

# TERMS AND CONDITIONS

## BUSINESS AREA INJECTION MOLDING



### **I. Application of the VdWF conditions**

1. The terms and conditions recommended by the VdWF (Verband Deutscher Werkzeug- und Formenbauer e.V. / German tool and mould making Association) as of July 2003 do apply as referred to below.

2. For all contractual relationships in addition to the relevant VdWF-conditions following terms and conditions, primarily in doubt, apply. General conditions of the customer that contradict or differ from these conditions will not be acknowledged.

3. The VdWF-conditions are published on our website.

### **II. Passing of risk**

Unless otherwise agreed, the delivery and the transport are at risk of the customer. The risk of accidental destruction and accidental deterioration passes to the customer as soon as AWM has handed the item over to the forwarder, carrier or other person or body specified to carry out the shipment.

### **III. Retention of title**

1. All delivered products shall remain property of AWM until complete payment is affected.

2. If goods delivered under retention of title (reserved goods) are inseparably assembled or mixed with other goods being under the property of any third party, AWM shall be deemed the manufacturer and AWM shall acquire co-ownership interest in the new item proportionate to the value of the reserved goods to the other property.

### **IV. Acceptance**

1. The tool is deemed accepted, if a formal acceptance is missing, but the customer requests the tool for delivery after mould proving / sampling.

2. The customer can refuse formal acceptance only if there are significant deficiencies.

### **V. Security**

AWM is entitled to demand security up to the value of the order. The security is to be provided by an unconditional, perpetual, irrevocable, absolute declaration of suretyship, under relinquishment of defence of unexhausted remedies, by a credit institution or credit insurer residing in the EU.

If AWM demands the prespecified security and the customer fails to provide it in due time, AWM is entitled to refuse to perform or to terminate the contract.

In case of termination AWM is entitled to claim compensation for the costs incurred and compensation for loss of profit. The compensation for loss of profit is 5 % of the net order value, unless the customer proves lower or AWM higher damages.

### **VI. Warranty**

AWM is liable for substantial defects within the warranty period of one year after acceptance. In case of subsequent fulfillment the customers is obliged to hand over the item at the request of AWM.

The purchaser is entitled to remedy the defect himself or by third parties, if a reasonable period was set for AWM to perform or cure and the period ended without result.

In the case of subsequent fulfillment by providing a new item, the customer must provide compensation for value to the extent the customer used the old item.

If a target application rate is agreed upon, AWM is entitled to claim compensation for the costs of producing a new item in proportion of the actual reached application rate compared to the agreed target application rate.

If special samplings are necessary due to subsequent fulfillment, the costs of special samplings are not considered as damage

### **VII. Compensation / Liability**

a) All claims for damages of the customer, regardless of the legal reason, are excluded. Exclusion of claims does not apply if liability is mandatory in cases of willful misconduct, grossly negligence or breach of contract or for damage from injury to life, body or health due to negligent breach of duty.

b) Damages for breach of contract is limited to the typical foreseeable damage, unless intent or gross negligence. Claims of the customer for consequential damages are excluded, unless the damage is caused by intent or gross negligence by AWM.

c) The liability of AWM is limited to the contract price, unless otherwise agreed upon in writing. The contract value is determined based on the contract price, plus addenda.

### **VIII. Cancellation, rescission**

If the customer - in the case of contract-for-work legislation being applicable - revoked or terminated the contract for reasons AMW is not responsible for, AWM is entitled to claim compensation for all expenses incurred plus additional 5 % of the net contract value as compensation for loss of profit, unless the customer proves lower or AWM higher loss of profit.

### **IX. Final Provisions**

Place of Jurisdiction for all disputes arising from the contractual relationship is Arnstadt. If any provision of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. Additional agreements do not exist.

Changes or additions must be made in written form. This also applies to any waiver of the written form. German law exclusively shall apply to the exclusion of the UN Convention on the International Sale of Goods (CISG), even if the Buyer is domiciled abroad.