



# General Terms and Conditions of Papiertechnischen Service- und Vertriebs GmbH (PTSV)

(Stand: 01.09.2019)

## 1. Area of application

- a) The following terms and conditions apply to all business relationships with the customers/clients of Papiertechnische Service- und Vertriebs GmbH (hereinafter "PTSV") who are not consumers. They apply in particular to all deliveries and services (hereinafter "products") by PTSV, including contracts concluded by way of electronic business transactions.
- b) Deviating, conflicting or supplementary terms and conditions of the customer shall not become part of the contract unless PTSV consents to their validity in writing. This requirement of consent shall apply in any case, even if PTSV performs the service without reservation in the knowledge of the general terms and conditions of the customer. Acts of performance by PTSV do not constitute approval of the client's terms and conditions.
- c) Insofar as a separate contract on the order has been or will be concluded between PTSV and the client, the GTC shall continue to apply in addition to the separately agreed contract. For the content of such agreements, subject to proof to the contrary, a written contract or its written confirmation is necessary.

## 2. General information

- a) The offers of PTSV are subject to change and limited to 30 days. To be effective, orders must be accepted by PTSV by means of a written declaration, i.e. in text form in accordance with § 126b of the German Civil Code (BGB). Contracts concluded on the basis of orders without a previous offer from PTSV shall be concluded exclusively on the basis of these General Terms and Conditions and by written order confirmation by PTSV.
- b) The subject matter of the order shall be the services and work or properties described in detail in the service description as well as in the offer letter or contract or in the order confirmation. Additional services shall be charged separately. Dimension and weight specifications, illustrations and descriptions in printed matter, advertising documents and other public statements are not binding.
- c) Unless otherwise agreed separately, deliveries for call-off orders must be called off within twelve months of the order confirmation. If the call-off is not made within this period, PTSV shall be entitled to invoice the remaining order.
- d) If the service description or the letter of offer contains a period of time or a date for the performance of the service and if it turns out during the execution of the order that this agreed time for performance cannot be complied with, PTSV will inform the contracting party of the reasons for the delay and agree with the contracting party on an appropriate adjustment. If it transpires that the delay is due to circumstances which are inherent in the matter or for which the Principal is responsible, PTSV is authorised to unilaterally determine an appropriate extension.
- e) PTSV is entitled to correct obvious errors (spelling and calculation errors) on offers, cost estimates, delivery notes, invoices etc. at any time.
- f) PTSV procures the products from an upstream supplier. It has the right to subcontract services to third parties if it cannot provide the service itself.
- g) All drawings and technical documents handed over to one of the two parties remain their property. The other party may only reproduce these documents for its own use and may not pass them on to third parties. Rights of retention to such documents are

excluded.

## 3. Prices and terms of payment

- a) Prices are net, ex warehouse/head office of PTSV (exw), according to Incoterms 2010, without duties, excluding packaging and transport.
- b) The information on the order confirmation shall be authoritative for prices and terms of payment. Incidental costs for postage (except transport costs), telephone, typing and copying are included in the agreed remuneration. The client shall bear the transport costs, any customs duties, fees, taxes and other public charges.
- c) PTSV shall only make payment in advance unless expressly agreed otherwise in writing. Payments are to be made without deduction to the specified account of PTSV, stating the invoice number.
- d) Upon expiry of the aforementioned payment deadline, the Client shall be in default. During the period of default, the agreed payment amount shall be subject to interest at the currently applicable statutory default interest rate from the due date (§ 353 HGB). PTSV reserves the right to assert further damage caused by default.
- e) Reminders are subject to reminder fees.
- f) Payments made by the principal shall first be set off against any claims against the principal for interest and expenses still outstanding and then for settlement of the oldest invoice items. In the event of non-fulfilment of payment agreements, in the event of default in payment as well as exceeding the agreed payment deadline or insolvency or over-indebtedness of the client, PTSV may also withdraw from any contract without setting a grace period.
- g) Offsetting against claims of PTSV is only permissible if the counterclaim is undisputed or has been legally established.
- h) The Client may only exercise a right of retention if its counterclaim is undisputed or has been legally established.
- i) In the event of defects, however, the Client's counter rights shall remain unaffected.

## 4. Delivery

- a) PTSV is entitled to make partial and advance deliveries.
- b) Events of force majeure and other events beyond the control of PTSV, in particular delays in delivery by an upstream supplier of PTSV, if a congruent covering transaction exists, as well as strikes, lock-outs and other circumstances which make delivery considerably more difficult or impossible for PTSV, entitle PTSV to cancel delivery commitments which are still open or to postpone delivery for the duration of the hindrance. In the latter case, the customer can demand a declaration from PTSV as to whether PTSV will withdraw from the contract or deliver within a reasonable period. If the declaration is not made within a reasonable period of time, the customer may withdraw from the contract by setting a period of grace of at least four (4) weeks. Any further claims of the client are excluded.
- c) Delivery shall be ex warehouse/headquarters of PTSV (exw in accordance with Incoterms 2010). The place of delivery and the place of transfer of risk is the registered office of PTSV. Unless otherwise agreed, PTSV is entitled to determine the type of dispatch, in particular the transport company, the dispatch route and the packaging. The time of delivery is deemed to be the day on which the products are placed at the disposal of the customer on the premises of PTSV as agreed. The risk shall pass to the customer at the time the products are made available.

- d) PTSV's obligation to perform is limited to the handing over of the product to the transport company to the stock of products of the same type and designation at PTSV. There is no obligation to procure beyond this.
- e) The agreed delivery periods do not begin to run until the delivery confirmation has been made. PTSV is not liable for delays in delivery on the part of the upstream supplier.

## 5. Retention of title

- a) PTSV retains ownership of the delivered products until full payment of the purchase price together with all ancillary charges including interest on arrears and costs. If the delivered product is treated or processed and combined with other items, PTSV is entitled to the resulting co-ownership share in the item created by treatment or processing in the ratio of the purchase price of the delivered products to the value of the other processed items at the time of treatment or combination.
- b) The customer shall take the necessary measures to safeguard the retention of title. At the request of PTSV, the customer must ensure that the products are adequately insured. In particular, he is not permitted to pledge the products or to transfer them to third parties by way of security or to dispose of the product in any other way within the framework of proper business management for the benefit of third parties, unless otherwise agreed in writing.
- c) In the event of a claim by a third party, the customer is obliged to point out PTSV's right of ownership and to inform PTSV immediately in writing so that PTSV can assert its ownership. Insofar as the third party is not in a position or is not obliged to reimburse PTSV for the costs of asserting the property, the client is liable for the loss incurred by PTSV. This applies equally if the assertion was made necessary by an act of the customer.
- d) If the products are resold before full payment of the purchase price including all ancillary charges, the purchase price claim arising from the resale to third parties shall be deemed to have been assigned to PTSV instead of the reserved ownership. This is to be noted accordingly in the business books of the customer and the assignment is to be notified to the third party.

## 7. Nondisclosure

- a) The contracting parties undertake not to disclose to third parties mutually confidential information, in particular facts of a technical or business nature of commercial significance which are marked as confidential. Confidential information is information which has not previously been known or readily accessible either in its entirety or in its details, which is therefore of commercial value, which is protected on the part of the owner by appropriate confidentiality measures and in which there is a justified interest in keeping it confidential. Confidential information which does not meet the requirements of the Business Secrets Act but which is recognisably confidential information is also covered by the duty of confidentiality. This confidentiality obligation shall continue to apply one (1) year after termination of the order. The only facts and circumstances which are not confidential are those which are already publicly known or become publicly known during the performance of the contract without the contracting parties,



their employees or vicarious agents being responsible for this or which must be published on the basis of a compulsory official or judicial order or a compulsory legal provision.

- b) Secret know-how transmitted by PTSV and/or the client and belonging to PTSV or the client is to be treated as a trade secret of its own, in particular not to be disclosed to third parties and only to be made accessible to the employees and vicarious agents who necessarily come into contact with it on account of the order and who are correspondingly obliged to maintain secrecy. The recipient shall refrain from exploiting or imitating the confidential information itself in any way outside the purpose of the order (reverse engineering). In all other respects, the client shall be obliged to maintain strictest internal secrecy.

### 8. Gewährleistung und Haftung

- a) PTSV sells the products, but is not the manufacturer, as it obtains the products from a pre-supplier. A manufacturer's liability is therefore excluded. PTSV shall not be liable for delays in delivery by the upstream supplier.
- b) PTSV guarantees that the product has the contractually owed quality as well as the expressly assured or guaranteed properties. Minor or insignificant deviations with regard to colour, material thickness and design of the product are reserved and do not lead to a deviation from the agreed quality.
- c) The warranty period shall be six (6) months and shall commence on the date of handover, unless otherwise agreed exclusively in writing against payment. In the case of resold products, the acceptance of the guarantee by the producer is essential.
- d) PTSV is liable exclusively for intent and gross negligence on its part, on the part of its legal representatives and vicarious agents for damages resulting from injury to life, body or health. It shall not be liable in cases of negligence. Claims of the

client against PTSV - irrespective of the legal basis - shall be limited to the order value. Further claims are excluded. The limitations of liability shall also apply in the event of breaches of duty by or in favour of persons for whose fault PTSV is responsible in accordance with statutory provisions.

- e) The client must inspect the product handed over by PTSV without delay and give notice of defects in writing without delay. Claims due to recognisable defects only exist if they are notified to PTSV within a period of 7 working days from handover, unless a shorter statutory period applies. In the case of defects which only become apparent when the product is used, the period for giving notice of defects ends 7 working days after the first use of the product, but no later than six (6) months after the product has been handed over. If the customer fails to give this notice of defect, PTSV's liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.
- f) Products which are demonstrably defective ex works shall, if a complaint is made in good time, be replaced, repaired or the corresponding invoice value credited at the discretion of PTSV and shall be limited to the performance commitments of the upstream supplier. This does not apply to products which are subject to premature consumption or closure as a result of their material properties or after their use, nor to damage as a result of natural wear and tear, incorrect ordering, improper use, chemical, electrochemical or electrical influences of any kind whatsoever. Conversion and price reduction are excluded in any case. Return shipments of goods require the express and written consent of PTSV and shall be at the expense and risk of the customer.
- g) The client may assert claims under the title of warranty up to a maximum of 12 months after handover if a complaint is made in good time. PTSV shall be liable exclusively for services rendered by itself within the scope of the contractually agreed properties and within the scope of the properties assured by the pre-supplier.

Any treatment or processing of the goods shall lead to the exclusion of the warranty.

- h) If a warranty case arises in the relationship between the client and his customer, recourse to PTSV as the foreman after expiry of the warranty period is excluded. The client shall also exclude the right of recourse against the foreman after the expiry of the warranty period vis-à-vis his customers.

### 13. Other

- a) If reference is made to the written form, the text form pursuant to § 126b BGB is sufficient.
- b) Subsidiary agreements, amendments or supplements to the contract as well as legally relevant declarations and notifications must be made in text form (e.g.: e-mail, letter, fax). This also applies to the waiver of this text form requirement. Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.
- c) The place of performance for all obligations arising from the GTC is the PTSV premises in Heidenau.
- d) Insofar as the requirements of § 38 ZPO (German Code of Civil Procedure) are met, Dresden shall be the exclusive place of jurisdiction for all disputes in connection with these GTC.
- e) The contractual relationship shall be governed by the substantive law of the Federal Republic of Germany, to the exclusion of the conflict of laws rules of private international law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- f) Should one or more provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The same shall apply in the event of a loophole.