

General Terms and Conditions of Sale and Delivery of Comco Nylon GmbH

Comco Nylon GmbH, Insel Oberau 19, 56133 Fachbach, Germany

I. Validity, Offer and Conclusion

1. Our deliveries and services are exclusively based on these General Terms and Conditions (GTC). General terms and conditions of our contractual partners are explicitly rejected.
2. Our offers are subject to change. Conclusions of contracts and other agreements shall only become binding upon our written confirmation.
3. Brochures, drawings, advertising material, etc. issued by us and data contained therein, e.g. weight, quality, dimensions, condition and performance, shall only be authoritative if we have explicitly designated them as binding.

II. Prices

1. Our prices are ex works excluding packaging, freight and the statutory value added tax, unless otherwise agreed.
2. The deduction of a discount requires a specific written agreement.
3. We shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the customer and which jeopardize payment of our outstanding claims by the customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies).

III. Delivery and Performance Time / Partial Delivery

1. Agreed delivery periods shall be extended by the period by which the customer defaults on his obligations to us, plus a reasonable start-up period.
2. If we have guaranteed compliance with a date or deadline, the customer may set us a reasonable grace period in writing if we are in default. After fruitless expiry of the period, he may withdraw from the contract for those quantities and services which have not been delivered / rendered by the expiry of the period of grace. If the partial services already rendered are of no interest to the customer, he shall be entitled to withdraw from the entire contract.
3. Events of force majeure shall entitle us, even if they occur at our suppliers or their sub-suppliers, to postpone the delivery or service for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract in whole or in part due to the part not yet fulfilled. Equal to force majeure are strike, lockout, mobilization, war, blockade, export and import bans, traffic disruptions, difficulties in the procurement of materials or energy, shortage of labor, energy or raw materials, pandemics or epidemics, official measures, the failure of suppliers to deliver or to deliver on time despite a congruent hedging transaction concluded by the seller and other circumstances which cannot be influenced by us, which were not foreseeable at the time of conclusion of the contract and which make delivery unreasonably difficult or impossible for us. In such cases, the customer may demand that we declare whether we will withdraw from the contract or deliver within a reasonable period of time. If we do not make such a declaration, the customer may withdraw from the contract.

4. We shall only be entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not suffer any significant additional expenses or costs as a result (unless the customer agrees to bear these costs). Customary excess or short deliveries (+/- 10 %) of the concluded quantity are permissible.

IV. Dispatch and Transfer of Risk

1. In the absence of special agreements, the shipping route and means of transport shall be at our discretion.
2. The risk shall pass to the buyer when the material is handed over to a forwarding agent or carrier, at the latest when it leaves our works, even in the case of free delivery to the place of destination.

V. Terms of Payment / Offsetting

1. Unless otherwise explicitly agreed in writing, invoices are due immediately and payable without deduction directly upon receipt of the invoice.
2. The withholding of payments or offsetting on account of any counterclaims of the customer which are disputed by us and which have not been established by a court of law shall not be permitted.
3. If the customer is in default of payment, he shall pay interest at the statutory rate from the beginning of the default. A higher damage caused by the default can be claimed by us.

VI. Retention of Title

1. All goods delivered (goods subject to retention of title) shall remain our property until all claims to which we are entitled against the customer now or in the future have been satisfied, including all current account balance claims.
2. The processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. In the event of processing with other goods not belonging to us by the customer, we shall be entitled to co-ownership of the manufactured item in the ratio of the invoice value of our processed goods subject to retention of title to the sum of the invoice values of all other goods used in the manufacture. If our goods are mixed or combined with other items and our ownership of the goods subject to retention of title thereby expires (§§ 947, 948 BGB), it is hereby agreed that the customer's ownership of the mixed stock or the uniform item shall pass to us to the extent of the invoice value of our goods subject to retention of title and that the customer shall keep these goods for us free of charge. The goods resulting from the processing, combination or mixing shall be reserved goods within the meaning of these terms and conditions.
3. The customer may sell or process the goods subject to retention of title in the ordinary course of business. He shall only be authorized to resell if the claim from the resale together with the ancillary invoice is transferred to us to the extent resulting from the following paragraphs. He shall not be entitled to dispose of the goods in any other way. The installation in real estate or buildings or the use of the goods subject to retention of title for the fulfillment of other contracts for work and services or contracts for work and materials by the customer shall be deemed equivalent to the resale.
4. The customer's claim from the resale of the goods subject to retention of title together with all ancillary rights shall already now be assigned to us in full – irrespective of whether they are sold to one or more customers. If the reserved goods are sold after combination or mixing or processing with other goods not belonging to us, the assignment shall only follow to the amount of our co-ownership share in the sold item or the sold stock. The customer shall be entitled to collect the claim assigned to us as long as he is not in default against us. In this case we shall be entitled

- a) to revoke the authorization to sell or process or install the goods subject to retention of title and to collect the claims assigned to us,
- b) to notify the third-party debtors of the assignment.

5. The customer undertakes to provide the information required to assert our rights and to hand over the documents required for this purpose.

6. If the value of the securities existing for us exceeds our claims not only temporarily by a total of more than 20 percent, we shall release securities of our choice in the corresponding amount upon request.

VII. Defects / Warranty

1. Obvious defects must be reported immediately after receipt of the goods or completion of our service. The timely dispatch of the notification shall be sufficient to meet the deadline. The defective goods shall be kept available for our inspection in the condition in which they were at the time of discovery of the defect. In particular, they may not be processed. The customer must give us the opportunity to verify the justification of a notice of defect. He is also obliged to provide us with samples of the material complained about without delay upon request. Breakage damage and shortages must be noted on the consignment bill / delivery bill. Any breach of these obligations shall exclude any liability on our part. Furthermore, claims for defects can no longer be asserted if the defect was not notified until after the goods had been mixed with other goods or after processing. 2.

2. In the event of a justified notice of defect in due time, we shall take back goods recognized as defective and deliver faultless goods in their place or, at our discretion, remedy the defects by repair. If the subsequent performance fails, the customer explicitly reserves the right to reduce the price or to withdraw from the contract at his discretion.

VIII. Liability

We shall only be liable for damages resulting from a grossly negligent or intentional breach of duty by us, our legal representatives or our vicarious agents, unless the damage results from injury to life, body or health. Liability based on the provisions of the Product Liability Act, for culpable breach of essential contractual obligations, for malicious fraud and for guaranteed characteristics shall remain unaffected. In the event of a breach of essential contractual obligations, liability shall be limited to the foreseeable, typically occurring damage.

IX. Place of Performance, Place of Jurisdiction and Applicable Law

Unless otherwise agreed, the place of performance for our services shall be Fachbach. The exclusive place of jurisdiction, provided the contractual partner is a merchant, is Lahnstein. The law of the Federal Republic of Germany shall apply between the contracting parties. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Version as of January 2022