice, in cash, net cash without deduction. The payment date is the day on which the seller can finally dispose of the money. Acceptances, bills of exchange and checks are always accepted for payment only. In case of deterioration in the solvency of an obligated party, the seller reserves the right to demand cash payment against the return of the acceptances or bills of exchange. A liability for timely presentation and protests of acceptances and checks will not be accepted. Bills of exchange are only accepted after express agreement. They must be discountable and rediscountable. All discount and bill charges are at the expense of the buyer. If the payment is not in accordance with the agreement, interest at the due date shall be calculated at the statutory rate, in case of default to the usual bank amount, but at least 4% above the discount rate of the Deutsche Bundesbank.

If the buyer defaults on the fulfillment of his payment obligations or if he objects to a protest or seizes or if his financial circumstances deteriorate significantly, the seller is entitled to withdraw from the delivery contract, insofar as it has not yet been fulfilled and to demand cash payment in advance for further deliveries. Furthermore, the seller is entitled to withdraw all circulating acceptances, bills of exchange, checks immediately from the market, the resulting costs are borne by the buyer. The withholding of payments due to any claims of the buyer not recognized by the seller is excluded as well as the set-off of any claims.

9. Reservation

Our deliveries are made exclusively subject to retention of title. The property is only transferred to the buyer when he has paid off all his liabilities to us. This also applies if the purchase price has been paid for certain deliveries of goods designated by the customer. In the case of a current account, the reserved property is deemed to be the security of our balance claim. The buyer is obliged to insure the goods against all usual risks and treat them with care. The purchase item may not be resold, transferred or encumbered with third-party rights as long as our property continues to exist. The buyer is obligated to notify the seller immediately of seizure of the goods by third parties or of any other claims that third parties may make regarding the goods. The buyer is obligated to inform the reserved seller at his request at any time about the whereabouts of the goods delivered under retention of title. If the goods are resold by the buyer contrary to the agreed conditions, the buyer hereby assigns the claims from these contracts to the seller, irrespective of whether the goods are altered or not or sold to one or more interested parties. The costs arising from the assertion of the rights of the reserved seller shall be borne by the buyer.

10. Place of performance and jurisdiction

The place of performance for our deliveries is the location for deliveries from the location, for deliveries ex warehouse the warehouse. Jurisdiction is, as far as legally permissible, the court responsible for the seller; this also applies to lawsuits in the bill of exchange and documentary process. Only the law of the Federal Republic of Germany applies.

Delbrück, the 16.04.2017