

GENERAL TERMS AND CONDITIONS OF BUSINESS

Kläger Plastik GmbH, represented by managing director Kristian Kläger, Portnerstrasse 84, 86356 Neusaess, Germany, entered into the Commercial Register of the Local Court of Augsburg, registration number: HRB 7791, VAT ID no.: DE 127487424 ("Kläger Plastik"), VAT ID no. DE 127487424 and

Kläger SPC GmbH & Co. KG, represented by managing director Kristian Kläger, Sonnenstraße 31, 04746 Hartha, Germany, entered into the Commercial Register of the Local Court of Chemnitz, registration number: HRA 9656, VAT ID no.: DE 355954907 ("Kläger SPC"), VAT ID no. DE 355954907.

1. GENERAL; SCOPE OF APPLICABILITY

1.1 The following General Terms and Conditions of Business ("GTC") shall apply to all business relationships of Kläger Plastik / Kläger SPC as seller/contractor with the buyer/client (customer). The GTC shall apply only if the customer is an entrepreneur (§ 14 of the Bürgerliches Gesetzbuch, the "BGB"), a legal person under public law, or an investment fund under public law within the meaning of § 310 para. 1 sent. 1 BGB. An 'entrepreneur' is a natural or a legal person or a partnership vested with legal capacity, which, upon entering into a negotium juridicum transaction, is acting in the exercise of its commercial or independent professional activity.

1.2 These GTC shall apply exclusively. Any deviating, opposing, or supplemental general terms and conditions of business of the customer's shall have no applicability, even if Kläger Plastik / Kläger SPC does not separately object to their validity in the individual instance. The GTC shall apply independently of whether the customer uses the goods directly for itself or whether they are produced by Kläger Plastik / Kläger SPC in accordance with the customer's guidelines and specifications and delivered to the customer for further sale. With issuance of the order by the customer, these GTC shall be deemed as acknowledged and shall become a material part of the contract. These GTC shall apply even if Kläger Plastik / Kläger SPC (i) carries out the delivery to the customer without reservation or (ii) renders performances for the customer with knowledge of terms and conditions of business opposing or deviating from these GTC.

1.3 These GTC shall apply to ongoing business relationships as well as to future business transactions, even if reference thereto is not expressly made, insofar as they were referred to in an order confirmed earlier by Kläger Plastik / Kläger SPC.

1.4 Any individual agreements made with the customer in the individual instance shall always take precedence over these GTC. Any amendments and restatements should be effected in the text-form.

2. CONTRACT FORMATION AND ASSIGNMENT

2.1 All offers from Kläger Plastik / Kläger SPC shall be subject to alteration and non-binding, insofar as they are not expressly identified as binding.

2.2 The customer shall be bound to its order for four (4) weeks. This notice period shall be shortened by two (2) weeks for purchase items that are "in stock" at Kläger Plastik / Kläger SPC. The contract is formed when Kläger Plastik / Kläger SPC confirms the order in writing within the notice period or carries out the delivery.

2.3 Any assignment of the customer's rights arising from this contract shall require the consent of Kläger Plastik / Kläger SPC.

3. GENERAL PERFORMANCES

3.1 Ordinarily, patterns and samples are to be non-binding. Designs shall be able to be changed by Kläger Plastik / Kläger SPC within the scope of what is reasonable, i.e., to the extent that such is compatible with customer guidelines or any deviation is only slight, so that the utility of the delivery or performance concerning the contractually provided purpose is not deleteriously affected. Equally permissible shall be reasonable deviations, customary in the industry, or deviations that are effected due to legal rules and regulations or that constitute technical improvements, as well as the replacement of parts with parts of equal value, to the extent that they do not deleteriously affect the utility of the delivery or performance concerning the contractually provided purpose.

3.2 All statements concerning suitability, possibilities of application, and concerning the nature of the goods/performance owed are effected to the best of Kläger Plastik's / Kläger SPC's knowledge and are only approximately dispositive, unless the utility of the delivery or performance requires precise concurrence for the purpose of the contractually provided purpose. Ordinarily, the above statements constitute only an empirically based value of Kläger Plastik / Kläger SPC and are not guaranteed material quality features. In this respect, the customer shall not be released from satisfying itself, through its own inspection, as to the suitability of the goods/performance for the contractually provided purpose of use and of the contractually stipulated material quality.

3.3 Kläger Plastik / Kläger SPC shall retain the title rights, copyrights, and, as applicable, intellectual property rights to any illustrations, plans, drawings, calculations, execution instructions, product descriptions, and other documents, including, but not limited to, the exclusive use and exploitation of the rights. It shall be allowed to make the documents accessible to third parties only after the prior consent of Kläger Plastik / Kläger SPC, and the documents are to be given back without undue delay, if the order is not issued to Kläger Plastik / Kläger SPC. Apart from such, the documents are to be kept in confidence vis-à-vis other third parties, including after the end of the contract. The non-disclosure obligation shall be extinguished in accordance with (15) only if and to the extent that the knowledge contained in the documents provided has become generally known.

4. MANUFACTURES ON BEHALF OF THE CUSTOMER

4.1 As needed, Kläger Plastik / Kläger SPC shall be able, in the individual instance pursuant to separate agreement, to be commissioned with the production and delivery of goods in accordance with the customer's guidelines and specifications. In accordance herewith, Kläger Plastik / Kläger SPC shall be obligated to make a pattern available to

the customer for the series delivery in a timely manner prior to the production release; the sampling, including, but not limited to, the testing for functionality and quality, shall be effected by the customer. The customer shall thereupon issue the production release for the series (start of series production), if the patterns pass the sampling and, in particular, correspond with the previously coordinated requirements.

4.2 In the individual instance, the parties shall separately coordinate concerning delivery on-calls and requirements forecasts. Only under separate, express agreement shall Kläger Plastik / Kläger SPC be obligated to retain production and delivery capacities sufficient to accept and to be able to fulfill income delivery on-calls on the basis of the requirements forecasts. On the basis of the requirement forecast, Kläger Plastik / Kläger SPC shall have the right and shall be obligated to raw material purchase, depending on the contractual agreement. If the customer, contrary to the statement in the requirements forecast, does not place the number of calls stated, then the customer shall reimburse Kläger Plastik / Kläger SPC for the costs of the raw materials fruitlessly acquired in this regard.

4.3 Insofar as the customer may make available drawings, plans, models, templates, patterns, tools, devices, weights, measures and similar performance data for the purposes of manufacturing, the customer shall have to have the right to transfer and to use these documents, tools and data. The customer shall consent to further use and reproduction of these documents, tools, and data by Kläger Plastik / Kläger SPC and – to the extent necessary for the order – to a transfer to third parties as well.

The customer shall not be allowed to use as artwork master any illustrations or labels in violation of provisions of law and thus prohibited, including, but not limited to, any propaganda material or markers of anti-constitutional organizations. Furthermore, with the order the customer assures that as a result thereof, no copyrights, trademark rights, or other rights of third parties are being infringed. Insofar as the customer is responsible for having caused any breach of duty in this regard, the customer shall be liable for all consequences arising from a breach of the aforementioned duties, and shall indemnify Kläger Plastik / Kläger SPC for any and all liability in the event of any claim availed by a third party. Such shall also include costs of an appropriate legal defense in the statutory fee amount pursuant to the Rechtsanwaltsvergütungsgesetz (the Attorney Compensation Act). If a third party prohibits Kläger Plastik / Kläger SPC from manufacture or delivery through the invocation of a protective right belonging to said third party, then Kläger Plastik / Kläger SPC – without any review of the legal situation – shall have the right to cease work until resolution of the legal situation by the customer and the third party.

4.4 If materials are delivered by the customer, then they are to be delivered at its expense and risk with a reasonable quantity surcharge of at least 5%, in a timely manner and with flawless material quality. In the event of non-fulfillment of these prerequisites, the delivery period shall be appropriately extended. Except in cases of force majeure, the customer shall also bear any additional expenses arising for manufacturing disruptions.

4.5 Kläger Plastik / Kläger SPC shall have the right, and shall be obligated, to manufacture the goods in accordance with the customer's specifications and to furnish the goods, as applicable, with the trademarks and other identifiers of the customer, as the customer so determines on a case-by-case basis. For this purpose, the customer shall provide Kläger Plastik / Kläger SPC with the particular means for labeling and identification. These means for labeling and identification shall always remain the property of the customer.

5. MOLDS (TOOLS)

5.1 The price for molds shall also contain the costs for one-time sampling, but not, however, the costs for testing and machining facilities or for any changes occasioned by the customer. Costs for further samplings which Kläger Plastik / Kläger SPC is responsible for having caused shall be at the expense of Kläger Plastik / Kläger SPC.

5.2 To the extent not otherwise stipulated, Kläger Plastik / Kläger SPC is and shall remain the owner of the molds manufactured for the customer by Kläger Plastik / Kläger SPC itself or by any third party retained by it. The molds shall be used with express agreement only for the customer's orders as long as the customer complies with its payment and purchase obligations. Kläger Plastik / Kläger SPC shall therefore be obligated to replace these molds at no charge only if these are necessary to fulfill an output quantity assured to the customer. The retention obligation of the supplier shall extinguish two (2) years after the last partial delivery from the mold. The customer is to be informed prior to its disposa.

5.3 Insofar as a contract comes to an end without the molds, however, having been fully amortized, Kläger Plastik / Kläger SPC shall have the right to bill for the full amount of residual amortization without undue delay.

5.4 Should the customer, in accordance with agreement, become the owner of the molds, then title thereto shall pass to the customer after complete payment of the purchase price for the molds. The transfer of the molds to the customer shall be substituted by custody for the benefit of the customer. Independently of the statutory surrender claim of the customer and of the lifespan of the molds, the supplier shall have the right to the exclusive possession thereof until the end of the contract. Kläger Plastik / Kläger SPC shall have to identify the molds as outside property and to insure them at the customer's expense upon the customer's demand.

For molds that are the customer's own and/or those which have been made available

by the customer on loan, the liability of Kläger Plastik / Kläger SPC shall be restricted with respect to custody and care to the prudence expected in its own affairs. Expenses for maintenance and insurance shall be borne by the customer. The obligations of Kläger Plastik / Kläger SPC shall be extinguished if the molds are not retrieved by the customer within a reasonable period following completion of the order and commensurate demand. As long as the customer has not complied with its contractual obligations to the fullest extent, Kläger Plastik / Kläger SPC shall, in any event, be entitled to a retention right in the molds.

6. USE AND SAFETY

6.1 Kläger Plastik's / Kläger SPC's product descriptions, assembly instructions, operation or operating instructions shall apply, as well as the safety advisories of Kläger Plastik / Kläger SPC contained therein. The goods are to be used only in accordance with the product description and the instructions, and the instructions are to be shared with third persons.

6.2 Plastik Plastik / Kläger SPC does not manufacture products that meet the packaging requirements of the cosmetics GMP, respectively the standards for medical, food or pharmaceutical. The responsibility for the use of a legally permissible packaging, according to the area of application, is not borne by Kläger Plastik / Kläger SPC as manufacturer, but by the distributor of the packaging, filled with goods.

6.3 Kläger Plastik / Kläger SPC assumes no responsibility for damage or claims of third parties, if these were caused by the fact that its products were used in the areas listed under 6.2.

6.4 Insofar as a product is to be used for coming into contact with foodstuffs, the suitability of the materials for the specific foodstuff is to be tested by the customer beforehand, at the customer's own responsibility.

6.5 Prior to putting the goods into use, the customer shall have to test whether all parts are undamaged and functioning properly. The goods are to be capable of use only in the design intended by Kläger Plastik / Kläger SPC. To the extent that exchange parts and integral parts or other accessories are used for the goods and it does not involve original parts or parts that Kläger Plastik / Kläger SPC has released, then Kläger Plastik / Kläger SPC shall no longer be able to warrant the proper functionality. The products delivered by Kläger Plastik / Kläger SPC, furthermore, are not suitable for unrestricted use with all types of fluids or other materials.

6.6 The customer shall have to observe the information provided in the product descriptions and instructions concerning the consistency and suitability of particular substances. However, this concerns only general information and recommendations concerning use of the goods. The suitability of the material for the respective substances, to the extent nothing else has been stipulated between the parties, shall have to be tested in advance by the customer at its own responsibility. Precise determinations by Kläger Plastik / Kläger SPC shall take place only after individual testing of a sample shipment of the customer.

6.7 It shall not be allowed for the goods to stand under pressure for considerable lengths of time; nor should they be exposed to direct sunlight. There shall not be any filling with hot fluids exceeding 30° Celsius. The maximum filling quantity must be observed. Furthermore, the customer, as the case may be, shall have to strictly observe existing safety guidelines of the manufacturer of the substances to be used. It shall not be allowed for the goods to be used on human beings or animals. Children should be supervised in order to ensure that the goods are not used in an improper manner.

6.8 Kläger Plastik's / Kläger SPC's policies concerning the maintenance and care of the products in accordance with the product descriptions and instructions are to be observed and complied with. Repairs or an exchange of worn-out parts shall be allowed to be performed exclusively by Kläger Plastik / Kläger SPC itself or by expert dealers. In the event of improper maintenance and care, or in the event of any other improper use, it shall no longer be possible to warrant the functionality of the goods; furthermore, in the individual case, considerable risks can arise for the user.

7. PRICES, TERMS AND CONDITIONS OF PAYMENT

7.1 Kläger Plastik's / Kläger SPC's prices shall be understood to be net ex works, plus the respectively applicable statutory sales tax and value-added tax, packaging, any customs duties for export-destined deliveries, as well as any fees and other public taxes. If it is stipulated that price shall depend on component weight, then the final price shall result from the weight of the released pattern.

7.2 If cost factors dispositive for pricing (manufacturing material, energy, fuel, wages and salaries, etc.) materially change in the time from contract formation through the contractually provided date of delivery, then Kläger Plastik / Kläger SPC shall be authorized, for the purpose of compensating for such cost increases, to demand that the client agree to new prices varying from those offered or confirmed. If no agreement can be reached, then Kläger Plastik / Kläger SPC shall have the right to withdraw from the contract.

For new orders, Kläger Plastik / Kläger SPC shall not be bound by prices previously communicated.

7.3 Payments are to be rendered without any deduction, viz., fourteen (14) days after delivery or acceptance and billing.

7.4 For orders of customers having their domicile or business seat abroad, or in the event of justified indications of a risk of non-payment, Kläger Plastik / Kläger SPC shall, however, even within the scope of an ongoing business relationship, have the right at any time to carry out all or part of a delivery only in consideration of advance payment. Kläger Plastik / Kläger SPC shall declare a commensurate reservation by no later than upon order confirmation. Delivery shall be effected only after full prior payment or the furnishing of a suitable security. The same shall apply if, after formation of the contract, circumstances become known to Kläger Plastik / Kläger SPC that are likely to materially reduce the creditworthiness of the customer and through which the

customer's payment of Kläger Plastik's / Kläger SPC's open receivables arising from the respective contractual relationship (including those arising from other individual orders for which the self-same master agreement is applicable) is jeopardized.

7.5 The customer shall be able to set off against only such counterclaims that are undisputed, judicially determined, or judicially recognized. Such shall be without prejudice to the customer's right to setoff with contractual and other claims arising from the initiation or execution of this contractual relationship. The customer shall be able to exercise a right of retention only if its counterclaim is based on the self-same contractual relationship.

8. DELIVERY DATES AND DEADLINES

8.1 Delivery dates and delivery deadlines shall be stipulated in writing, and it shall be possible to designate them as binding or non-binding. Delivery deadlines shall commence with contract formation. Evincing readiness to delivery shall be deemed as compliance with delivery dates and delivery deadlines.

8.2. If the customer does not, in the individual instance, make available upon request (i) the specifications in particular samples requisite for carrying out the order or (ii) the requisite approvals or release, including, but not limited to samples, then the delivery dates and deadlines shall be extended by the corresponding period of time.

8.3 If Kläger Plastik / Kläger SPC enters into default with a delivery or performance, then the liability of Kläger Plastik / Kläger SPC shall be restricted in accordance with (11) of these GTC.

8.4 For call orders lacking an agreement for term, production lot sizes, and acceptance dates, Kläger Plastik / Kläger SPC shall ordinarily be able to demand a binding commitment by no later than three (3) months after order confirmation. If the customer does not comply with this demand within three (3) weeks, then the supplier shall have the right to set a two-week grace period and, after its expiration, to withdraw from the contract and/or to demand compensatory damages.

8.5 If shipping or delivery is delayed at the wish of the customer by more than one (1) month after readiness to ship is announced, then for each month commenced Kläger Plastik / Kläger SPC shall be able to bill storage fees in the amount of 0.5% of the net price of the delivery items, but at a maximum totaling 5% of the net price of the delivery items. The customer shall be able to produce verification that no storage costs have arisen at all or that such are lower than the lump sum. Such shall be without prejudice to any further compensatory damages claims of Kläger Plastik / Kläger SPC.

8.6 Force Majeure (unforeseen circumstances and occurrences not the fault of Kläger Plastik / Kläger SPC and which could not have been averted with the prudence exercised by an ordinary merchant, e.g., labor unrest, war, fire, transportation obstacles, lack of raw material, official measures) or operational disruptions at Kläger Plastik / Kläger SPC as well as at suppliers, which disruptions temporarily prevent Kläger Plastik / Kläger SPC, at no fault of its own, from delivering the purchased item in a timely manner, and postpone delivery dates and deadlines for the duration of the hindrance. The same shall apply as well to any untimely self-delivery by the deliverer, if (i) Kläger Plastik / Kläger SPC entered into a congruent covering transaction, (ii) neither Kläger Plastik / Kläger SPC nor the deliverer is at fault, or (iii) Kläger Plastik / Kläger SPC is not obligated to procurement in the individual case. Kläger Plastik / Kläger SPC shall undertake all reasonable efforts to render performance. Otherwise, the consideration shall be reimbursed without undue delay. In the event of unavailability or of only partial availability, the customer shall be informed without undue delay. If such disruptions lead to a delay of greater than four (4) months, then the customer shall be able to withdraw from the contract.

9. DELIVERY, PASSAGE OF RISK, AND PACKAGING

9.1 The delivery shall be effect ex works, which shall also be the place of performance for the delivery and for any subsequent performance. At the demand and at the expense of the customer, the goods shall be shipped to a different destination location (sale by delivery to a place other than the place of performance). To the extent not otherwise stipulated, Kläger Plastik / Kläger SPC shall have the right itself to determine the type of shipment (including, but not limited to, transportation company, shipping route, packaging).

9.2 The risk of accidental destruction and of accidental deterioration of the goods shall pass by no later than upon transfer to the customer. However, upon sale by delivery to a place other than the place of performance, the passage of accidental destruction and of accidental deterioration of the goods, as well as the risk of delay, shall already pass with delivery of the goods to the forwarder, to the shipper, or to the person or establishment otherwise designated to carry out the shipment. To the extent that an acceptance is stipulated, such shall be dispositive for the passage of risk. Apart from such, the rules and regulations of the law governing contracts for work and services (Werkvertragsrecht) shall apply mutatis mutandis to any stipulated acceptance. It shall be tantamount to transfer or acceptance if the customer is in default of acceptance.

9.3 To the extent nothing in deviation has been stipulated in the individual instance and that compulsory rules and regulations of the Verpackungsverordnung (the Packaging Act) or other statutory rules and regulations are not opposed, for other deliveries the packaging/containers requisite for the shipment shall be billed at the cost price, and neither taken back nor credited.

9.4 Partial deliveries shall be permitted to the extent that such are reasonable for the customer.

10. WARRANTY

10.1 Kläger Plastik shall assume the risk for faultless quality of the delivered products, unless Kläger Plastik / Kläger SPC, in the individual instance, provides warranties extending beyond such. The reference to technical standards shall serve the description of services and shall not constitute any warranty as to material quality (Beschaffenheitsgarantie). The tolerances customary in the industry shall be

applicable. To the extent nothing in deviation has been expressly stipulated between the parties, manufacture shall be effected using materials customary in the industry and in accordance with known manufacturing processes. Insignificant deviations from samples/patterns or other originals in the case of productions and reproductions in color shall remain reserved; the same shall apply to any deviations between test print and final print.

10.2 Kläger Plastik / Kläger SPC shall not assume any risk insofar as damages arise from incorrect use or unilateral changes to the goods. The same shall apply if the user has treated the goods improperly and in a manner contrary to the assembly or operating instructions or to the safety notices contained therein. It shall be possible for warranty claims to be precluded or materially limited to the extent that the goods are used in a manner contrary to the provisions governing use and safety in accordance with (4).

10.3 Any customer claims for defect shall require that the customer comply with its statutory duties of inspection and complaint notification (§§ 377, 381 of the Handelsgesetzbuch (the Commercial Code)). If a defect turns up at the inspection or subsequently, then written notification thereof is to be provided to Kläger Plastik / Kläger SPC without undue delay. The notification shall be deemed as being "without undue delay" if it is effected within seven (7) business days, whereby the timely dispatch of the notification shall suffice for satisfying the notice period. Independently of this duty of inspection and complaint notification, the customer shall have to provide written notice of obvious defects within seven (7) business days of delivery, whereby here as well, the timely dispatch of the notification shall suffice for satisfying the notice period. If the customer neglects the proper inspection and/or notification of defect, then liability shall be precluded for any defects for which notification has not been made.

10.4 If the customer demands subsequent performance, then such shall be restricted to the elimination of the defect. Such shall be without prejudice to § 439 para. 2 BGB. The expenses required for the purpose of inspection and subsequent performance, including, but not limited to, costs for transportation, road fees, work, and materials (not dismantling and assembly costs) shall be borne by Kläger Plastik / Kläger SPC, if a defect is actually present. Otherwise, Kläger Plastik / Kläger SPC shall be able to demand from the customer reimbursement of the expenses arising from the unjustified demand for elimination of defect (including, but not limited, testing and transportation costs), unless the lacking defectiveness was not cognizable for the customer.

10.5 If the subsequent performance has failed or a reasonable grace period, to be set by the customer in writing for subsequent performance, has fruitlessly expired or is superfluous under the rules and regulations provided by law, then the customer shall be able to withdraw from the purchase contract or to reduce the purchase price. In the event of an insignificant defect, however, there shall exist no right of withdrawal.

10.6 The warranty shall not extend to natural wear or damages that arise after the passage of risk as a result of faulty or negligent treatment, excessive strains or loads, unsuitable equipment, or due to any particular external influences. If improper modifications or maintenance work is performed by the customer or by third parties, then no warranty shall be in existence for such and for the consequences arising therefrom. Kläger Plastik / Kläger SPC shall not be liable for any defects that are the immediate and exclusive consequence of incorrect and/or incomplete drawings and/or other provisos of the customer.

10.7 Any claims of the customer for compensatory damages or restitution of fruitless expenditures shall exist pursuant only to (10) and shall be precluded apart therefrom. No liquidated damages of the customer shall be acknowledged.

11. LIABILITY

11.1 Kläger Plastik / Kläger SPC shall have unlimited liability pursuant to the Produkthaftungsgesetz (the Product Liability Act, the "ProdHaftG") in cases of express assumption of a warranty or of a procurement risk, as well as for malicious or grossly negligent breach of duty. Equally, Kläger Plastik / Kläger SPC shall have unlimited liability in the event of malicious or grossly negligent injury to life, limb, or health. For damages to property or assets caused by slight negligence, Kläger Plastik / Kläger SPC shall be liable only in cases of breach of such duties the fulfillment of which constitutes a sine qua non for the proper execution of the contract and upon the fulfillment of which the customer may rely to a special extent ("Material Contractual Duties"), limited, however, to damages that are foreseeable and contractually typical upon contract formation.

11.2 Apart from such, Kläger Plastik / Kläger SPC shall not ordinarily be liable for damages caused by incorrect use or by unilateral changes to the goods. The same shall apply if the user has treated the goods improperly and in a manner contrary to the assembly or operating instructions or to the safety notices contained therein. It shall, apart from such, be possible for liability to be precluded or materially limited to the extent that the goods are used contrary to the provisions governing use and safety as contemplated by (4).

12. LIMITATION OF ACTIONS

12.1 In derogation of § 438 para. 1 no. 3 BGB, the general limitation period for customer claims arising from material and title defects shall be one (1) year from delivery. To the extent that acceptance has been stipulated, the limitation periods shall commence with the acceptance of the item purchased.

12.2 The above periods for limitation of actions shall not apply to periods for limitation of actions arising under the ProdHaftG. Nor shall there be any prejudice to §§ 438 para. 1 nos. 1 and 2, or to 438 para. 3 BGB. The statutory periods for limitation of actions shall exclusively apply to compensatory damages claims of the customer as contemplated under (11).

13. OWNERSHIP PROVISIO

13.1 The purchase item shall remain the property of Kläger Plastik / Kläger SPC until settlement of all receivables to which Kläger Plastik is entitled based upon the purchase

contract. The ownership proviso shall also remain in existence for all receivables of Kläger Plastik / Kläger SPC against the customer arising from ongoing business relationships.

13.2 For ongoing billing, the retained title to the deliveries (proviso goods) shall be deemed as security for Kläger Plastik's / Kläger SPC's open account balance. If liability of Kläger Plastik / Kläger SPC that is secured by promissory notes is established in connection with payment of the purchase price, then the ownership proviso shall not be extinguished prior to redemption of the promissory note by the customer as drawee.

13.3 If the customer performs any work or processes the goods, such shall be deemed as executed for Kläger Plastik / Kläger SPC under exclusion of the acquisition of title under § 950 BGB; Kläger Plastik / Kläger SPC shall become co-owner of the item thusly coming into existence, corresponding to the ratio of the net billing value of the goods to the net sale price of the goods to be worked on or processed, and which item shall serve as proviso goods for the purposes of securing any claims of Kläger Plastik / Kläger SPC as contemplated by (13.1). In the event of processing (combination/commingling) by the customer with other goods not belonging to Kläger Plastik / Kläger SPC, the provisions of §§ 947, 948 BGB shall apply, with the consequence that Kläger Plastik's / Kläger SPC's co-ownership interest in the new item shall now be deemed as proviso goods within the meaning of these terms and conditions of business.

13.4 Prior to full payment of the secured receivables, it shall not be allowed either to pledge the proviso goods to third parties nor to transfer them for purposes of security. The customer shall have to inform Kläger Plastik / Kläger SPC in writing if an application to initiate bankruptcy proceedings has been filed or to the extent that any access by third parties (e.g., pledging) of the goods belonging to Kläger Plastik takes place.

13.5 In the event of conduct in contravention of the contract, including, but not limited to, non-payment of the mature purchase price, Kläger Plastik / Kläger SPC shall have the right to withdraw from the contract in accordance with the provisions of law and/or to demand surrender of the goods based upon the ownership proviso. The surrender demand shall not simultaneously include the declaration of withdrawal; Kläger Plastik / Kläger SPC shall, rather, have the right to demand solely surrender of the goods and to reserve withdrawal. If the customer does not pay the mature purchase price, then Kläger Plastik / Kläger SPC shall be allowed to assert these rights only if (i) Kläger Plastik / Kläger SPC has previously set a payment grace period without success, or (ii) under the provisions of law it is not necessary to set a grace period in this manner.

13.6 The customer shall, until revocation as set forth below, be authorized to resell and/or to process in the ordinary course of business the goods subject to the ownership proviso. In this event, the following provisions shall complementarily apply.

13.7 If the realizable value of the securities exceeds the receivables by more than 10%, then Kläger Plastik / Kläger SPC shall, upon the customer's demand, release the securities at the discretion of Kläger Plastik / Kläger SPC.

14. DATA PROTECTION

Kläger Plastik / Kläger SPC shall process personal data as contemplated by the provisions of the General Data Protection Regulation of the European Union (Regulation (EU) 2016/679 of the European Union, the "GDPR") as well as any other applicable statutory data protection provisions, including, but not limited to, the Bundesdatenschutzgesetz (the Federal Data Protection Act, the "BDSG"). All data shall of course be treated in a confidential manner. More specific information can be found in the separate data protection notices from Kläger Plastik / Kläger SPC containing a detailed survey of the processing of personal data.

15. NON-DISCLOSURE

15.1 The customer shall be obligated always – even in the event of doubt – to treat all (not public) technical, economic, and personal occurrences and relationships of Kläger Plastik / Kläger SPC, which become known to the customer in connection with the contractual relationship with Kläger Plastik / Kläger SPC or corresponding offers, ancillary performances, advice, and information, as business or trade secrets, to maintain secrecy concerning such, and to ensure that third parties (including family members and employees not involved in the matter) do not obtain knowledge thereof without authorization. The duty of non-disclosure shall also continue to exist even after the end of the contractual relationship.

15.2 If the customer culpably breaches the non-disclosure obligation, then it shall be obligated to pay Kläger Plastik / Kläger SPC, for each incident of breach, liquidated damages (Vertragsstrafe) in the amount of 5% of the net order value. The assertion of compensatory damages claims extending beyond such shall remain reserved.

16. CHOICE OF LAW, VENUE, PLACE OF PERFORMANCE

16.1 The law of the Federal Republic of Germany, exclusively, shall apply to the contractual relationship between the customer and Kläger Plastik / Kläger SPC, to the exclusion of any conflict-of-laws standards of international private law or the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 Should any clause of these GTC be ineffective, then such shall not deleteriously impair the effectiveness of the contract and the remaining clauses. To replace the ineffective or void provision, there shall be found a provision commensurate to the economic intention.

16.3 For all present and future claims arising from the business connection with merchants, including receivables for checks and bills of exchange, exclusive venue shall be at the seat of Kläger Plastik / Kläger SPC. Nevertheless, Kläger Plastik / Kläger SPC shall also have the right to file suit at the customer's general place of venue.

16.4 The place of performance shall be at the seat of Kläger Plastik / Kläger SPC.