

Supplementary GENERAL CONDITIONS OF SALE

LEIPA Georg Leinfelder GmbH, FlexPack

1. Range of application, general information

1. Besides the General Conditions of Sale of LEIPA Georg Leinfelder GmbH (hereinafter referred to as "CSG"), these General Conditions of Sale (hereinafter referred to as "CSG of FlexPack") additionally apply to all contracts, also to contracts on additional services, advice and information, which LEIPA Georg Leinfelder GmbH (hereinafter referred to as "Contractor" or "Seller") acting as seller, supplier and contractor concludes in the FlexPack business line. These GCS apply only to entrepreneurs (Section 14 of the German Civil Code), legal entities under public law or special funds under public law in accordance with Section 310 Paragraph 1 Sentence 1 of the German Civil Code.
2. These GCS and the GCS of FlexPack apply exclusively to all sales and supply transactions, including cost estimates, additional services, provision of advice and information concerning the FlexPack business line. Upon the placement of an order/the award of a contract by the Buyer or the ordering party (hereinafter referred to as "Ordering party", "Buyer" or "Customer"), the GCS and the GCS of FlexPack shall be considered as acknowledged and as forming part of the contract. Any conflicting or deviating conditions of the Ordering party are hereby expressly contradicted. They only become part of the contract if the Seller expressly agrees in each case.
3. The GCS and GCS of FlexPack as amended are also applicable as a framework agreement for future contracts on the sale and/or the supply of movable items with the same Customer without an explicit reference to these General Conditions of Sale being required in each case; in that case the Seller shall immediately inform the Buyer of any amendments to these GCS or GCS of FlexPack.
4. Informal agreements made with the Customer in a particular case shall always have priority over these GCS or GCS of FlexPack. The content of such agreements shall be determined by a written contract or the confirmation given in writing.
5. Legally relevant declarations and notifications to be made by the Buyer vis-à-vis the Seller after the conclusion of the contract (such as setting deadlines, notice of defects, notice of repudiation or reduction of the purchase price) shall be given in writing in order to be effective.

2. Order documents, information on quality

1. Cost estimates and all relevant documents (e.g. plans, drawings, calculations, images, papers, design documents, models) made available to the Customer or a third party in his charge as part of the contract negotiations or contractual relationship shall remain our property and shall not be duplicated or made accessible to third persons without our consent. Upon request, the documents shall be returned to us completely at any time. In case of failure to place the order or, at the latest, the termination of the contractual relationship the Customer shall return the complete documents without being requested. Assertion of a right of retention of the documents is excluded.
2. All information concerning quality, suitability and range of applications of our services is given to the best of our knowledge. However, it represents only values based on our experience, which shall not be considered as the agreed or guaranteed condition; they do not justify any claims against us. In particular, the Ordering party shall not be released from the duty to satisfy itself, by its own inspection and examination, of the suitability of the service for the intended purpose. Deviations within the error tolerances, which may occur in each particular case, that are unavoidable despite the diligence shown in the production of the goods and the determination of the values, are expressly reserved.
3. **Obligations of the Buyer as part of the acceptance and execution of the order**
 1. The Ordering party shall check before awarding the contract whether the combinations are suitable for the intended use and whether the combination is usable for the existing sealing and welding system. Particularly in case of combinations and prior to processing, the Ordering party shall carry out qualifying examinations. In no event does the Contractor assume a guaranty that the combinations are compatible with particular filling materials or for a particular filling method, processing method or pressure.
 2. The Ordering party shall examine all printing and/or production specifications provided by the Contractor with regard to the essential quality required for its use as packaging or packaging aids or manufactured product. The Ordering party shall sign the documents as a sign of its consent and return them. The Ordering party shall clearly mark any corrections requested by it as well as obvious defects.
 3. The Ordering party is responsible for verifying the right of reproduction and copyright concerning all printing proofs, designs and finished samples unless the Contractor has been expressly ordered to do it on its behalf.

4. Execution

1. Advice: consultation, provision of information and suggestions on the use, processing and possibilities of application of our products shall only comprise a guarantee of characteristics where this has been agreed in writing.
2. Samples/trial rolls: The provision of samples/trial rolls or similar items does not represent a guarantee with respect their characteristics.
3. Approval of technical data by the Ordering party: The Ordering party shall examine all printing and/or production specifications provided by the Contractor with regard to the essential quality required for their use as packaging or packaging aids or manufactured product. The Ordering party shall sign the documents as a sign of its consent and return them. The Ordering party shall clearly mark any corrections requested by it as well as obvious defects.
4. Quality tolerance: The order shall be executed according to commercial quality and the state of the art and within the bounds of the technically necessary, material- and process-related tolerances unless specific order standards have been specified.

5. Partial deliveries

- In deviation from paragraph 4.3 of the GCS the Seller is entitled to make excess or short deliveries as follows:
- In case of delivery of quantities of less than 4,999 sq. m, excess or short delivery of up to 50 % of the total quantity shall be permissible;
 - In case of delivery of quantities ranging from 5,000 sq. m to 9,999 sq. m, excess or short delivery of up to 30 % of the total quantity shall be permissible;
 - In case of delivery of quantities ranging from 10,000 sq. m to 49,999 sq. m, excess or short delivery of up to 15 % of the total quantity shall be permissible;
 - In case of delivery of quantities of more than 50,000 sq. m, excess or short delivery of up to 10 % of the total quantity shall be permissible.

6. Acceptance

As a supplement to sub-paragraph 5 of the GCS the Ordering party shall take delivery of at least 50% of quantity to be delivered at the delivery date confirmed by the Seller and of the remaining quantity not later than three months after the delivery date confirmed by the Seller.

7. Deadlines, dates, delays

1. The deadlines or dates specified by us or agreed with us are not binding unless otherwise agreed in writing. Where deadlines were exceptionally agreed as binding the sub-paragraphs 7 (2) to 7 (4) below shall apply; for dates exceptionally agreed as binding the sub-paragraphs 7 (2) to 7 (4) shall apply mutatis mutandis.
2. Time shall not run until all relevant details concerning the execution of our work have been clarified, but start not earlier than the date of dispatch of the order confirmation or after agreed down payments or payments on account have been made by the Customer.
3. Deadline commitments are no longer binding if the size of the order is considerably altered or extended after the deadline was agreed.
4. A prerequisite for our compliance with deadlines is the proper fulfilment of the Customer's contractual obligations. In the event of default by the Customer, all deadlines shall be extended by the duration of the delay plus a reasonable restart time.

8. Confidentiality, ownership of sketches, designs, etc.

1. The obligation to preserve foreign printing materials, manuscripts and other objects made available to us ends six months after delivery of the last order executed with these items.
2. In the event that the Ordering party acquires the copyright even before awarding the contract, the Ordering party shall be responsible for the design application. The Ordering party shall be liable for ensuring that the orders placed with the Contractor or their execution neither violate the rights of third parties nor relevant regulations; the Ordering party shall be obliged to indemnify the Contractor nonetheless against claims raised by third parties.
3. In case third parties raise claims against the Contractor, the Ordering party, at the request of the Contractor shall be obliged to defend the Contractor against these claims. Should the Ordering party fail to comply with this request within one month, the Contractor is entitled to withdraw from the contract and to demand compensation of his outlay.