

General Conditions of Sale and Delivery

Our deliveries and the services related thereto are executed exclusively on the basis of the following Conditions of Sale. We hereby object to any references of the buyer to his Conditions of Business, in particular to any provision according to which the assignment of our claims against the buyer is excluded or requires the consent of the buyer. Our Conditions of Sale also apply to any future transactions, even if they are not expressly agreed again. Deviations from these Conditions of Sale require our express acknowledgement in writing.

1. Our offers are subject to change. Oral agreements must be confirmed in writing. Invoices are considered written confirmation. Obvious mistakes, typographical and arithmetical errors shall not be binding on us and do not give rise to a claim for performance.

2. Prices and ancillary costs apply ex works in the amount applicable on the date of delivery. The buyer shall bear any increases in freight, customs duties and other taxes, as well as newly added taxes and supplements, particularly low water, high water, and ice supplements and any other surcharges, even if the sales price includes freight, customs duties and other taxes as well as surcharges. We are not obligated to outlay freight and customs duties even for freight prepaid prices. Instead, such costs will be deducted from the invoice amounts at the rate applicable upon conclusion of the agreement.

3. Weights and measures are determinative for the execution of the transaction using the figures determined by us. At his own expense, the buyer may demand an official rail weighing at the departure station or, in the event of transport by truck, a weighing on an officially calibrated truck scale.

4. Packaging is to be sent back to the place of shipment freight prepaid to the extent that it was loaned. No remuneration will be paid for residual goods that remain. Additional freight and costs for the removal of such remainders are to be borne by the buyer. The buyer shall be liable for any loss of or damage to loaned packaging from the time of shipment to the date of return arrival. If packaging is used beyond the stipulated loan period, a rental fee will be charged.

5. Delivery: Each delivery, including those from ongoing agreements, is considered a special transaction and has no effect on others. If agreed volumes are not accepted as agreed, we shall be entitled, after setting a grace period of 5 days, to elect to store amounts not accepted or called in due time in the works warehouse for the account of and at the risk of the buyer, or to cancel the delivery and to demand damages for non-performance at the same time.

6. Shipment: Unless we have agreed with the buyer that the Incoterms, as amended from time to time, shall apply, all shipments shall travel at the recipient's risk, including the risk of seizure. If no other instructions are issued, shipment shall proceed to the best of our knowledge, without engagement for the cheapest carriage of goods by sea, timely arrival of the shipment, and similar circumstances. If the buyer desires a more costly means of shipment, it shall be deemed agreed that the buyer will be charged for extra costs in the event of a freight-free delivery. Any liability for compliance with foreign import and customs provisions is excluded.

7. Insurance is covered by us for the account of the buyer for glass packaging only. Notice of other desired insurance shall be given when the order is placed. The insurance company shall be selected to the best of our knowledge without engagement.

8. Payments: Our invoices are generally due net cash without deduction immediately upon receipt of the goods plus value added tax in the statutory amount, in cash directly to us or by no-fee transfer to our bank or postal checking account. Transfers are considered to have been made on the date of receipt.

Checks and bills of exchange will be accepted as payment only with all reservations, and in any case only on the basis of special agreement, bills of exchange exclusively in a no-fee format with an acceptance period of three months under the further condition that they be discounted. Giving bills of exchange does not give rise to the right to deduct discounts. If the orderer does not accept deliveries ready for shipment on the agreed date, the date agreed for acceptance shall be the qualifying date for invoicing and the agreed conditions of payment.

In case of doubt about the buyer's solvency, or upon indication of reduced creditworthiness, non-payment of claims that are due, dissolution or change of the buyer's enterprise, we shall be entitled to demand the provision of security for ongoing agreements or transactions and cash advances for deliveries that are due.

Even when notice of defects is given or counterclaims are asserted, the buyer shall be entitled to offset, retain, or reduce the purchase price only if such claims are undisputed or have become *res judicata*, or the counterclaims are based on the same legal grounds.

9. Retention of title: The delivered goods shall remain our property until full payment of the purchase price and any ancillary claims, and settlement of any previous deliveries of goods. Until then the buyer, at his expense, shall store the goods for us separate from other goods and shall insure them against fire and water damage for our benefit. We shall be notified without undue delay of any seizures and other interventions by third parties. In the event that the goods were processed or commingled with other goods in proportions that are no longer determinable, and the goods subject to the retention of title are to be considered a significant part of the new product, the buyer shall transfer co-ownership in the product to us to secure the mentioned claim while simultaneously agreeing that the buyer shall keep such thing for us separate from other goods. The buyer is entitled to sell the goods or the product manufactured from them in the ordinary course of business. The buyer shall require our express consent to pledge or transfer the goods to a third party as chattel mortgage. Any claims arising from the sale are deemed assigned to us in the amount of our claims without another separate agreement being required in the individual case, even if the buyer has manufactured or processed the goods. As long as the buyer properly meets his payment obligations towards us, he shall be authorized to collect such claims for our account, but we shall be entitled to notify the buyers (third parties), which are to be named upon request, about the transfer and to issue instructions.

10. Force majeure: Occurrences of force majeure, operational breakdowns, interruptions in shipping, stoppage of work, lockouts, delayed or insufficient provision of transport space, import or export bans, mobilization, war, lack of or inadequate supply of raw materials, and similar circumstances release us from having to comply with agreed delivery dates, from having to pay stipulated penalties for delay, and entitle us to rescind the contract, even in part, without the buyer being entitled to claims for damages. In the event that our supply sources for raw materials and supplies cease to exist in whole or in part due to no fault of ours, we shall not be obligated to cover with other sub-suppliers under less favourable conditions. In such a case we shall be entitled to divide the available limited volume of goods among our customers, taking into account our own requirements, insofar as our customers are interested in a part delivery.

11. Rights of the buyer in the event of material defects or defects of title

We undertake to deliver the goods free of material defects and defects of title. Claims of the buyer under no. 11 shall become time-barred within one year after the passage of risk. The buyer is obligated to inspect the goods immediately for defects, incorrect deliveries and deviations in volume. The buyer shall give notice of problems in writing without undue delay, no later, however, than within one week after the passage of risk, stating any pertinent information. Problems that cannot be discovered within the aforementioned

time period even upon careful inspection, must be reported to us in writing without undue delay, no later, however, than within one week after discovery. We shall be entitled to repeat performance twice. If the repeat performance finally fails, the buyer may elect to demand a reduction of the purchase price or rescind the contract. Any more extensive rights of the buyer are excluded. This does not apply to claims for damages based on warranted quality characteristics or to cases in which we have fraudulently concealed a defect.

12. Liability: Regardless of the type of violation, including tort, claims for damages are excluded unless they are based on wilful misconduct or gross negligence. If material contractual obligations are violated, we shall be liable only up to the amount of the foreseeable damage. No claims may be made for lost profits, for expenditures that were not saved, based on claims by third parties, or for any other indirect or consequential damage, unless it was the specific purpose of a quality characteristic warranted by us to safeguard the buyer against such damage. The foregoing limitations on and exclusions of liability do not apply to claims that arose due to fraudulent conduct, or to liability for warranted quality characteristics, to claims under the Product Liability Law [Produkthaftungsgesetz] or to death, bodily injury or damage to health. Insofar as our liability is excluded or limited, this shall also apply to our employees, representatives and vicarious agents.

13. Further delivery: If the buyer does not meet his payment obligations despite being warned, or disposes of the delivered goods in an impermissible manner (see no. 9), we shall be entitled to cease any further delivery notwithstanding more extensive claims. If the buyer is in arrears on calling or purchasing any volumes during or at the end of the contract term, we may otherwise dispose of them, whereby it is not necessary that a grace period be set.

14. Patent law: We shall not assume any warranty for the patent-free use upon delivery of our products. It is the sole responsibility of the buyer to check whether the use results in an infringement of the protected rights of third parties.

15. Trademarks: A large number of the delivered products have a trademark name on them. If such products are refilled, further processed, commingled with other substances or the like, the trademarks may only be used in connection with the products refilled or manufactured by the buyer with our written consent.

16. Data processing: We are authorized to process and forward to third parties the data concerning the buyer, received in connection with the business relationship, pursuant to the provisions of the Federal Data Protection Law [Bundesdatenschutzgesetz], regardless of whether these data originate from the buyer himself or from third parties. **We are furthermore authorized to transmit invoice-related data of the buyer to third parties for the purpose of the sale of claims. These third parties are also entitled to process and transmit the transmitted data in accordance with the Federal Data Protection Law.**

17. The place of performance is Ludwigshafen am Rhein.

The place of jurisdiction is Ludwigshafen am Rhein or - as we may choose - the buyer's general place of jurisdiction.

18. Miscellaneous: If a provision of these Conditions of Sale should be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In such a case an alternate regulation that comes as close as possible to the intended purpose of the invalid or unenforceable provision shall take its place. This shall apply accordingly to any contractual gap.

German law shall be deemed agreed for all contracts of sale and delivery. The applicability of the Vienna Convention on the International Sale of Goods (CISG) is excluded. Particularly if there is any doubt about the interpretation of our General Conditions of Sale and Delivery.