

Sales and deliveries of  
**monta** Klebebandwerk GmbH, Immenstadt  
are always performed in business dealings on the basis of the following  
**GENERAL TERMS OF DELIVERY AND PAYMENT**

which cannot be altered without our written confirmation. The alteration can occur neither by disclosure of the purchaser's terms of purchase, nor by any agreements concluded with any of our employees. There shall not be any acceptance of conditions of purchase that are contrary to our own terms by follow-up deliveries that are performed subsequently.

Our offers are subject to change without notice in their entirety. Orders and other agreements shall become binding on us only by written confirmation.

**1. Delivery**

Delivery is performed for purchaser's account and risk ex works or distributing warehouse, even when we supply freight prepaid. The manner of shipment shall be at our discretion, unless manner of shipment has been predetermined and purchaser bears the costs.

Any liability for carriers shall be excluded, irrespective of whether or not they were commissioned by us.

In the event of any delayed or omitted deliveries there shall be a claim to damages only when there is at least gross negligence on our part and only up to the amount of the value of the delivery. Purchaser shall only have the right to rescind the order if we are unable to deliver following a four-weeks' delay and a further reasonable grace period. Lack of raw materials, power or labour, strikes, lockouts, difficulties in obtaining transportation, obstructions to transportation and official decrees as well as failure to keep the delivery dates by upstream suppliers, stoppages, all cases of force majeure and other circumstances outside our control shall relieve us from the obligation to deliver for the duration of such events. We are further entitled in such events to rescind the agreement in part or in full without giving purchaser the right to demand any compensation for any damage inflicted on the same. The same right to rescind the agreement shall apply if following a granted order confirmation there are extraordinary (20 % and more) increases in the costs for raw materials and energy.

Our obligation to deliver shall rest as long as purchaser is in arrears with any amounts outstanding.

Agreed delivery dates shall relate to the shipment dates or the provision of the merchandise in the plant or distributing warehouse. In the event of any justified doubts in purchaser's solvency we are entitled at any time to rescind the agreement in part or in full without payment of damages. Packaging material provided by us and determined by us for return to us shall be returned to us in useful condition by purchaser for its account and risk within a period of two months. After the expiration of this period or if the returned packaging material should prove to be no longer useful we shall be entitled to refuse acceptance of the returned packaging material and to charge the costs for the material.

We reserve the right to perform orders in partial shipments and to perform a surplus or short shipment of up to 10 %, and up to 15 % where items made to order and small quantities (value of merchandise under € 360.-) are concerned.

The acceptance of merchandise ordered on call must occur not later than three months following the date of readiness. Following the expiration of this period we are entitled to deliver and charge the merchandise ordered on call without prior notification.

Samples and test specimens shall be regarded as non-binding inspection specimens. Slight departures therefrom shall not give right to any complaints. The same shall apply where any fluctuations in colouring are concerned.

**2. Prices and terms of payment**

Unless specified otherwise, prices are understood ex works or distributing warehouse free loading on means of transport. All orders will be based on prices valid at the time of delivery. The calculation of the merchandise is made in €. Unless determined otherwise, invoices are payable within 30 days net without any deduction.

In the event of delayed payment we are entitled, apart from other claims, to charge interest in arrears customary in banking, but not less than in the amount of 3 % over the respective discount rate of the German Central Bank (Deutsch Bundesbank). The acceptance of bills of exchange or cheques is made in lieu of fulfillment; all and any discount expenses, collection charges and all other costs shall be at the purchaser's expense and shall be immediately payable in cash. There shall not be any obligation for us for any due presentment, act of protest, etc.

In the event of any amounts outstanding from several deliveries we have the right to settle monies received against the one or any other debt. Purchaser shall not be entitled to desist from its payments or to refuse its payments as a result of any claims, even if such were made as a result of notices of defects (formal complaint). Purchaser may only offset with counterclaims if they were expressly recognized by us or if they were previously determined with legal effect.

**3. Fees**

Insofar as banking charges are incurred in foreign payments, banking fees of the ordering party shall be at the expense of the same.

**4. Seller's lien**

We reserve ownership in all goods supplied by us until all amounts outstanding from the business relationship with purchaser have been settled, this being without considering the legal reason and time of origination for such receivables and until specifically any current account balance is offset. For the acceptance of cheques or bills of exchange this shall apply until payment by the bank is effected. It is agreed that the purchaser shall hold the supplied merchandise in safe custody until such time. Purchaser may process and/or resell the materials supplied by us within the ordinary course of business.

As long as the seller's lien exists the reserved merchandise is worked or processed on our behalf; we shall have ownership or joint ownership in the thus newly produced chattel in proportion of the value of the reserved merchandise to the value of the other chattels at the time of joining or mixing (§§ 947, 950 of the German Civil Code). The new chattel produced by processing, joining or mixing is regarded as a reserved merchandise within the terms of the provisions herein.

Purchaser hereby assigns to us all claims, including ancillary claims, of purchaser against its own purchasers from the resale of the reserved merchandise, namely in the event of processing, joining or mixing in the amount of the value of the goods supplied by us. At our request, purchaser shall inform its debtors about the assignment when in default and shall furnish us with the required information and submit to us the required documentation. If the value of the collateral thus given to us exceeds in total the amount of our receivables by more than 15 %, we shall thus be obligated to perform a reassignment upon invitation by the purchaser.

Purchaser may neither pledge or assign by way of security the goods subject to the seller's lien and shall notify us without delay about any seizures initiated by third parties.

**5. Warranty and liability**

Rejections and complaints can only be considered by us if mailed to us within a period of 10 days following receipt of the goods prior to the processing of the same and if asserted under presentment of the respective packing and inspection slips or folding box label. Hidden defects must be reported within a period of three days following their discovery, but not later than within six months following the delivery of the merchandise.

In the event of justified complaints we shall be free either to refund the purchase price or to replace as rapidly as possible by flawless goods the quantity of merchandise that was recognized as being defective; the disapproved merchandise must be made available to us if so demanded by us. Only rescission of the contract or reduction of the price can be asserted; all and any other claims, which shall also include such for payment of damages, shall be expressly excluded.

Notices of defects shall be excluded if seconds or off-the-line items were ordered.

Complaints concerning partial deliveries shall not discharge purchaser from the obligation to accept the remaining quantity of the ordered goods in agreement with the contract. Complaints concerning any shortfalls shall only be considered by us if asserted against the carrier immediately upon acceptance of the goods, i.e. the transshipment document must be countersigned by the respective carrier. Any quantities exceeding those recorded in the delivery document shall be reported to us without delay.

**6. Special provisions**

When cores are supplied with a private label of the customer (e.g. company name, trademark), we are entitled to supply up to 5 % of the ordered quantity with a neutral core.

**7. Technical advice**

Consultations on application technology shall be without obligation. They shall not discharge purchaser from performing its own trials and tests.

**8. Place of performance and jurisdiction**

Place of performance for the delivery is Immenstadt or the respective distributing warehouse; place of performance for the payment is Immenstadt.

Place of jurisdiction is Kempten. The law of the Federal Republic of Germany applies.

If any provisions of the present terms of delivery should be partly or entirely impermissible, the validity of the remainder of the provisions shall not be affected thereby.