

General Terms and Conditions of Weener Plastics, Inc.

A. General Terms and Conditions of Sale and Delivery

I. Applicability

The following General Terms and Conditions of Sale and Delivery shall apply to all contracts between organizations, in which Weener Plastics, Inc. (hereinafter "Weener") acts as the seller or supplier. Unless explicitly agreed otherwise and in so far as the content is deemed to be transfer-able, these General Terms and Conditions of Sale and Delivery shall apply, with the necessary modifications, to the delivery by an affiliated company of Weener.

These General Terms and Conditions of Sale and Delivery shall apply likewise and without a further specific reference to all future business conducted with the buyer in so far as these are similar legal transactions. Additional, conflicting, or deviating Terms and Conditions of the buyer, which are not expressly accepted in writing by Weener, shall not be binding, even if they have not been otherwise explicitly rejected. This shall also apply when Weener carries out the delivery without reservation while being aware of contrasting or deviating terms and conditions of the buyer.

All offers made by Weener are non-binding, unless they have been explicitly marked with the designation "binding" or their binding nature has been confirmed in writing. However, once offers are accepted, they are governed by these General Terms and Conditions herein.

II. Payment

1. The conditions of payment shall be determined by the type of the delivered goods.

a) Tools (molds) shall be invoiced as 60% at receipt of PO, 30% after first sampling and 10% after approval. The invoice shall be payable net without deduction of a cash discount.

b) In terms of the stipulation of an amortization clause, a quarterly check of the ordered amounts will be done and any shortfall shall be invoiced. Any shortfall after 3 (three) years amortization term shall also be invoiced at once. The invoices shall be payable net upon receipt without deduction of a cash discount, if applicable.

c) The following shall apply to finished goods: All prices shall apply exclusive of freight and customs and inclusive of packaging, which means Weener will make goods available at its premises. Prices shall not include any tax, if applicable; if so, it will be separately posted on the invoice in the statutory amount applicable at the time of invoicing.

Unless otherwise stated in the confirmation of the order, the purchasing price shall be due for payment, without a deduction, within 30 days from the date of the invoice. The date of payment shall be determined by the date of receipt at Weener. All types of services shall always be rendered net.

2. If the payment term is exceeded without payment, Weener shall have the right to charge a default interest rate amounting to 8 percent above the respective prime lending rate. Weener shall reserve its right to claim a higher compensation for the delay within the legal rate.

If nonpayment shall extend for more than 30 days, the buyer shall be responsible for all collection costs, including court costs, postage, attorney fees (which shall amount at a minimum to 15% of the outstanding balance up to any reasonable amount awarded), and any other such costs to collect payment up to the limit inasmuch as allowed by North Carolina Law.

3. Offsetting against counterclaims of the buyer or withholding payments resulting from such claims shall only be permitted in so far as the counterclaims are undisputed or have been so determined by the applicable court of law.

4. If, after the delivery of goods under the contract, Weener becomes aware of circumstances which substantially reduce the creditworthiness of the buyer and which threaten the payment by the buyer of the outstanding claims of Weener arising from the particular contractual relationship (including other individual orders which are subject to the same framework agreement), Weener has the right to make or provide outstanding deliveries or services only upon receipt of prepayment or collateral security.

III. Period of Delivery

1. The period of delivery shall start on the date of acceptance of the order and shall be deemed as having been fulfilled when the ordered goods have left the possession of Weener or an affiliated company, or when the buyer has been notified of their readiness for shipment. The start of our stated period of delivery shall be conditional on the clarification of all relevant technical issues. Furthermore, the compliance with the delivery period shall be conditional on the buyer fulfilling its obligations properly and on time. Weener reserves the right to a defense of non-performance of the contract.

2. Weener may, notwithstanding its rights regarding the default of the buyer, demand an extension of deadlines for deliveries or a postponement of delivery dates by the period in which the client did not comply with its contractual obligations vis-a-vis the seller.

3. Weener shall be entitled to provide partial deliveries to the extent that the buyer may reasonably be expected to accept these. This shall especially be the case when the delivery of the rest of the ordered goods is assured and when the buyer does not incur any significant additional expenses, unless Weener states its willingness to assume any additional cost.

4. Printed and/or customer-specific goods, as well as call orders, shall be accepted no later than three months following the confirmation of the order. When the buyer does not comply with his acceptance obligations, Weener shall have the right to charge the purchase price and storage costs for goods, which have not been accepted or called and make such costs payable and due immediately. When the buyer is in default regarding its acceptance or when it materially breaches other obligations of participation, Weener shall have the right to claim the reimbursement of the damages it incurred in this respect, including any additional expenses. It reserves the right to assert further claims or rights.

The risk of accidental loss or accidental deterioration of the object of purchase shall be transferred to the buyer at the time when it defaults on the purchase price, debts or acceptance.

If the buyer claims damages for non-performance in the case of a default in delivery and following a reasonable grace period, such compensation shall be limited to the amount of the additional cost of any necessary covering purchase, but no more than the amount of the order value.

5. Weener is not liable for impossibility of delivery or delays in delivery caused by force majeure or other events, which were unforeseeable at the time of conclusion of the contract (such as all forms of operating disruptions, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory licenses, regulatory measures or their absence, incorrect or late delivery by suppliers) and for which Weener cannot be held responsible.

In so far as such events impede or make delivery impossible for Weener and in so far as such impediment is not temporary, Weener has the right to rescind the contract. In case of impediments of a temporary nature, the periods for delivery shall be extended or postponed by the period of such impediment plus a reasonable start-up period. In so far as acceptance of the delivery is deemed to be unacceptable for the buyer as a result of the delay, it may rescind the contract by notifying Weener immediately and in writing.

6. If Weener shall be in default with its delivery, the liability of Weener shall be limited to compensation pursuant to Section VI. of these General Terms and Conditions.

IV. Retention of Title

1. Weener shall reserve the right to its title of all goods and objects delivered if there are claims arising from on-going transactions with the buyer. The retention of title shall extend in particular to all tools and molds manufactured by Weener. The retention of title shall also apply to all of the future deliveries, even when Weener does not explicitly refer to this fact in future documentation. Weener shall have the right to recover the delivered goods. Recovery of the goods by Weener shall constitute a rescission of contract. Following the recovery of the goods, Weener shall be authorized to dispose of the goods. The proceeds of this disposal shall be set off against the liabilities of the buyer – less reasonable disposal costs.

2. In case of the buyer's processing, reworking or transforming of goods or objects, Weener shall be considered the manufacturer and shall acquire title to the newly created goods or objects. In case of processing, the combination or a mixture with other materials in third-party ownership, Weener shall acquire joint title.

The ownership percentages of the joint title shall be determined by the ratio of the invoiced value of the goods and objects to the value of the other materials.

When, in case of a combination or mixture of goods manufactured by Weener and products in third-party ownership, the latter shall be considered as the principal object, Weener shall acquire joint title in a ratio of the invoiced value of the goods plus the processing value to the value of the principal product.

3. As soon and in so far as the buyer is or will be the owner of the filling material and/or other packaging, the buyer herewith transfers the collateral title to these products to Weener. In all cases mentioned above under this Section IV, the buyer shall store for Weener products in a prudent manner in line with industry standards. The buyer shall be obliged, at its own expense, to take out sufficient insurance to cover the original value of the goods against damage caused by fire, water or theft. In so far as maintenance and servicing costs are required, the buyer shall perform them in good time and at its own expense.

4. In so far as the legal ownership of goods or objects shall rest with the buyer, the buyer shall be entitled to dispose of them in the normal course of business, as long as it fulfills its obligations under the transaction in good time. A pledge or transfer to third parties as security shall be excluded as long as there is retention of title, shared co-ownership or inchoate title.

5. Liabilities and rights arising from the sale of goods and objects to which Weener holds the title, shall be ceded as security to Weener on a pro-rata basis corresponding to the ratio of the share in ownership of Weener to the total value of the items or objects sold. The buyer retains the right to sell the goods or objects in the normal course of business. However, the buyer shall cede to Weener, even at this time, claims against third parties arising from these transactions, which accrue to the buyer from the disposal of goods and objects in their original or processed form.

Weener shall herewith accept the above-mentioned assignments. The buyer shall also retain the right to collect payables vis-a-vis its customers and buyers. As long as it complies with its payment obligations originating in the collected proceeds, there is no default of payments and there is neither an action open to insolvency proceedings nor a stoppage of payments. When this shall be the case, Weener may demand that the buyer hand over to Weener all necessary documents for the collection of liabilities and notifies its own debtors of the assignment.

6. Upon request, the buyer shall provide all required information on the inventory of goods and objects constituting the property of Weener as well as any assignments of such goods. The buyer shall notify its own debtors of the assignment.

7. The buyer shall notify Weener immediately of any execution proceedings or other interventions by third parties regarding the goods or objects constituting the property of Weener or assigned liabilities or other security as well as other impediments while immediately handing over the necessary documents for an intervention.

V. Shipment and Transfer of Risk

The provisions of Incoterms 2010 shall apply in international sales to the shipment and the transfer of risk. In sales contained in the United States, North Carolina's General Statutes, Uniform Commercial Code, Chapter 52, Article 2 shall apply to the shipment and the transfer of risk unless otherwise agreed herein.

VI. Liability for Defects

1. There are no implied warranties of merchantability or fitness associated with any goods pursuant to these General Terms and Conditions. However, Weener warranties that conforming and accepted goods shall have a warranty period of one year from the delivery or, in so far as acceptance is required, from acceptance. There are no warranties which extend beyond the description on the face hereof.
2. Immediately following delivery, the buyer shall inspect the goods carefully (general inspection, sample fillings, trial operation, product-specific functional checks, and random recounts). The goods shall be deemed to have been approved by the buyer with respect to apparent defects or other defects, which would have been noticeable with inspection. The buyer shall notify Weener immediately in writing of any such defects. Regarding other defects, the objects delivered shall be deemed as having been accepted by the buyer if Weener does not receive a notification of defects immediately after the time when the defect appeared or would have been apparent with adequate inspection.
3. In case of allegations of alleged defective goods, the buyer shall notify Weener immediately. Weener shall have the right to test and inspect the rejected goods to make a determination of their status and to remedy defects. If opportunity to remedy is not given immediately upon the buyer's notice of the defect, the nonconforming products shall be considered accepted "as is" with all defects. If, irrespective of all care taken, the goods delivered show a justified and recognized defect within the warranty period, Weener will, subject to a timely notification of the defect, remedy the defect or take back the defective goods, as it sees fit, and will supply a replacement or grant an appropriate discount; however any such damages shall be limited to the purchase price of the goods. Weener shall always be given an initial opportunity to render supplementary performance within a reasonable period.
4. Rejected goods shall be kept available by the buyer, until Weener takes them back or authorizes their destruction in writing. Upon request, a rejected object of delivery will be returned and delivery fees paid to Weener. In case of a justified complaint, Weener will retroactively compensate the buyer for the cost of the least expensive delivery method; this shall not apply to a cost increase if the object of delivery is located somewhere other than the place of its intended use.
5. The buyer is required to test goods for defects before use. When the defect was noticeable to the buyer or upon reasonable inspection at a later date during testing the use, which was not apparent with adequate prior inspection, this later date shall determine the period for bringing complaints. If the goods are put into use by the buyer, such goods shall be deemed as having been recognized and accepted according to custom and usage by the buyer regardless of later discovered defects.
6. Information and inquiries regarding the suitability and use of goods delivered by Weener are non-binding and shall not release the buyer from performing its own tests and trials. As regards the compliance with legal and regulatory provisions with respect to the use of the goods, the buyer shall be solely responsible.
7. If Weener opts to not otherwise cure a defect, the buyer shall not be entitled to rescission, if the defect is negligible. Claims resulting from defects not exceeding 0.3% of the total quantity in case of closures, or 0.5% for other plastic parts are considered negligible. When exclusively visual defects are found, the buyer shall be entitled to rescission, when the waste exceeds 4% of the total quantity.
8. Defects in an insignificant partial delivery shall not give the buyer the right to rescission for the remaining quantity.
9. Specified wall thicknesses and weights specified in purchase order(s) will be complied with, if possible. Weener attempts to correctly meet the specified color(s) specified in the purchase order(s). For technical reasons, Weener cannot guarantee full compliance and will not be liable for deviations to said thicknesses, weights, and/or colors.
10. Other claims of the buyer, including those for damages, which are readily apparent and have not been discovered promptly upon delivery, shall be excluded, unless such damage is due to the absence of a property for which Weener has granted an explicit written guarantee in the obvious intent of holding the buyer harmless against damages attributable to this property.
11. Withholding payments or offsetting against counterclaims shall only be permitted in so far as these have been fully determined by the applicable court of law or are undisputed. The buyer shall only be entitled to exercise its right of retention to the extent that its counterclaim is attributable to the same contractual relationship as determined by the applicable court of law.

VII. Industrial and Intellectual Property Rights

1. Buyer will defend, indemnify and hold Weener harmless against a third-party action, suit or proceeding against Weener to the extent such claim is based upon an allegation that a product, as of its delivery date, infringes a valid patent, copyright, intellectual property or industrial property or misappropriates a third party's trade secret. Said products, including design models which Weener supplies when the models are based on data or rules specified by the buyer, shall be the sole responsibility of the buyer.
2. Any party to this contractual relationship shall notify the other party immediately and in writing, if correspondence is received which alleges the infringement of the industrial or intellectual property rights of third parties.
3. Weener shall reserve the ownership and intellectual property rights accruing to it regarding all documents, samples and models, which have been provided to the buyer in the context of the transaction, such as calculations, designs, drawings, design models etc. Such documents must not be made available to third parties, unless Weener has previously given its explicit approval in writing.

VIII. Molds and Production Tools

1. Unless otherwise agreed, designs, models, clichés, drawings, embossing stamps, tools or other production resources shall only be charged on a pro-rata basis.
2. Weener shall store these production tools and resources for subsequent orders, and ensure their normal preventive maintenance. The cost for a replacement of unserviceable production tools shall be borne by Weener only in case of intent or gross negligence. Weener shall have the right to destroy production tools or to otherwise use them, if the buyer does not place any further orders for the goods in question over a period of two (2) years from the last delivery.
3. Unless otherwise agreed, all production tools shall remain the property of Weener, and there shall be no obligation to surrender them.
4. When production tools shall be provided by the buyer, Weener shall not be liable for the appropriateness of their execution. The buyer shall transfer the production tools free of charge. Weener shall be liable only in the instance of successful claims for damages which are attributable to malicious intent or gross negligence (including the intent or gross negligence of Weener representatives or agents). In so far as allowed by law, Weener's liability for damages shall be limited to the foreseeable, typically occurring damage. If Weener shall be found liable by an applicable court of law, for malicious and/or material breach of its contractual duties, its liability shall be limited to foreseeable, typically occurring damage. A material contractual duty shall exist, when the breach is related to a material duty, the performance of which the customer relied upon, and was entitled to rely upon. Unless otherwise agreed above, Weener shall not be liable for damage unaddressed herein, irrespective of the legal nature of the claims submitted. This shall apply particularly to claims for damages attributable to the buyer's lack of due diligence, failure to carefully read the terms herein, or the breach of other obligations or claims under tort law for the compensation of material damages. This limitation shall also apply in so far as the buyer claims the compensation of nominal expenses instead of damage. The aforementioned shall also apply to the personal liability for damages of employees, factory workforce, staff members, representatives, agents, subsidiaries, parents, heirs and assigns.

IX. Liability

1. The liability of Weener for damages, regardless of their legal basis and in particular due to impossibility, default, defective or incorrect delivery, breach of contract, infringement of duties during contract negotiations and tort in this Section IX, shall be restricted to the extent as allowed by North Carolina law.
2. Weener shall not be liable in case of simple negligence of its independent contractors, shareholders, employees or other agents in so far as there is no breach of a material contractual duty herein. Material contractual duties shall be (1) timely delivery and installation of the product, (2) provisions herein concerning defects, and (3) failure to provide industry standard protection from major bodily harm from use of products.
3. If Weener is found liable by an appropriate court of law pursuant to Section VI and Section IX, Paragraph 2 above, such liability shall be limited to the purchase price of the goods if not otherwise in controversy with North Carolina law. Additionally, indirect loss and consequential damage due to defects in the delivered objects shall also be limited to the purchase price of the goods if not otherwise in controversy with North Carolina law.
4. In case of liability for negligence, the obligation of Weener to replace or reimburse damages and a resulting loss of profit shall be limited to the lesser of the purchase price of the product or 1 million USD per legal claim, even if it involves a breach of material contractual duties.
5. The aforementioned exclusions and limitations of liability shall extend to the same extent to the independent contractors, shareholders, employees or other agents of Weener.
6. In so far as Weener provides technical information or acts as a consultant and in so far as such information or consultancy is not included in the contractually agreed scope of services, such services shall be provided free of charge. The buyer shall waive all rights to claims of liability against Weener based on the aforementioned technical information and acts as a consultant.
7. The limitations of this Section IX shall not apply to a determination by the appropriate court of law of liability based on willful and wanton behavior in cases of loss of life, bodily injury or damage to the health of a person.
8. The buyer agrees to indemnify and hold harmless Weener and its officers, directors, shareholders, members, employees, and agents, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever, including without limitation reasonable attorney's fees and other costs (whether or not suit is brought), arising either directly or indirectly from any act or failure to act by the buyer or any of its agents or employees, which may occur during or which may arise out of the performance of this Agreement.

X. Applicable Law and Jurisdiction

All applicable contracts with Weener shall be governed and construed in accordance with the laws of the State of North Carolina, excluding North Carolina's choice-of-law principles. All claims relating to or arising out of such contracts, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of North Carolina, excluding the State of North Carolina's choice-of-law principles.

XI. Severability Provision

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The right to amend shall explicitly be given to the applicable court of law if so required for validity and/or legality.

B. General Terms and Conditions of Procurement

I. Applicability

The following General Terms and Conditions of Procurement shall apply to all contracts between organizations in which Weener acts as the ordering party or buyer. They shall also apply to all future deliveries, services, or offers to the supplier, even if they are not specifically agreed to in future transactions.

Unless explicitly agreed otherwise and in so far as the content is deemed to be transferable, these General Terms and Conditions of Procurement shall apply, along with the necessary modifications, to the orders of an affiliated company of Weener.

Additional, conflicting, or deviating terms and conditions of the supplier, which are not expressly accepted in writing by Weener, shall not be binding, even if they have not been explicitly rejected. Even if Weener makes reference to a letter containing or referring to general terms and conditions of the supplier or a third party, this does not constitute an agreement to the applicability of such general terms and conditions.

II. Conclusion of Contract

1. To be valid, orders placed verbally or by phone by Weener or any subsidiary shall require a subsequent confirmation in writing by Weener.
2. Prior to the written confirmation of the order by the supplier, Weener shall have the right to cancel any order.
3. Furthermore, Weener shall have the right to terminate the contract at any time by giving notice in writing and stating the reason, if it is no longer in a position to use the ordered products in its business operation. In such an event, Weener shall reimburse the supplier for the partial delivery rendered.
4. In terms of quantity, quality and design of the goods, the supplier shall comply with the orders, invitations to tender, and potential drawings specified or approved by Weener. Weener shall be explicitly notified in writing by the supplier of any planned or existing deviations from said orders, invitation and potential drawings.
5. Deviations from the agreed upon terms, require the written agreement of Weener. With respect to granule deliveries, a quantitative deviation of up to 10% shall be deemed to have been accepted by Weener.

III. Prices, Shipment, Packaging

1. The agreed prices are fixed prices and exclude subsequent claims of any kind. Unless explicitly agreed otherwise, all costs of packaging, transport and customs, including all customs formalities shall be included in these prices.
2. In so far as the production cost of the supplier changes by more than 10%, without this fact being foreseeable for the parties, each party shall have the right to demand the renegotiation of prices. Weener shall not be obligated, however, to accept modified increased prices. However, amendments will be considered if substantial facts upon which the contract was based have materially changed after the conclusion of the contract and if, when considering the contractual or statutory allocation of risk, it would be unreasonable to pursue the unaltered contract.
3. Shipment notes, consignment notes, invoices and all correspondence shall contain the order number of Weener. The supplier shall quote the name of the ordering person and, if known, the requisitioning party on consignment notes and invoices.
4. Unless agreed otherwise, shipment shall be made at the expense and risk of the supplier to the freely agreed place of delivery.

IV. Invoices and Payments

1. Invoices shall be submitted, with all agreed data and documents, following the completed delivery or, in the absence of any agreement, with the customary documents. Invoices which have not been properly documented shall be deemed to have been received by Weener only when corrected.
2. Payment shall be made by normal commercial methods with a cash discount of 3% within 14 days following the delivery/service and receipt of the invoice or net within 30 days. The date of determining the commencement of the payment term shall be the later of these dates.
3. In case of a default in payment, Weener shall owe default interest amounting to no more than 5 percent above the prime lending rate at the time of the default.

V. Delivery Dates, Delays, Force Majeure

1. Agreed delivery dates are binding and shall be adhered to by the supplier. The receipt of goods at the agreed place of delivery shall determine compliance.
2. When it is foreseeable that a delivery date shall be exceeded, the supplier shall immediately notify Weener in writing of the reason and the expected duration. Irrespective of such notification, exceeding a deadline shall trigger the material consequences of default. In urgent cases and with written notice to the supplier, especially to avoid loss of production or in view of its own delivery obligations, Weener shall have the right to otherwise procure the goods at the supplier's expense and without further intermediate steps.
3. In case of a default in delivery, Weener shall have the unrestricted right to all relevant claims for damages, including the right of rescission, and the right to damages in lieu of performance upon breach.
4. In case of a delay in delivery, Weener shall have the right, after prior written notification to the supplier, to demand a default penalty amounting between 0.5% and 5% of the respective value of the order for every commenced week (and fraction thereof) of the delay in delivery. The contractual penalty shall be offset against the default damages to be compensated by the supplier.
5. In case of delivery before the agreed date of delivery, Weener shall reserve the right to return the delivery at the supplier's expense. When it accepts the goods, it shall store them until the agreed date of delivery on the premises of Weener at the supplier's expense and risk. Only the agreed date of delivery shall be valid to commence the payment requirements.
6. Partial deliveries shall be accepted with Weener's written agreement. Furthermore, the risk shall be transferred to Weener only if the goods have been delivered at the agreed destination.

VI. Warranty

1. Notice to supplier of obvious transportation defects in the delivery and deviating quantities exceeding the amount specified under Section II shall be supplied by Weener as soon as they have been detected in the circumstances of its normal course of business. The defect notification shall be deemed to be in a timely fashion when it is made within seven business days following the receipt of the delivery. Weener shall also notify supplier within seven business days of other defects following their detection.
2. The supplier shall warrant that its products are of the agreed quality and shall especially comply with the specifications agreed to by Weener. All modifications and deviations require prior written agreement of both parties.
3. This section shall not function as a limitation of claims which Weener may have against the supplier with respect to defects, including the right to damages and expenses.
4. When the supplier does not comply with Weener's request for a correction of defects or replacement delivery within 10 business days in cases of manufactured products, or immediately in case of deliveries of resident master batches, any subsequent attempt to correct may be unaccepted. In the case of an unaccepted correction, Weener is entitled to a rescission of contract without further delay, and may demand compensation for damages in lieu of performance.

VII. Product Liability, Liability Insurance

1. The buyer agrees to indemnify and hold harmless Weener and its officers, directors, shareholders, members, employees, and agents, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever, including without limitation reasonable attorney's fees and other legal costs (whether or not suit is brought), arising either directly or indirectly from any defective product supplied, and the supplier agrees to hold Weener harmless from the resulting liability. When Weener shall be obligated to recall products from third parties due to a defect of a product delivered by the supplier, the supplier shall bear all costs associated with the product recall.
2. The supplier shall procure and maintain for the duration of the contract product insurance against claims or injuries to persons or damages to property which may arise from or in connection with the performance of the agreements herein. However, said insurance amount shall not be less than \$2,000,000.00 USD Per Occurrence and 4,000,000.00 USD Aggregate.

VIII. Protection of Ownership

1. Weener shall retain its proprietary right and intellectual property rights with respect to the purchase orders, orders as well as drawings, images, calculations, descriptions and other documents made available to the supplier. The supplier shall not make the aforementioned rights available to third parties without Weener's explicit agreement, use them for its own purposes, grant their use to third parties, or replicate them. Upon the request of Weener, the supplier shall return such documents in their entirety when they are no longer used in the normal course of business, or if negotiations do not lead to the conclusion of a contract. In this case, copies made of such documents by the supplier shall be destroyed. The only exception shall be for storage pursuant to normal record-keeping obligations as well as the storage of data for backup purposes in the course of customary data backups.
2. Tools, devices and design models made available to the supplier by Weener or manufactured for contractual purposes and separately invoiced by the supplier, shall remain or be transferred to the property of Weener. They shall be duly marked by the supplier as a property of Weener, stored carefully, secured against damage of any kind, and used only for contractual purposes. The cost of the supplier's maintenance and repair shall be borne equally by the contractual parties in the absence of a written agreement to the contrary. In so far as such costs shall be attributable to defects of objects manufactured by the supplier or their improper use by the supplier, its employees or other agents, they shall be borne exclusively by the supplier. The supplier shall notify Weener immediately of any substantial damage to such objects. Upon request, it shall be obligated to hand over such objects to Weener in proper condition, when the supplier no longer uses them in performance of the contracts with Weener.
3. The supplier's property rights shall apply only as they pertain to the payment obligations of Weener for the respective products, for which the supplier reserves the right of ownership. In particular, extended or protracted reservations of property rights shall not be permitted.

IX. Property Rights and Liability for Defects of Title

The supplier shall warrant that all deliveries are free of third-party claims and, in particular, that the delivery and use of the objects of delivery shall not infringe third-party patents, licenses, intellectual property, or industrial property rights in the country of the agreed place of performance or the proposed country of use, if known to the supplier. In accordance with Section VII, the supplier shall hold Weener and its customers harmless of third-party claims arising from potential infringements of industrial property rights and shall bear all costs incurred by the ordering party in this context. In all other matters, the provisions agreed to in these General Terms and Conditions of Procurement shall apply to other claims for defects.

X. Nondisclosure

The contracting parties agree to maintain confidentiality regarding all information they become aware of in the course of their transactions. They agree in particular to maintain strict confidentiality regarding all images, drawings, calculations, design sketches, design models, CAD data and other documents and information. Their content may only be disclosed to third parties when this has been explicitly permitted in writing.

This nondisclosure obligation shall continue to apply indefinitely after the fulfillment of this contract and also in the event that a contract shall not be concluded. Documents received shall be returned unsolicited to the other contractual party in their entirety, including all copies; files shall be returned or otherwise permanently destroyed, unless statutory provisions

stipulate an obligation to store records.

XI. Closing Provisions

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The right to amend shall explicitly be given to the applicable court of law if so required for validity and/or legality.

The supplier shall not be entitled to transfer the order or material parts of the order to third parties without prior written agreement or to assign claims outside a protracted or extended retention of title.

If the supplier ceases to supply goods to Weener or make payments to its suppliers, if insolvency proceedings are filed or initiated against the supplier's assets, or if an out-of-court debt settlement procedure is initiated against the supplier's assets, Weener shall have the right to terminate the contract without notice, unless each claim is withdrawn within four weeks on its initiation.

In so far as any document provides otherwise, the registered offices of Weener Plastics, Inc. as listed with the North Carolina Secretary of State shall be the place of performance. All contracts whose object is the sale and/or delivery of goods and objects herein shall be governed and construed in accordance with the laws of the State of North Carolina, excluding North Carolina's choice-of-law principles, and all claims relating to or arising out of such contracts, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of North Carolina, excluding the State of North Carolina's choice-of-law principles.

C. General Terms of Use of our Website

I. Intellectual Property Rights

Any and all intellectual property rights associated with the Website and its contents are the sole property of Weener, its affiliates or third parties. Except as otherwise expressly authorized by these Terms of Use, You may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the intellectual property of the website in any way without Weener's or the appropriate third party's prior written permission. Except as expressly provided herein, Weener does not grant to the supplier any express or implied rights to Weener's or any third party's intellectual property.

II. Liability

Weener assumes no liability for the accuracy and topicality of the content reproduced. Weener does not assume liability for the content on websites to which reference is made on this website by a cross-reference (link) or otherwise.

III. Data Protection

In so far as Weener shall collect personal data through an offer made on this website, the user explicitly agrees to their collection, processing, use and storage. The user shall have the right at all times to revoke its consent in writing with effect for the future.

Personal data shall only be collected to the extent that they are necessary to process purchase orders and/or other orders. Weener shall have the right to hand over personal data to third-party service providers for the purposes of fulfilling the order.

The user shall have the right to demand that Weener provide personal information and correct, delete or block personal data at all times.