

General Terms and Conditions of Business of Sonnplast Solutions GmbH

For Sonnplast Solutions GmbH (hereinafter referred to as "Sonnplast"), social responsibility is a significant contributory factor to the long-term success of the company. This equally applies in regard to its own employees, business partners and customers (purchasers), as well as in regard to society as a whole.

The standard laid down for this responsibility is the internationally recognised principles of the Global Compact of the United Nations (Davos, 31/01/1999).

Respect for human dignity, as well as human rights and the rights of workers, compliance with pertinent national standards on working conditions, the avoidance of child labour, the prohibition of forced labour, adherence to, and promotion of, ethical business conduct, the combating of any kind of corruption and the prohibition of discrimination against employees when setting them on and deploying them, as well as handling the environment in a responsible manner, are of particular importance to Sonnplast.

This being a prerequisite, the following General Terms and Conditions of Business apply to Sonnplast:

1. Scope of application

1.1st In regard to all offers, sales, deliveries and services, and also in regard to any other legal relations between Sonnplast and its customers, exclusively these General Terms and Conditions of Business apply. Sonnplast does not recognise any conflicting terms and conditions of the customer or any which deviate from these General Terms and Conditions of Business, unless Sonnplast has expressly, and separately, agreed to their validity in writing. These General Terms and Conditions of Business still apply exclusively if Sonnplast carries out the delivery or service to the customer without reservation in awareness of conflicting or deviating terms and conditions of the customer.

1.2nd These General Terms and Conditions of Business likewise apply to any future business with the customer, even if their validity has not once again expressly been agreed. Always the respective version of these General Terms and Conditions of Business applicable at the time of concluding the contract is pertinent.

2. Offer, conclusion of a contract

2.1. Offers of Sonnplast are subject to change without notice and non-binding, unless said offers are explicitly marked as binding or contain a specific acceptance deadline.

2.2. Any agreements only become valid upon being confirmed by Sonnplast in writing. Any verbal agreements entered into prior to, or at the time of, concluding the contract, as well as any amendments or additions to agreements entered into, shall require to be laid down in writing in order to be legally valid. The written form of communication is also deemed to have been preserved by fax, e-mail and EDI or Web-EDI – except in regard to any communications terminating contracts.

2.3. In so far as a purchase order submitted by the customer is to be deemed a contractual offer, pursuant to Sec.145 German Civil Code (*BGB*), Sonnplast may accept this within two (2) weeks. The customer is bound to his or her contractual offer for the same period of time.

2.4. The details on the delivery item or service included in the offers of Sonnplast (e.g. technical specifications, details of weights and measurements, utility values and tolerances), as well as the representation of the same (e.g. Figures, CAD data and drawings) are binding, unless the details and representations are designated, or agreed to be, non-binding. Such details and representations nevertheless do not constitute guaranteed qualities within the meaning of Sec. 443 German Civil Code (*BGB*), but only serve to describe the nature of the delivery item or services.

2.5. Ownership and all IP rights, in particular the copyright in all documents and data handed over to the customer in connection with the order being placed, remain with Sonnplast, unless anything to the

contrary has explicitly been agreed in the individual case. These documents and data may only be made accessible to third parties with Sonnplast consent. Should no agreement materialise, the documents and data handed over are to be returned to Sonnplast without delay, or, in line with written instructions of Sonnplast, destroyed and removed, or, if they have been embodied on a carrier medium, permanently deleted in such a way that recovery is impossible, or only possible with disproportionate effort.

2.6. The ICC Incoterms®, as amended at the time of concluding the contract, shall be deemed to have been agreed (currently ICC Incoterms® 2010).

3. Prices, payments, the defence of uncertainty, offsetting

3.1. Unless anything to the contrary has been agreed in writing, the prices apply "FCA designated place of delivery", in accordance with ICC Incoterms®, exclusive of ancillary shipping costs (packaging, transport/shipping, transport insurance, customs duties, etc.) and exclusive of the statutory VAT.

3.2. Packaging and transport are charged to the customer at cost price.

3.3. Unless anything to the contrary has been agreed, payments are to be made within 30 days of the invoice date, without any deduction, free of any costs and charges to Sonnplast, by way of a bank transfer made to the account specified on Sonnplast invoice.

3.4. Payment deadlines are only considered to have been complied with if the purchase price/amount to be paid by the customer is available to Sonnplast on the due date.

3.5. Should the customer fall into arrears with payment, by exceeding the above payment deadline, or any other deadline agreed in writing, or should the customer be granted deferred payment, the customer shall pay arrears interest in accordance with the statutory interest rate [currently nine (9) percentage points above the respective base rate of the European Central Bank], as well as be required to reimburse any costs caused by the delay in payment, plus the respective applicable VAT and plus a flat-rate amount for the costs of delay of Forty (40) Euros, pursuant to Sec. 288(5) German Civil Code (*BGB*).

3.6. Should it become apparent, after concluding the contract, that the payment of outstanding claims on the part of Sonnplast is jeopardised by inability on the part of the customer to pay, Sonnplast may set an appropriate deadline, within which the customer is required to provide a security deposit or provide evidence of his, her or its inability to pay. Following the fruitless expiry of the deadline, Sonnplast shall be entitled to withdraw from the contract. This shall also apply if Sonnplast is not obliged to deliver in advance, but preparatory actions need to be taken in order to execute the order in good time or by the deadline. Any deadlines or dates agreed shall be extended or postponed appropriately in such a case, at least by the time that has passed between the deadline or date being set and the security deposit being provided.

3.7. The customer shall only be entitled to offset, retain payment, or refuse to pay, until its claims against Sonnplast have been satisfied if its counter-claims have been established to be legally valid or are not disputed by Sonnplast. The customer shall only be authorised to exercise a right of retention or refuse to make payment to the extent that its counter-claim is based on the same contractual relationship. The customer's claims in regard to defects shall not be affected thereby.

3.8. If any individual cost factors, in particular the costs of raw materials, material and energy, have changed by at least five (5) per cent, or agreed delivery volumes or any other circumstances required in order to manufacture the delivery items, or market conditions required for manufacturing the delivery items, have changed considerably, Sonnplast reserves the right to amend prices of its delivery items accordingly. Sonnplast will, at the customer's request, provide evidence of such changes.

3.9. In regard to deliveries and services after the End of Production (EoP), in particular in the context of delivering spare parts to the customer, the prices shall always be re-negotiated between Sonnplast and the

customer. The prices from the time of serial production shall not apply beyond the EoP.

- 3.10.** Should the payment terms of within 30 days of the invoice date, without any deduction, specified in 3.3, or any other payments terms which may have been mutually agreed, not be adhered to by the customer, or different payment terms be adopted, without Sonnplast's consent, Sonnplast reserves the right to amend the payment term to "Advance payment".

4. Delivery, deadlines, dates, delay

- 4.1.** Adherence to delivery/performance deadlines or delivery/performance dates by Sonnplast requires all commercial and technical issues to have been clarified, and the customer to have duly fulfilled all obligations incumbent upon it in good time. Sonnplast explicitly reserves the right to assert the defence of the agreement not having been fulfilled. Any delays that are the customer's faults shall extend the delivery/performance deadline or postpone the delivery/performance date accordingly, however at least by the duration of the hindrance, unless new delivery/performance deadlines or new delivery/performance dates are agreed between Sonnplast and the customer.

- 4.2.** Adherence to the deadlines and dates is subject to the reservation of Sonnplast itself being supplied correctly and on time.

- 4.3.** Delivery/performance deadlines or delivery/performance dates shall be deemed to have been complied with if the delivery item has left Sonnplast's factory prior to their expiry or readiness for dispatch has been notified.

In the event of a "D" clause in accordance with ICC Incoterms® having been agreed, the deadlines and dates are deemed to have been met if the delivery item is provided to the customer ready for unloading at the place of delivery (designated destination) on the means of transport arriving.

In so far as an acceptance needs to be carried out by the customer at Sonnplast's premises, the agreed acceptance date shall be pertinent - except in the case of justified refusal to accept the item - or, alternatively, the notification of readiness for acceptance issued by Sonnplast.

- 4.4.** Partial deliveries and partial services are permissible.
- 4.5.** Should the customer delay in accepting the delivery item, or should it culpably infringe any obligations arising from the contract, Sonnplast shall be entitled to require compensation for the damage incurred to Sonnplast, including additional expenditure. In the event of delay in accepting the delivery item, said damage shall, commencing one month after notification of shipping or readiness for acceptance, include the costs incurred by the delay, however at least in the amount of one (1) per cent of the invoiced amount for each month commenced. Sonnplast reserves the right to assert any further claims. The customer is explicitly free to prove that no damage, or only lesser damage, has been incurred to Sonnplast, or that damage asserted exceeds the damage to be expected in accordance with the usual course of events.

- 4.6.** Any delay for which Sonnplast is not responsible shall exempt Sonnplast, for the duration of the interruption and in the scope of its effect, from the obligation to provide services, without it being under any obligation to pay the customer compensation for damage.

Any circumstance which falls outside the scope of Sonnplast's reasonable opportunity to influence matters shall be deemed a delay for which Sonnplast is not responsible. The latter shall in particular include Acts of God, acts committed by enemies of the state/terrorists, state restrictions and official measures (e.g. prohibitions and quota systems), embargoes, fire, flooding, epidemics, unusually severe bad weather, earthquakes and energy supply problems, as well as industrial action (brought about by or involving employees or suppliers of Sonnplast).

Should such circumstances/events severely impede Sonnplast in carrying out the delivery or service, or make it impossible, and the impediment not only be of a temporary nature, Sonnplast shall be

entitled to withdraw from the contract. In the case of obstacles of a temporary nature, the delivery/performance deadlines shall be extended, or the delivery/performance dates shall be postponed, accordingly, however at least by the duration of the impediment, unless new delivery/performance deadlines or new delivery/performance dates are agreed between Sonnplast and the customer.

Should it not be able to be expected of the customer to accept the delivery or service, due to the delay that is not Sonnplast's fault, the customer may, by submitting a written statement to Sonnplast without delay, withdraw from the contract. Sonnplast will notify the customer of any obstacle to providing the delivery/services without delay, once Sonnplast has become aware of the situation.

- 4.7.** Should the customer justifiably withdraw from the contract, it shall remain obliged to pay the purchase price due for any partial delivery already made.
- 4.8.** Sonnplast shall be liable in accordance with the statutory provisions in so far as the delay in delivery is based on an intentional or grossly negligent contractual breach of contract that is Sonnplast's fault. Any fault on the part of its representatives or vicarious agents is attributable to Sonnplast. Should the delay in delivery not be based on a wilful breach of contract that is Sonnplast's fault, Sonnplast's liability to pay compensation for damage shall be limited to the foreseeable, typically occurring damage.
- 4.9.** Sonnplast will also be liable in accordance with the statutory provisions if the delay in delivery for which Sonnplast is responsible is based on the culpable infringement of a significant contractual obligation. However, in this case, the liability to pay compensation for damage will be limited to the foreseeable damage typically occurring.
- 4.10.** Any further statutory claims and rights on the part of the customer are reserved.

5. Passing of risk, shipping

- 5.1.** Subject to the written agreement of a "D" clause in accordance with ICC Incoterms®, the risk (risk of loss or of damage to the delivery items) associated with the delivery/handling over of the delivery items to the freight forwarder, the first forwarding agent or any other person company or institution otherwise appointed to carry out the shipping, shall, in the case of drop shipment, pass to the customer.

To the extent that an acceptance requires to be carried out, this is pertinent for the passing of risk. It needs to be carried out without delay on the date scheduled for acceptance, or otherwise following notification by Sonnplast of its readiness to deliver. The customer may not refuse acceptance if there is an insignificant defect.

- 5.2.** Goods transport insurance will only be arranged at the customer's request and expense, unless anything to the contrary has been agreed in the individual case.
- 5.3.** Should the delivery or service be delayed due to circumstance that are the customer's fault, the risk of loss or damage of the delivery items shall pass to the customer as at the date on which the customer fell behind with acceptance or debtor's delay set in.
- 5.4.** The customer shall be required to report any transport damage of any kind to the transport company directly, without delay, and inform Sonnplast about it. Should any goods transport insurance have been concluded by Sonnplast on behalf of the customer, Sonnplast shall be required to send the carrier a response in regard to the damage ascertained without delay, so that any claims against the goods transport insurer can be asserted.

6. Entry certificate

- 6.1.** In so far as, and to the extent that the goods supplied by Sonnplast from the Federal Republic of Germany constitute intra-Community supplies, the customer, as the party accepting the goods, shall - due to fiscal provisions in the Federal Republic of Germany [Secs. 17a,

17b and 17c *USiDV* (VAT Implementing Regulation) and *UStAE* (VAT Application Decree)] - be obliged, without the necessity of a reminder, to provide Sonnplast with the entry certificate for said deliveries of goods, however at least monthly, or without delay upon being requested by Sonnplast to do so. Said certificate shall be duly provided formally in accordance with the respective applicable version of the VAT Implementing Regulation, as well as the VAT Application Decree, in particular in regard to the form, language and content.

6.2. Should the customer, as the accepting party of the goods supplied in accordance with Clause 6.1 above, infringe said obligation, in particular in regard to the respective due form or language stipulated for the entry certificate, or in regard to the stipulated content, Sonnplast may, following the fruitless expiry of a deadline for subsequent fulfilment by the customer, refuse to implement its obligation to deliver the goods until such time as the customer pays a security deposit in the amount of the respective amount of VAT concerned, or, concurrently, duly provides a formal entry certificate. Following the fruitless expiry of the deadline, Sonnplast shall, moreover, be entitled to withdraw from the part of the contract that has not been fulfilled, and/or require compensation for damage.

6.3. In the event of failure to co-operate, or co-operate sufficiently, in regard to the entry certificate, the customer, moreover, undertakes to comprehensively free and relieve Sonnplast of any claims, in particular tax disadvantages, interest, expenses and losses on the part of Sonnplast, as well as reasonable costs of prosecution.

7. Reservation of ownership

7.1. Sonnplast reserves ownership in the items delivered until such time as full payment is made for all claims arising from the supply contract. This also applies to any future deliveries, even if Sonnplast does not always explicitly point this out. In the case of an open account, the reservation of ownership is deemed to be a security for the respective debit balance.

7.2. In the event of anti-contractual conduct on the part of the customer, in particular in the case of arrears of payment, Sonnplast shall be entitled to take back the delivery items and expressly oblige the customer to hand them over. Any withdrawal from the contract by Sonnplast shall require an explicit written declaration. After taking back the delivery items, Sonnplast shall be entitled to liquidate them. The liquidation proceeds are to be offset against the customer's liabilities - less the reasonable costs of liquidation.

7.3. As long as ownership has not yet passed to it, the customer shall be obliged to treat the delivery items with care and insure them, at its own expense, at the reinstatement value, against loss and/or damage, in particular against fire, as well as all risks, if and to the extent that said risks concern insurable circumstances (storm, hail, the weight of snow, flooding, avalanches, landslides, strikes or lock-outs, burglary, malicious damage, civil disturbance, etc.). Should maintenance and inspection work be necessary, the customer needs to carry it out in good time, at its own expense.

For as long as ownership has not yet passed to the customer, the customer shall be required to inform Sonnplast in writing without delay if the delivery items that are owned by Sonnplast have been pledged or exposed to any other interventions by a third party. In so far as the intervening third party is not in a position to reimburse Sonnplast the judicial and extra-judicial expenses, the customer shall be liable for the losses incurred to us.

7.4. The customer shall be entitled to sell on the reserved goods in the normal course of business. The customer already at this point assigns to Sonnplast any resulting claims against its customers.

Such assignment shall apply irrespective of whether the delivery items have been sold on without or after further processing.

At Sonnplast's request, the customer shall be obliged to make its customers aware of the assignment and provide Sonnplast with the information required to assert Sonnplast's rights against said customers, as well as hand over documentation.

The customer shall only be authorised to collect on the receivables from selling the delivery items on, in spite of the assignment as long as (list items not cumulative)

- (i) the customer complies with its payment obligations vis-à-vis Sonnplast;
- (ii) the duration and amount of the customer's arrears of payment are not considerable;
- (iii) the customer is not threatened with insolvency, and, in particular, no inability to pay or over-indebtedness is impending;
- (iv) no application for the institution of insolvency proceedings over the customer's assets has been filed,
- (v) no cessation of payment exists.

7.5. The handling, processing or alteration of the delivery items by the customer is always carried out in the name of, and on behalf of, Sonnplast. In such a case, the customer's expectant right in the delivery items will continue in the altered item.

Should the delivery item be processed along with other items, not belonging to Sonnplast, Sonnplast shall acquire co-ownership in the new item in the proportion of the objective value of the delivery item to the other items processed at the time of processing. The same shall apply in the event of goods being mixed. Should the mixing be carried out in such a way that the customer's item is to be considered the main item, it is deemed to have been agreed that the customer assigns Sonnplast proportionate co-ownership. The sole ownership or co-ownership which has arisen in this way will be retained for Sonnplast.

7.6. Sonnplast undertakes to release the securities to which it is entitled at the customer's request, in so far as the realisable value of the securities exceeds the claims to be secured by over ten (10) per cent. In this respect, it shall be incumbent upon Sonnplast to select the securities to be released.

8. Incoming goods inspection, notice of defects, warranty

8.1. It shall be a prerequisite for any warranty rights existing on the part of the customer that the latter has duly complied with its obligations to examine the goods and notify any defects pursuant to ISO 9001:2008 or DIN ISO/TS 16949 and/or Sec. 377 German Commercial Code (*HGB*). Should any complaints arise, any defects occurring that are obvious, i.e. defects that the customer is aware of or could identify without examining the goods, are to be notified by the customer to Sonnplast in writing within five (5) working days of receipt of the delivery items. Latent defects are to be notified without delay after they have been established/discovered. Otherwise, the delivery items shall be deemed to have been approved.

8.2. Should delivery items possess a defect that already existed as at the date of the passing of risk, Sonnplast shall, at its option, subject to receiving a notice of defects in good time, either subsequently improve the delivery items or provide the customer with a replacement that is free of defects.

8.3. Sonnplast is always to be given the opportunity of subsequent fulfilment within a reasonable period of notice, otherwise Sonnplast shall be exempt from any liability for any consequences that may arise. Only in (i) extremely urgent cases of operational security being jeopardised; (ii) in order to avert any disproportionately great damage; (iii) after two (2) unsuccessful subsequent improvements; or (iv) if Sonnplast is in default with remedying the defect after a further grace period has been set, is the customer entitled to remedy the defect itself or have it remedied by third parties and require reimbursement of the necessary expenditure. This only applies, however, if the customer has made Sonnplast aware of the issue immediately, and verifiably.

8.4. Unless anything to the contrary is agreed, the subsequent fulfilment shall be carried out following consultation at Sonnplast's premises or at the customer's place of business (place of subsequent fulfilment).

8.5. Sonnplast shall bear the expenditure necessary for the purpose of remedying the defect, in particular the costs of transport and travel, labour and materials, including the costs of the replacement item and the shipping of it.

Excepted therefrom are the costs of removing defective delivery items and installing delivery items that are free of defects. Furthermore, any costs that arise due to the delivery item that is free of defects having been brought to a different location from the place of subsequent fulfilment are excepted therefrom.

8.6. Prior to any return of the delivery items to be replaced, Sonnplast's written consent is always to be obtained.

8.7. Should the subsequent fulfilment fail, the customer may - notwithstanding any claims for compensation for damage - withdraw from the contract or reduce the remuneration.

8.8. Claims for defects shall in particular not exist in the following cases: The delivery items deviating from the agreed quality to an insignificant extent, minor impairment of their usability, unsuitable or improper use or subsequent improvement of the delivery items by the customer or by third parties commissioned by the customer, natural wear and tear; (worn out parts), any losses which may arise following the passing of risk in consequence of erroneous or negligent treatment, excessive stress placed on the items, unsuitable manufacturing equipment, or due to particular external influences arising which, according to the contract, are not a prerequisite, repair works or changes to the delivery item not being undertaken by the customer or third parties properly (e.g. neglected maintenance) or being undertaken improperly, likewise no claims for defects will exist for these and the resulting repercussions.

8.9. The requirements and specifications in regard to the delivery items laid down in a contract do not constitute a guarantee of quality within the meaning of Sec. 443 German Civil Code (*BGB*), but only serve to describe the characteristics of the delivery items.

8.10. Any rights of recourse on the part of the customer in accordance with or arising from Secs. 478 and 479 German Civil Code (*BGB*) (consumer goods recourse) are excluded.

8.11. Any claims for defects shall become statute-barred within one (1) year, counting from the date of the passing of risk.

8.12. In the case of fraudulent concealment of a defect, or in the event of providing a warranty for the nature of the delivery items within the meaning of Sec. 443 German Civil Code (*BGB*) as at the date of the passing of risk, the customer's rights shall be orientated exclusively towards the statutory provisions.

8.13. Sonnplast shall be liable in accordance with the statutory provisions in so far as the customer asserts claims for compensation for damage based on intent or gross negligence, including intent or gross negligence on the part of the representatives or vicarious agents of Sonnplast. In so far as Sonnplast is not accused of any deliberate contractual infringement, the liability to pay compensation for damage shall be limited to the foreseeable damage typically occurring.

8.14. Sonnplast shall be liable in accordance with the statutory provisions in so far as Sonnplast culpably infringes a significant contractual obligation. In such a case, however, the liability for compensation for damage shall be limited to the foreseeable damage typically occurring.

8.15. In so far as the customer is entitled to assert a claim for compensation for the damage in lieu of the service, Sonnplast's liability shall, also within the scope of Clause 8.5, be limited to compensating the foreseeable damage typically occurring.

8.16. Liability due to culpable injury to life, the body or health shall remain unaffected thereby; this shall also apply to the mandatory liability in accordance with the Product Liability Act.

8.17. Any further claims on the part of the customer against Sonnplast and its vicarious agents, or claims that are different from those regulated here and in Clause 12, due to a defect, are excluded. The customer

shall, within the scope of the statutory provisions, bear the burden of proof.

9. Defects in title, claims of third parties

9.1. Sonnplast guarantees that, when the delivery items are used in line with the contract, industrial property rights, of which at least one arising from the family of intellectual property rights is published by either the German Patent and Trademark Office (GPTO), Federal Republic of Germany, or by the European Patent Office (EPO), or any copyrights of a third party, are not infringed.

9.2. Sonnplast is not required to vouch for any defects in title if the delivery items have been manufactured in accordance with mandatory requirements of the customer, or the customer was aware of any defects in title, or was grossly negligently unaware of them.

9.3. Should Sonnplast not be liable in accordance with Clause 9.2 above, the customer shall free and relieve Sonnplast from any claims by third parties and any expenditure incurred to Sonnplast, in particular the costs of legal defence, upon first being requested to do so.

9.4. In the event of a delivery item of Sonnplast infringing any industrial property rights or copyrights of a third party, Sonnplast will attempt, at its own expense, to basically procure for the customer the right to continue to use the delivery item or modify the delivery item in a way that is reasonable for the customer, in such a way that the infringement of rights no longer exists.

Should this not be possible on economically viable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. On the prerequisites specified, Sonnplast shall also have a right to withdraw from the contract.

Furthermore, Sonnplast shall indemnify the customer against any undisputed claims, or claims on the part of the proprietors of intellectual property rights or copyrights concerned, in so far as

- the customer informs Sonnplast about the infringements of rights asserted without delay;
- the customer assists Sonnplast to a reasonable extent in defending itself against the claims asserted, or enables Sonnplast to carry out the modification measures;
- The customer enables all defence measures for Sonnplast, including an extrajudicial settlement; and
- the infringement of rights has not been caused by the customer having altered the delivery item of its own accord or having used it in a non-contractual manner.

10. Manufacturing equipment

10.1. Should Sonnplast have made manufacturing equipment (tools, devices, meters, teachings, testing equipment, mechanical systems, etc.) on behalf of the customer, or have procured such from a third party, the customer shall acquire ownership in such manufacturing equipment on the suspensive condition of full payment of the respective purchase price agreed.

10.2. Should Sonnplast not yet be a full owner, however have an expectant right in acquiring ownership in the manufacturing equipment supplied by its sub-contractors, subject to reservation of ownership, Sonnplast shall assign the expectant right in such manufacturing equipment to the customer. Should Sonnplast only be the co-owner of the manufacturing equipment, Sonnplast shall assign co-ownership to the customer.

10.3. Details of the manufacturing equipment loan, in particular of the repair and maintenance, are regulated in a separate manufacturing equipment contract.

11. Warranties, procurement risk

The provision of warranties or the procurement risk by Sonnplast needs to (i) be made explicit; (ii) be designated as such; and (iii) be laid down in writing in order to be legally valid.

12. Liability

12.1. Any further liability for compensation for damage than is provided for in Clauses 4 and 8 is excluded – without taking into account the legal nature of the claim asserted. This applies particularly to any claims for compensation for damage arising from fault upon concluding the contract, due to any other breaches of duty, or due to criminal claims for compensation for material damage.

12.2. In so far as the liability to pay compensation for damage in regard to Sonnplast is excluded or restricted, this also applies in regard to the personal liability to pay compensation on the part of Sonnplast's employees, , representatives and vicarious agents.

13. Confidentiality

13.1. As the recipient of confidential information, the customer is obliged to treat any non-public information of which it becomes aware within the context of the collaboration as confidential, and not allow third parties to gain access to it, unless it is necessary in order to fulfil contractual obligations.

13.2. Confidential information of Sonnplast includes any information, irrespective of in what form the disclosure takes place, which is not expressly marked non-confidential.

13.3. Sonnplast shall treat confidential information of the customer accordingly.

14. Miscellaneous provisions

Should a provision of these General Terms and Conditions of Business be or become invalid or impractical, in whole or in part, the validity of the remaining provisions of these General Terms and Conditions of Business shall not be affected thereby. This likewise applies in the event of these General Terms and Conditions of Business containing unintentional loopholes. Should there be any discrepancies between the English and German versions, as well as in the interpretation of these General Terms and Conditions of Business, solely the German version shall be pertinent.

15. Place of fulfilment, applicable law, arbitration agreement

15.1. The place of fulfilment for any liabilities arising from and based on deliveries of goods, also based on bills of exchange and cheques, shall be the registered office of Sonnplast Solutions GmbH, An der Müß 42, D-96515 Sonneberg, Federal Republic of Germany.

15.2. Exclusively the law of the Federal Republic of Germany shall apply, subject to explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the national conflict of laws provisions.

15.3. Any disputes which may arise from or in connection with the contractual relationship between Sonnplast and the customer shall finally be settled in accordance with the Arbitration Rules of the *Deutsche Institution für Schiedsgerichtsbarkeit e. V.* [German Institution of Arbitration, regist. assoc.] (*DIS*), without recourse to the ordinary courts of law. The place of the arbitration proceedings shall be Nuremberg. The number of arbiters shall be three (3). The applicable substantive law shall be exclusively the law of the Federal Republic of Germany, subject to explicit exclusion of Secs. 305 to 310 German Civil Code (*BGB*), the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the national conflict of laws provisions. The language of the arbitration proceedings shall be German.