



General Terms and Conditions of Sale (05.2024)

Blau Kunststofftechnik GmbH

(1) Governing conditions

These General Terms and Conditions of Sale (hereinafter "GTC") apply to all offers made by Blau Kunststofftechnik GmbH (hereinafter "Blau Kunststofftechnik"), contracts concluded with customers and deliveries and services made to customers, even if we do not expressly refer to them in each individual legal transaction. By placing the order, or in any case by accepting the goods delivered by us, the customer confirms his agreement with our GTC. These GTC cannot be excluded by the customer's general terms and conditions. We hereby object to the inclusion of the customer's general terms and conditions.

(2) Enquiry, Offer, Prices, Orders

All prices listed in the offer are exclusive of the respective statutory sales tax and packaging.

Our offers are valid for 3 months from the date of the offer, unless otherwise stated in the offer.

In order to be able to make an exact offer, any special features, such as legal requirements (plant protection regulations, road pricing, environmental taxes, special or punitive tariffs, etc.) and customer-specific requirements or expectations must be pointed out in detail in the enquiry; In the event of significant changes to the calculation basis, price adjustments are also reserved for existing contracts.

The offer is based on a basic material price as of the quarter in which the offer was submitted, unless otherwise stated in the offer. At the start of production ("SOP"), the material price will be adjusted in full to the date of the SOP. In addition, parts prices are adjusted annually on January 1 each year in line with the current material prices. The increase is calculated on the basis of the average values of the last 12 months compared to the last baseline. The difference between the average material price of the last 12 months and the last base value of the material price represents the increase to the current material price.

Orders must always be in writing; verbal orders are not binding. Order confirmations will only be sent to the customer if explicitly requested by him or in the event of deviations between the offer and the order.

If the order contains deviations from our offer, Blau Kunststofftechnik has the right to reject the order or to send an adapted offer.

If the customer orders additional service parts during the current series, these will be charged at the series price plus appropriate surcharges.

(3) Due dates, payments, rights of retention, set-off

Invoice claims from Blau Kunststofftechnik are payable net on the 25th day of the month following delivery and the invoice date, unless otherwise agreed. If the payment deadlines is exceeded, we reserve the right to demand a bank guarantee or an advance payment for the deliveries in addition to asserting rights of retention.

For the agreement that a payment is agreed a certain number of days "after the initial sampling has been approved", the corresponding payment is due no later than six weeks after the initial sampling has been sent out without further request, provided that the sampling has not been rejected.

Series delivery can only take place after initial sample approval and full payment of the invoice receivables due at that time.

Withholding payments or the set-off due to any counterclaims is only permitted if the customer's counterclaims have been acknowledged in writing, proven or legally established..

Payment transfers by the customer are generally only accepted via bank transfer. In individual cases, another form of payment must be agreed upon in advance of payment.

(4) Requirements, capacities, purchase quantities

Unless otherwise stated in the offer, the maximum possible weekly capacity (design of the tools and systems) is based on the following calculation: Average annual requirement according to the contract or offer / 50 weeks + max. 15 %. Quantities exceeding this amount require separate agreement.

In principle, the basis of an offer is the total number of pieces of the purchase quantity specified by the customer. If 80% of the agreed purchase quantity is not reached, calculated for one year from the start of delivery, Blau Kunststofftechnik reserves the right to retroactively invoice unamortized system costs, investments and/or levy amounts as well as other fixed costs during the term of the contract.

If the customer does not accept agreed quantities - for whatever reason - the contractor is still obliged to pay the agreed purchase price, even for the quantities not accepted. The customer is free to provide Blau Kunststofftechnik with proof of another utilization option.

By concluding the contract, the customer, who is located in a European country, gives Blau Kunststofftechnik the go-ahead to pre-order and/or pre-produce the parts required for the order for 3 months. Customers who are located in a country outside the EU grant a corresponding release for a period of 4 months upon conclusion of the contract.

The agreed delivery or minimum purchase quantities are binding. If the delivery call-off specifies different quantities, the delivery will nevertheless be made in the amount of the agreed delivery quantity.

(5) End of Production, Spare Parts

A spare parts obligation required by the customer is accepted up to an extent of 10 years after the end of series production. However, Blau Kunststofftechnik reserves the right to make an offer based on the spare parts requirements placed by the customer at the end of series production. Spare parts prices after the end of series production must be agreed separately.

After 10 years of delivery obligation after the end of production, Blau Kunststofftechnik will approach the customer and request permission for tool scrapping, which will be provided by the customer as soon as possible. Any all-time requirements must be agreed separately before tools are scrapped.

(6) Logistics and Transportation

To be able to carry out an exact scheduling, the customer is obliged to submit call-off quantities on a weekly basis for the following 8 working weeks and for a further 8 working weeks on a monthly basis in the delivery schedule. The communicated requirements are binding for the customer and can therefore only be changed by mutual agreement. Blau Kunststofftechnik will coordinate deviations of +/- 10% in the communicated requirements with the logistics department at least 2 weeks in advance of the upcoming delivery and check for feasibility. If there are no concerns, a corresponding deviation can be agreed for the future. The delivery call-offs are generally fulfilled once a week.

The delivery times for tools and operating equipment stated in the offer refer to the free capacities at the time of the offer. We reserve the right to re-check them if necessary in the event of an order and notify the customer of any changes as soon as possible.

Unless otherwise agreed, the delivery condition is EXW according to Incoterms 2024 from our factory in Grevenbroich, Germany.

If, in exceptional cases, the delivery condition DDP or DAP Incoterms 2024 are agreed, the customer bears the costs of the transport insurance.

Due to the agreed delivery conditions, Blau Kunststofftechnik cannot provide assistance in the context of loading. If, in an individual case, the customer expresses a corresponding spontaneous favor and Blau Kunststofftechnik employees spontaneously help out on site, this is done on the basis of a favour to the exclusion of claims based on negligent or grossly negligent behavior of the respective employee.

The packaging for each product must be jointly defined at the latest when the contract is concluded, documented in a packaging data sheet and approved by both sides.

Blau Kunststofftechnik assumes neither responsibility nor costs for the disposal of the packaging material of the delivered goods.

In the case of an agreement "empty containers in exchange", the customer has to provide the empty containers in a clean condition and free of packaging material to Blau Kunststofftechnik. In addition, empty containers must be exchanged immediately upon delivery to the customer. Blau Kunststofftechnik is entitled to invoice the customer for the replacement price for pallets and lattice boxes if they have not been returned within 4 weeks of arrival at the customer.

Unless a special agreement has been made, goods delivered by Blau Kunststofftechnik will not be delivered separately protected against rust.

If the customer returns ordered goods to Blau Kunststofftechnik without a written agreement for whatever reason, Blau Kunststofftechnik is not obliged to accept them.

(7) Retention of title

All delivered goods and tools remain the property of Blau Kunststofftechnik until all obligations of the customer have been fully fulfilled. In the event of the sale of the goods by the customer, the customer undertakes to assign the resulting claims to Blau Kunststofftechnik up to the amount of the outstanding claim, while preserving the retention of title of Blau Kunststofftechnik. The customer's buyer must be informed unequivocally that the purchased item is subject to retention of title Blau Kunststofftechnik. Blau Kunststofftechnik is entitled to assign the claims to a third party.

(8) Secrecy/Confidentiality

The content of an offer and the information and prices contained therein are confidential and may not be disclosed to third parties.

Drawings, data, samples, models, stencils or similar objects may not be passed on to unauthorized third parties or made accessible in any other way. The reproduction of such items is only permitted within the framework of operational requirements and taking into account the provisions of copyright law.

By concluding the contract, the customer grants Blau Kunststofftechnik permission to use the customer's name and brand names used by him in connection with orders from Blau Kunststofftechnik as references, e.g. in the context of the website and for advertising purposes.

(9) Liability, product liability

Blau Kunststofftechnik is only liable to the customer for damage that it has demonstrably caused through grossly negligent or intentional disregard of the recognized rules of technology or through intentional or grossly negligent action. Blau Kunststofftechnik is not liable for indirect or consequential damages (including consequential damages due to defects), such as: B., but not limited to, damages resulting from a business interruption, loss of profit or loss of interest are excluded. The liability of Blau Kunststofftechnik towards the customer, for whatever reason, is limited to the value of the respective annual order volume as long as Blau Kunststofftechnik does not act intentionally.

The customer and Blau Kunststofftechnik shall mutually inform each other of any product liability claims asserted by third parties in connection with the items of delivery and service offered. Blau Kunststofftechnik undertakes to support the customer in defending against such claims within the scope of what is economically reasonable. The customer undertakes to fully indemnify and hold Blau Kunststofftechnik harmless with regard to third-party product liability claims, unless the third-party claim is verifiably based on an intentional or grossly negligent disregard of the recognized rules of technology by Blau Kunststofftechnik.

(10) Force majeure

Force majeure, labor disputes, unrest, official measures and other unforeseeable, unavoidable and serious events release the customer and Blau Kunststofftechnik from their mutual performance obligations for the duration of the disruption and to the extent of their effect. This also applies if these events occur at a time when the contractual partner concerned is in default. The customer and Blau Kunststofftechnik are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

(11) Quality

Values for legal capacity must be determined by mutual agreement. A process capability in the series of $cpk \geq 1.33$ is only accepted for those dimensions that are known or accepted at the time of the offer. For subsequent changes or process capability, Blau Kunststofftechnik reserves the right to submit a revised offer.

The annual requalification examination in accordance with IATF 16949 is carried out in accordance with our internal specifications; the corresponding recordings can be viewed on site. If there are any additional requirements on the part of the customer regarding the scope and transmission of documents, these must be specified in the order.

(12) General provisions

If there are framework supply agreements or long-term delivery contracts with the customer, these can be terminated by either party with a 6-month notice period at the end of each month. If the customer terminates the contract, he must reimburse Blau Kunststofftechnik within 14 days of the end of the contract for the one-off and fixed costs, any type-specific investments, etc. that have accrued and have not yet been amortized up until the end of the contract.

Should any provision of these terms and conditions be or become legally invalid, the validity of the remaining terms and conditions and the further agreements made shall remain unaffected. The customer and Blau Kunststofftechnik are obliged to replace the invalid provision with a provision that is as close as possible to it in terms of economic success.

The place of jurisdiction shall be exclusively the competent ordinary court in Mönchengladbach. German law applies exclusively.