

§ 1 General information, scope of application

1. All deliveries, services and offers of the contractual partners (hereinafter referred to as the Supplier) to the Customer (hereinafter referred to as Plast-Control) shall be made exclusively on the basis of these General Terms and Conditions of Purchase (GTCP). They are an integral part of all contracts that Plast-Control concludes with Suppliers for the deliveries or services offered by them. The GTCP apply in particular to contracts for the purchase and/or delivery of movable goods ("goods"), irrespective of whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB German Civil Code) and for the procurement of services. Unless otherwise agreed, the GTCP in the version valid at the time of our order or in any case in the version last communicated to the Seller in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
2. These GTCP only apply if the seller is an entrepreneur (§ 14 BGB German Civil Code), a legal entity under public law or a special fund under public law.
3. These GTCP apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that Plast-Control has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if Plast-Control, being aware of the Seller's General Terms and Conditions, does not object to them and accepts deliveries/services without reservation.
4. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or written confirmation by Plast-Control shall be decisive for the content of such agreements.
5. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, and cancellation) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.
6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

§ 2 Conclusion of contract

1. The order by Plast-Control (the offer) shall be deemed binding at the earliest upon written submission or confirmation. The Seller must notify Plast-Control of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance, otherwise the contract shall be deemed not to have been concluded. Any change that deviates from Plast-Control's order (offer) shall only lead to the conclusion of a contract between the parties if Plast-Control has agreed to this change in writing.
2. The seller is obliged to confirm Plast-Control's order (the offer) in writing within a period of 5 working days using the email address sales@plastcontrol.de or to fulfil it without reservation by dispatching the goods (acceptance). Plast-Control shall no longer

- be bound by the order (the offer) after expiry of the period specified in sentence 1 above.
3. Delayed acceptance of an order in accordance with the above paragraph shall be deemed to be a new offer which requires written acceptance by Plast-Control.
4. Plast-Control shall be entitled to demand changes to product specifications insofar as these can be implemented within the framework of the Seller's normal production process without considerable expense, whereby in such cases Plast-Control shall grant the Seller a reasonable period of time corresponding to the change requirements. Plast-Control shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify Plast-Control in writing in good time before the delivery date, but at least within 5 working days of receipt of our notification in accordance with sentence 1, of the additional costs and delivery delays to be expected by him on the basis of a careful assessment.
5. The supplier is obliged to inform Plast-Control immediately in writing whether and to what extent state export licences are required for all or part of the order or similar legal or official requirements have to be met or whether it is subject to any export restrictions (e.g. US export restrictions).
6. Plast-Control is entitled to withdraw from the contract at any time by written declaration stating the reason, or to cancel the contract if
 - (a) Plast-Control can no longer use the ordered products in its business operations due to circumstances occurring after conclusion of the contract for which the Supplier is responsible (such as non-compliance with legal requirements) or can only use them at considerable expense, or
 - (b) the Supplier's financial circumstances deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract cannot be expected.

§ 3 Delivery time and delay in delivery

1. The delivery date specified by Plast-Control in the order is binding. Early deliveries are not permitted without the written consent of Plast-Control.
2. The Supplier is obliged to inform Plast-Control immediately in writing if the agreed delivery date - for whatever reason - is unlikely to be met. Decisive for compliance with the delivery date is the proper receipt of the goods and any documents provided at the agreed delivery address or the timeliness of successful acceptance, if such is necessary.
3. If the Supplier does not provide its service or does not provide it by the agreed delivery date, it shall be in default without a reminder. In this case, Plast-Control's rights - in particular to cancellation and compensation - shall be determined in accordance with the statutory provisions. The provisions in paragraph 5 remain unaffected.
4. The Seller may only invoke the absence of necessary documents to be supplied by us if he has sent a written reminder for the documents and has not received them within a reasonable period of time.
5. If the Supplier is in default, Plast-Control may - in addition to further statutory claims - claim lump-sum compensation from the Supplier for the damage caused by the delay in the amount of 1%

General Terms and Conditions of Purchase

of the net price per completed calendar week, but not more than a total of 5% of the net price of the goods delivered late. Plast-Control reserves the right to prove that a higher loss has been incurred, with the proviso that any further claims for damages by Plast-Control against the Supplier arising from the liquidated damages shall be taken into account. If Plast-Control accepts the delayed service, the lump-sum compensation shall be claimed at the latest with the final payment.

6. Deliveries made earlier than agreed, which have not been confirmed in accordance with paragraph 1, sentence 2 above, shall entitle Plast-Control to return the goods at the Supplier's expense. If the goods are not returned in the event of premature delivery, the goods shall be stored at Plast-Control until the agreed delivery date at the Supplier's expense and risk. In the event of early delivery, Plast-Control reserves the right not to make payment until the agreed due date.

§ 4 Service, delivery, transfer of risk, packaging material, default of acceptance

1. The Supplier is not authorised to have the service/delivery owed by it performed by third parties (e.g. subcontractors/sub-suppliers) without the prior written consent of Plast-Control. The Supplier shall in any case be obliged to name its subcontractors/sub-suppliers at Plast-Control's request. The Supplier shall bear the procurement risk for its services/deliveries, unless otherwise agreed in individual cases (e.g. limitation to stock).
2. Unless otherwise agreed on the basis of a separate written agreement between the contracting parties or on the basis of these GTCP, deliveries shall be made on the basis of the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract, namely within Germany according to Incoterms CIP ("carriage insurance paid"), for deliveries from abroad Incoterms DDP ("delivered duty paid"). If the place of destination is neither specified nor otherwise agreed, the delivery must be made to the registered office of Plast-Control in Remscheid. The respective place of destination is also the place of fulfilment for the delivery and any subsequent fulfilment (delivery obligation).
3. Deliveries to a place of delivery other than that specified by Plast-Control shall not result in a transfer of risk to Plast-Control, even if Plast-Control accepts the delivery. The Supplier shall bear all costs incurred by Plast-Control as a result of delivery to a place other than the place of destination.
4. Partial deliveries are not permitted unless Plast-Control has expressly agreed to them.
5. Each delivery must be accompanied by a delivery note stating the date (issue and dispatch), contents of the delivery (article number and quantity) and the Plast-Control order identification (date and number). Partial deliveries must be expressly labelled as such. The Supplier must have the receipt of deliveries expressly confirmed by Plast-Control. A corresponding dispatch note with the same content must be sent to us separately from the delivery note. If the delivery note is missing or incomplete, Plast-Control shall not be responsible for any resulting delays in processing and payment.
6. The supplier is obliged to take back any packaging material free of charge. If the supplier has a claim to the return of the packaging materials required for the delivery/service, it must provide the delivery or service documents with a corresponding clear note. Unless expressly agreed otherwise, the materials must be collected by the Supplier within a period of 5 working days. Plast-Control is not obliged to return the materials. The Supplier's right to return shall lapse in the absence of a clear indication of the obligation to return. In this case Plast-Control is authorised to dispose of the packaging materials at the Supplier's expense.
7. If weighing is required, the weight determined on calibrated Plast-Control scales shall be decisive.
8. Even if despatch has been ordered, the risk shall only pass to Plast-Control when the goods are handed over to Plast-Control at the agreed destination/place of fulfilment. Any necessary acceptance of a work service is equivalent to the transfer of risk.
9. For the occurrence of a delay in acceptance, the Supplier must also expressly offer its services to Plast-Control if an action or co-operation (e.g. provision of material) within a specific or determinable calendar period is contractually stipulated by Plast-Control. Furthermore, in the event of a delay in acceptance, the Supplier may demand compensation from Plast-Control for the additional expenses (§ 304 BGB German Civil Code) which it had to incur for the unsuccessful offer and for the storage and preservation of the item owed. If the contract relates to a non-fungible item to be manufactured by the Supplier (customised production), the Supplier shall only be entitled to further rights arising from the default of acceptance if Plast-Control is obliged to cooperate and Plast-Control is responsible for the failure to cooperate.
10. The contractor must fulfil the requirements and measures resulting from the REACH regulation for all substances, preparations and products to be delivered/supplied to Plast-Control.

§ 5 Delivery of dangerous goods

1. The Supplier is obliged to check before acceptance of each order by Plast-Control whether the delivery item or the delivery items and/or their components are to be classified as dangerous goods (e.g. paints, adhesives, chemicals or flammable, oxidising, explosive, combustible, toxic, radioactive, corrosive or self-heating goods) in the country of origin, country of destination and/or all transit countries. In such cases, the Supplier must inform Plast-Control immediately and comprehensively in writing. At the latest with his written order confirmation, he must provide Plast-Control with the binding declarations required by law for their despatch, correctly completed and signed with legally binding effect.
2. When packaging, labelling and declaring dangerous goods, the seller is obliged to comply with the applicable national and international regulations. These are in particular for sea freight: Dangerous Goods Ordinance - SEA IMDG Code; for air freight: UNICAO IATA RAR US-Dot; for transport by rail: EVO/RID and Dangerous Goods Ordinance - Rail; for transport by road: ADR and Dangerous Goods Ordinance - Road; and in general: Dangerous Goods Ordinance.
3. Any deviating and/or additional national regulations of the respective receiving country must also be observed if the receiving country was named in the order.
4. The seller is responsible for all damage that occurs as a result of incorrect information in the binding declarations or because existing regulations for the handling (packaging, dispatch, storage, etc.) of dangerous goods have not been observed.

§ 6 Quality assurance

The Supplier must set up and maintain a quality assurance system that is suitable in type and scope, corresponds to the latest state of the art at the time the contract is concluded and is documented. The Supplier is obliged to create records of quality inspections and to make these available to Plast-Control on request. The Supplier agrees that the reliability and effectiveness of the quality assurance system selected by it may be assessed in the course of an audit by Plast-Control or by a person authorised by Plast-Control.

§ 7 Prices and terms of payment

1. The price stated in the order is binding. All prices include statutory value added tax if this is not shown separately.
2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
3. The agreed price is due for payment within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice. If payment is made by Plast-Control to the Supplier within 14 calendar days of receipt of the invoice, the Supplier shall grant a 3% discount on the gross amount of the invoice. In the case of bank transfer, payment is deemed to have been made on time if the transfer order is received by Plast-Control at the transferring bank before expiry of the payment deadline; Plast-Control is not responsible for delays caused by the banks involved in the payment process.
4. Plast-Control does not owe any interest on arrears. The statutory provisions apply to late payment.
5. Plast-Control shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. In particular, Plast-Control is entitled to withhold due payments as long as it is still entitled to claims against the Supplier arising from incomplete or defective services.
6. The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 8 Protection of ownership / Confidentiality / Retention of title

1. Plast-Control reserves the right of ownership or copyright to orders placed by Plast-Control, orders and drawings, illustrations, calculations, descriptions and other documents/data made available to the Supplier. The Supplier may neither make them accessible to third parties nor use or reproduce them himself or through third parties without express consent. He must return these documents/data in full at Plast-Control's request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any (data) copies made by the Supplier must be destroyed; the only exception to this is storage within the scope of statutory retention obligations.
2. Tools, models, templates, substances and materials (e.g. software, finished and semi-finished products) as well as development results which Plast-Control makes available to the Supplier or which are manufactured for contractual purposes and invoiced separately by the Supplier shall remain the property of Plast-Control or shall become the property of Plast-Control. The Supplier shall mark them as the property of Plast-Control, store them carefully, insure them to an appropriate extent against damage of any kind and use them only for the purposes of the contract. Unless otherwise agreed, the

contractual partners shall each bear half of the costs of maintenance and repair. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use by the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify Plast-Control immediately of any damage to these tools and models which is not merely insignificant. Upon request, he is obliged to return them to Plast-Control in proper condition if they are no longer required by him for the fulfilment of the contracts concluded with Plast-Control.

3. The documents/data must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents/data provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
4. Any processing, mixing or combining (further processing) of items provided by the Supplier shall be carried out exclusively for Plast-Control in consideration of the contractual relationship. The same applies to further processing of the delivered goods by Plast-Control, so that Plast-Control is deemed to be the manufacturer and ownership of the product is transferred to Plast-Control at the latest upon further processing in accordance with the statutory provisions.
5. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. Simple reservations of title by the Supplier shall only be recognised by Plast-Control if ownership is transferred to Plast-Control upon full payment of the delivery item and Plast-Control is authorised to further process and sell the goods in the ordinary course of business. Other types of retention of title, such as in particular forwarded, downstream, extended retention of title or current account and group retention of title are not permitted. Any conflicting terms and conditions of the supplier are not recognised and are not part of the contract.

§ 9 Scope of services / Rights of use / Third party property rights

1. Unless otherwise agreed in writing, the scope of delivery/services to Plast-Control shall include, inter alia
 - the transfer of the Supplier's title to all technical documents (including for subcontractors) and to any documents/data required for operation, new production and maintenance. Such technical documents/data shall be drawn up by the supplier in German or English and on the basis of the International System of Units SI.
 - the granting of the non-exclusive and irrevocable right, unrestricted in terms of territory, time and content, to all deliveries/services eligible for industrial property rights for use in all known and unknown types of utilisation. Without restriction, Plast-Control is authorised in particular to distribute, process, reproduce and publicly reproduce the deliveries/services in unaltered and altered form and to transfer all contractually granted rights of use to third parties free of charge and against payment.
 - the granting of the exclusive and irrevocable right of use, processing, editing, duplication, reproduction and transfer to services/deliveries, in particular also to editing and conversion work as well as derived works of Plast-Control, which the Supplier has produced individually on behalf of and for Plast-Control, without restriction in terms of territory, time and content.

General Terms and Conditions of Purchase

- the granting of unlimited authorisation to Plast-Control to carry out modifications and its own repairs to the services/deliveries or to have them carried out and to manufacture spare parts itself or have them manufactured.
2. The Supplier warrants that the use of the delivery/service on which the contractual relationship with Plast-Control is based - in addition to all production drawings, assembly instructions, technical data sheets and all specifications - does not infringe any industrial property rights of third parties (e.g. utility models, patents, semiconductor rights, data/information and all comparable rights irrespective of the applicable legal system and a complete or partial entry in the register). Insofar as an infringement of third-party property rights is not based on further processing of the service/delivery by Plast-Control, the Supplier shall be obliged, in the event of a claim against Plast-Control or its customers or in the event of a claim against the Supplier or its customers in the event of contractual use of the service/delivery due to infringement of property rights, to make all economically reasonable efforts without delay to bring about an amicable settlement with the third party entitled to the property rights. The Supplier shall keep Plast-Control continuously informed of the relevant results without special request. If a claim is made against Plast-Control or the customer by the owner of the property right due to the infringement of property rights, the Supplier shall be liable for all damages and expenses - in addition to any contractual penalties and legal defence costs - incurred by Plast-Control or the customer. Plast-Control is entitled to assign its claims against the Supplier to the Customer.
 3. All further claims of Plast-Control due to defects of title shall remain unaffected by the above provisions.

§ 10 Warranty / Claims arising from liability for defects

1. The supplier warrants that its service/delivery complies with the subjective, objective and installation requirements at the time of the transfer of risk (or acceptance). In particular, the service/delivery must fulfil the agreed characteristics, the agreed properties and standards and the rules recognised at the time of conclusion of the contract as well as the intended use. The supplier warrants that the delivery complies with the latest state of the art and all laws, regulations and standards relating to the respective country of destination.
2. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the seller or the manufacturer.
3. In the case of goods with digital elements or other digital content, the seller is responsible for providing and updating the digital content to the extent that this results from a quality agreement in accordance with Para. 2 or other product descriptions of the manufacturer or on his behalf, in particular on the Internet, in advertising or on the product label.
4. At Plast-Control's discretion, the Supplier shall remedy defects notified within the limitation period without delay or provide/deliver new goods in such a way that Plast-Control does not incur any costs as a result. The Supplier shall bear the costs of remedying the defect/replacement delivery/replacement service together with all ancillary costs on the basis of the statutory provisions. In order to avoid delivery delays in the supply chain, the Supplier is obliged to carry out any repairs or subsequent deliveries immediately and, if necessary, also by using multiple shifts, overtime or public holidays, by using external personnel and/or service providers, if this is actually feasible and reasonable for the Supplier on the basis of the nature of the subject matter of the contract.
5. Plast-Control is entitled to rectify defects itself if the Supplier does not fulfil its obligations to rectify defects after setting a reasonable deadline. The Supplier shall bear the related costs/expenses; Plast-Control reserves the right to claim a corresponding advance payment. Unless the contracting parties agree otherwise in writing, the Supplier's rectification of defects shall be deemed to have failed after the first unsuccessful attempt to rectify the defect.
6. In exceptional cases, Plast-Control may replace or repair defective goods at the expense and risk of the Supplier, even without setting a deadline for rectification/removal of defects. An exceptional case exists, for example, if Plast-Control or its customer cannot reasonably be expected to do so for operational reasons, in particular for production-related reasons (e.g. In the event of particular urgency in the event of a risk to operational safety, a justified risk of production stoppage or the imminent occurrence of disproportionate costs), it is not reasonable for Plast-Control or its customer to have the defect rectified by the Supplier, taking into account a rectification/defect rectification period, or the Supplier is unable to do so itself (without the assistance of third parties) or the Supplier's financial circumstances deteriorate to such an extent after conclusion of the contract (e.g. in the event of an application for the opening of insolvency proceedings) that it can no longer be expected that the defects will be rectified in accordance with the contract. Plast-Control shall notify the Supplier of such circumstances without delay, if possible before the start of any measures.
7. We are not obliged to inspect the goods or make special enquiries about any defects when the contract is concluded. Partially deviating from § 442 Para. 1 sentence 2 BGB German Civil Code, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
8. Plast-Control shall inspect the goods upon receipt for completeness and quality to the extent that is reasonable and technically possible for Plast-Control and shall notify the Supplier immediately of any defects found. Reasonable and technically possible is the inspection of the goods for defects which become apparent during the incoming goods inspection by external examination including the delivery documents or during the quality control by random sampling (e.g. transport damage, wrong and short delivery). Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the particular circumstances of the individual case. Unless a longer period is appropriate in an individual case, the notification of defects shall be made in good time and therefore without delay if Plast-Control notifies the Supplier of obvious defects within 8 working days of receipt of the delivery or, in the case of hidden defects, within 8 working days of discovery of the defect. The notification of defects is not bound to a specific form; it can be made in writing, in text form or by telephone. If acceptance has been agreed in individual cases, there is no obligation to inspect and give notice of defects.
9. Plast-Control's statutory rights to cancellation, reduction, reimbursement of expenses or compensation remain unaffected.
10. Insofar as customers of Plast-Control assert existing claims for damages against Plast-Control on the basis of the service/delivery of the Supplier, the Supplier shall indemnify Plast-Control on first

General Terms and Conditions of Purchase

demand and in full against corresponding claims together with ancillary and legal defence costs.

§ 11 Supplier recourse

1. Plast-Control shall be entitled to the statutory claims for expenses and recourse within the supply chain (supplier recourse within the meaning of §§ 478, 445a, 445b or §§ 445c, 327 Para. 5, 327u BGB German Civil Code) in addition to any claims for defects without restriction.
2. The period under § 445b (1) BGB German Civil Code is extended to 36 months.
3. Plast-Control shall in particular be entitled to demand from the Supplier the identical type of subsequent fulfilment (repair or replacement delivery) which Plast-Control owes its customer (purchaser) in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of any necessary updates. Plast-Control's statutory right of choice (§ 439 (1) BGB German Civil Code) shall not be restricted by this.
4. The Supplier undertakes to provide the type of subsequent fulfilment demanded by the customer (purchaser) or its customers immediately, without Plast-Control having to set a separate deadline.
5. Before Plast-Control recognises or fulfils claims for defects asserted against the customer (purchaser) (including reimbursement of expenses in accordance with §§ 445a Para. 1, 439 Para. 2, 3, 6 S. 2, 475 Para. 4 BGB German Civil Code), Plast-Control shall notify the supplier and request a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects granted by Plast-Control shall be deemed to be owed to the customer (purchaser). In this case, the Supplier shall be responsible for providing evidence to the contrary.
6. Plast-Control's claims arising from supplier recourse shall also apply if the defective goods have been connected to another product or further processed in any other way by Plast-Control, the customer (purchaser) or a third party, e.g. by installation, attachment or installation.

§ 12 Product liability

1. The Supplier is responsible for all claims asserted by third parties for personal injury or property damage attributable to a product supplied by ohm. He is obliged to indemnify Plast-Control against any liability arising from the above sentence 1, together with ancillary and legal defence costs, on first request.
2. If Plast-Control is obliged to carry out a recall action against third parties due to a defect in the product supplied by the Supplier, the Supplier shall bear all costs associated with this, together with ancillary and legal defence costs.
3. The Supplier must take out and maintain product liability insurance at its own expense with cover of at least € 5 million per personal injury/property damage. The Supplier is obliged to provide Plast-Control with a copy of the insurance policy on request.
4. Product liability claims against Plast-Control shall lapse within the regular limitation period in accordance with §§ 195, 199 BGB German Civil Code, with the proviso that the limitation period shall commence at the end of the year in which Plast-Control was notified of the claims.

§ 13 Statute of limitations

1. Unless statutory limitation periods stipulate a longer period, Plast-Control's claims for defects shall expire 36 months from the transfer of risk (or from acceptance). For goods newly delivered/performed as part of the rectification of defects, the limitation period begins anew. For repaired parts, the limitation period shall begin anew, insofar as the same defect or the consequences of a faulty repair are concerned and the Supplier has not acted expressly as a gesture of goodwill.
2. The limitation period for defects notified within the limitation period shall end at the earliest 6 months after notification of the defect. In this respect, the supplier waives the defence of late notification of defects (§§ 377, 381 II German Commercial Code HGB).
3. The 36-month limitation period shall also apply accordingly to claims arising from defects of title (e.g. infringements of industrial property rights), whereby the statutory limitation period for third-party claims in rem for restitution (§ 438 Para. 1 No. 1 BGB German Civil Code) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against Plast-Control.
4. The limitation periods of the law on sales, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as Plast-Control is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB German Civil Code) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

§ 14 Spare parts

1. The Supplier is obliged to keep spare parts for the products supplied to Plast-Control in stock for a period of at least 5 years after delivery to Plast-Control.
2. If the Supplier intends to discontinue the production of spare parts for products supplied to Plast-Control, he must notify Plast-Control of this in writing immediately after the decision to discontinue production and at least 6 months before production is discontinued, in order to enable Plast-Control to ensure a reliable supply of spare parts.

§ 15 Prohibition of advertising / Confidentiality

1. The use of the Plast-Control GmbH logo/word mark and any mention of the company as a reference customer of the Supplier shall require the written consent of Plast-Control in each individual case.
2. The supplier shall be obliged to maintain confidentiality about all operational processes, facilities, equipment, documents/data etc. which have been disclosed to him in connection with the contractual relationship, even after submission of the offer and after termination of the contractual relationship.

§ 16 Prohibition of assignment

Unless monetary claims are involved, the supplier is not authorised to assign its claims from the contractual relationship to third parties.

§ 17 Legal conformity

1. The supplier is obliged to comply with the relevant statutory provisions arising from and in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour and environmental protection regulations.
2. The supplier must ensure that its delivery/service fulfils all relevant legal requirements for placing the goods on the market at the respective destination.
3. The Supplier must ensure at its own expense and without any delay that requirements for validity, such as export licences, are met and maintained. Plast-Control shall be entitled to withdraw from the contract and to claim damages from the Supplier if the Supplier does not fulfil the obligations arising from sentence 1 above. The same shall apply if, despite any measures taken by the Supplier, for example, necessary authorisations are not granted within a reasonable period of time for Plast-Control or if granted authorisations are withdrawn or declared invalid.

§ 18 Applicable law

All legal relationships between the contracting parties shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as amended.

§ 19 Place of jurisdiction

The place of jurisdiction shall be the registered office of Plast-Control or, at the exclusive discretion of Plast-Control, the place of jurisdiction of the Supplier.

§ 20 Data protection

Plast-Control advises the supplier that it will store and process the supplier's data in accordance with the provisions of the GDPR and the Federal Data Protection Act (BDSG) in accordance with § 33 BDSG. Detailed information on the handling of personal data can be found in the "Data protection information for business partners".

§ 21 Supplier's declarations of origin

The supplier must enable the customs authorities to carry out checks on declarations of the origin of the goods supplied and provide them with the necessary information and any supporting documents. If Plast-Control is at fault, the Supplier shall compensate Plast-Control for the damage caused by the authorities not recognising the declared origin due to incorrect certificates or lack of possibilities for verification.