

I. General provisions

1. Our general terms and conditions of business apply only vis-à-vis companies, legal entities under public law and special funds under public law. They do not apply vis-à-vis consumers.
2. Our general terms and conditions for online services and spare parts orders are valid for all (present or future) spare part supply agreements for ARBURG products (hereinafter referred to as "spare parts") concluded online via the arburgXworld customer portal (hereinafter also referred to as "Customer Portal") or the telephone, contracts for online services in the arburgXworld customer portal (hereinafter referred to as "online services"), as well as additional services ordered online via the arburgXworld customer portal, such as assembly, commissioning, maintenance, repair, training, and repair of ARBURG products (hereinafter referred to as "additional services"), with the exception of activities to fulfill a warranty for defects, without the need of further reference thereto. Separate general terms and conditions of business and delivery apply to services and spare part deliveries not ordered online via arburgXworld or the telephone. These can be downloaded from <https://www.arburg.com/de/meta/terms/>.
3. Conflicting terms and conditions, or contrary general terms and conditions of the customer not contained in these general terms and conditions of business and delivery, shall not apply unless we explicitly acknowledge them, even when we perform deliveries or services without reservation in the knowledge of such general terms and conditions of the customer.
4. Collateral agreements, supplements and special agreements must be confirmed by us in writing.

II. Offer to contract and conclusion of contract, performance specifications

1. Our offers are subject to change and non-binding.
2. The presentation and advertising of products or online services in our Customer Portal does not constitute a binding offer to conclude any purchase, service, or other contract.
3. When the customer places an order via the online shop in the Customer Portal by clicking the button "Commit to buy", he or she is making a legally binding purchase order. Before submitting the purchase order, the customer can review and change the data order summary. The purchase order can only be submitted and transferred electronically when the customer accepts these terms and conditions by clicking the button "Accept Terms & Conditions"; this action makes these terms and conditions an integral part of his or her order. The terms and conditions are available for download at any time at <https://www.arburgXworld.com/legal>. The customer shall be bound by the order for a period of two weeks from purchase order placement. We will immediately confirm the receipt of purchase orders placed via our Customer Portal by e-mail (automatic acknowledgment of receipt). The automatic confirmation displays the customer's purchase order once again, and can be saved or printed out by the customer. The automatic acknowledgment of receipt merely documents that the customer order has been received by us, but does not constitute a binding acceptance of the order, unless the confirmation of receipt of the order also includes a declaration of the acceptance.
A contract is concluded only if we accept the customer's purchase order by making a declaration of acceptance (order confirmation) or deliver the ordered items. Please note that agreement text (consisting of order, terms and order confirmation) will be saved by us, but is not permanently available to the customer. In the event that the items ordered by

the customer cannot be delivered, for example because they are out of stock permanently or unavailable in the near future, we do not require an acceptance declaration. In this case, no agreement is concluded. We will immediately inform the customer about that and refund any payments already received without delay.

4. The aforementioned regulations apply in case customer uses chargeable services.
5. The agreement is concluded in German.
6. When the customer places an order for spare parts on the telephone, an agreement is concluded only if ARBURG accepts the purchase order by making a declaration of acceptance (order confirmation) or deliver the ordered items. These general terms and conditions apply to spare part orders on the telephone based on the customer's acceptance of these general terms and conditions declared upon registration for the Customer Portal, even if no separate reference is made to them.
7. Our order acceptance covers only spare part deliveries and services in the Federal Republic of Germany.
8. Performance specifications for spare parts are only binding for us on the proviso that they are listed in a still-valid prospectus or are explicitly confirmed by us. Design changes we consider appropriate due to technical progress, or for other reasons at our discretion, are reserved.

III. Cooperation duties of customer

1. The customer undertakes to use ARBURG products according to operating instructions, as well as to clean and maintain them, and check if they function properly.
2. If an ARBURG product malfunctions, the necessary measures to protect people and property must be taken promptly and the use of the product in question must be stopped unless approved by us.
3. The customer undertakes to ensure that the uninterrupted delivery of spare parts and, in the case of additional services, their undisturbed implementation, is possible. The customer shall in particular ensure that qualified contact persons are present when additional services are performed and that the necessary utility connections are available. We reserve the right to charge the customer for costs incurred in connection with waiting times for which he is responsible.
4. The cooperation duties of the customer upon using online services are stipulated in the terms of use for the ARBURG Customer Portal.

IV. Prices and payment

1. The prices apply to the products and services set out in the order confirmations or the scope of delivery and services in the Customer Portal.
2. The prices for spare parts are in euros ex works (EXW) plus loading, packaging, shipping, insurance and VAT at the statutory rate. Costs for additional services are not included in the prices stated for the delivery of spare parts. Services and travel costs are calculated based on a documentation of services in accordance with the currently valid rates overview, which we will gladly send to you upon request.
3. Prices for paid content / online services of arburgXworld (excluding spare parts, see clause IV. 2.) are net prices and always apply for 12 months from the use of the relevant online service or booking of the respective package. We are entitled, in the reasonable exercise of our discretion, to make price adjustments; they are admissible no earlier than 12 months after the use of the relevant online service / booking of each package or after the last price increase. In the event of price increases of more than 10% compared to the prices of the previous year, the customer is entitled to terminate the online service / the package on the effective date of the price increase (special right of termina-

tion). The special right of termination expires 14 days after receipt of the price change notification. The special right of termination does not exist if the customer books additional online services / benefits or integrates other machines, because of which a price adjustment will be made.

4. Prices for paid content / online services of arburgXworld are always due for payment 12 months in advance, unless otherwise indicated in connection with the respective online services or separate agreements between the provider and the customer state otherwise. If the price for an online service depends on the number of integrated machines, the price will automatically increase with each integration of a new machine. The price increase due to the integration of new machines will, however, be only will be included in the next regular invoice (12 months from using the online services or the last invoice) or, in the case of prior termination of the agreement, settled upon termination of the agreement.

5. The Customer can make the payment upon receipt of the invoice. Unless otherwise agreed, invoices are due for payment within 14 days of the invoice date without deduction.

6. For late payments, we may charge default interest to the amount of 9 percent above the respective base interest rate pursuant to section 247 subsection 1 of the German Civil Code (BGB). The right to claim further damages shall not be limited thereby. Incoming payments are first offset against to the oldest claims, in the following order: costs, interest, and principal claim. Offsetting or retention of payments is permitted only if legal claims of the customer that are acknowledged by us, undisputed, or established by a final decision.

7. Should, after the acceptance of orders, reasonable doubts arise regarding the solvency of the customer, we shall be entitled to demand a security deposit prior to delivery or the provision of additional services. If the customer does not meet this request within two (2) weeks after the request or if the debt is not settled, we are entitled to withdraw from the contract. In case of withdrawal, we shall be entitled to demand a lump sum compensation to the amount of 20 % of the order value. The customer is free to furnish evidence that the damage was not incurred or incurred to a lesser extent. The right to make further claims for damages, and the rights under section 321 of the German Civil Code (BGB), are not affected.

8. We are not obligated to accept, or process, individual customer orders with an order value of less than 25.00 EUR net (excluding VAT).

V. Delivery and performance period, delay in performance, partial delivery

1. Our information on dates and deadlines is not binding unless a fixed-date transaction or other special delivery or performance dates are agreed in writing. Such agreed delivery or performance dates commence with the dispatch of our order confirmation, but not prior to the fulfillment of the obligations / customer obligations. Deliveries will be made ex-works unless an additional service is owed; in this context, it is essential for meeting delivery dates that the delivery has left the factory or that readiness for dispatch has been notified. In the event that we owe the customer additional services, completion shall be decisive for meeting the delivery date. In the event that we owe online services, the provision of an availability for use of this online service shall be decisive for meeting any performance periods. In case we do not meet agreed delivery or performance date, default occurs only after expiry of a writing reasonable grace period granted by the customer of at least two weeks.

2. The agreed delivery and performance dates delivery time shall appropriately extend even within the period of default in the event of force majeure, especially natural disasters, epidemics, pandemics, war, terror-

ism, sovereign interventions, industrial disputes or similar cases beyond our control that occur without our fault, for the duration of the aforementioned event or its effects. This also applies if such impediments occur with presuppliers, suppliers, carriers or subcontractors. ARBURG shall communicate the beginning and end of such impediments to the customer as soon as possible. If the impediment continues for more than three (3) months, or if it is certain that it will continue for more than three (3) months, both the customer and ARBURG can withdraw from the agreement. In this case, any claims for damages of customer are excluded, but only if ARBURG has informed the customer immediately upon notification of the consequences of the unforeseen impediment.

3. In the event that modified or additional services are performed during the execution of the contractual services, the delivery and performance periods shall be extended, in due consideration of the duration of execution of such services. Where required, we will inform our customer about this in good time.

4. We are entitled to make partial deliveries within the agreed delivery deadlines, if this is acceptable for the customer.

VI. Transfer of Risk on spare parts delivery

1. The risk is transferred to forwarding agent at the latest when the spare parts delivery is handed to the forwarding agent, carrier, or other third party designated to make the delivery to the customer. The transport is at the expense and risk of the customer even if customer employs his or her own transportation personnel. The transfer of risk applies even if ARBURG has accepted any other services subject to a special arrangement (e.g. shipping or shipping cost, insurance, etc.), but not if we owe additional services including delivery. In the latter case, the transfer of risk takes place with the acceptance of the whole-completed work.

2. It is the customer's responsibility to insure the spare parts from the transfer of risk against insurable risks at customer's own expense.

VII. Retention of title and other securities

1. We shall reserve title to the delivered spare parts until complete payment of the agreed price including ancillary claims.

2. The customer is obliged to treat the reserved goods with care and insure them against loss, damage and destruction at his own expense. The customer hereby assigns claims arising from insurance contracts to us now, i.e. a first-priority partial amount equivalent to the agreed price of the reserved goods. We hereby accept this assignment. The customer undertakes to inform us immediately about damages, loss, and other third-party disposals.

3. The buyer may process and sell the reserved goods in the orderly and usual business, but is not allowed to pledge or assign them as collateral.

4. The customer hereby assigns rights from the resale or processing, or claims arising on another legal basis with regard to the reserved goods, including the accepted balance from a current account agreement, to us now. We hereby accept this assignment. The customer is revocably authorized to collect claims assigned to us in his own name. The direct debit authorization can only be revoked if the customer does not meet his payment obligations as required. This assignment of receivables is designed to secure all, including future, claims arising from the business relationship with the customer.

5. We undertake to release any securities to which we are entitled at the request of the customer insofar as the realizable value of our securities exceeds our claims to be secured by more than 10 %. The selection of securities to be released shall be at our discretion.

6. In the case of processing, combining or mixing with other items, we acquire co-ownership of the new item in proportion to the value of the items supplied by us to the other processed items at the time of processing. In all other cases, the same shall apply to the resulting product as to the goods delivered subject to retention of title.

7. The rights of the customer to resell and use the reserved goods, as well as the authorization to collect assigned claims are lost provided that in-court or out-of-court insolvency proceedings are opened. The statutory rights of a liquidator, including those of a preliminary liquidator, shall not be affected by this.

VIII. Warranty

1. ARBURG warrants for new spare parts for a period of 12 months and for used spare parts for a period of 3 months. The warranty periods commence on the date of delivery. Warranty claims due to inadequate services expire 12 months after acceptance. The above provisions do not apply if longer periods are mandatory by law.

2. In case of spare parts, ARBURG's warranty is limited to design, workmanship, and material defects to the exclusion of warranty for wear parts, in particular relays, strip heaters, fuses, gaskets, filters, all parts of the plasticizing and other parts particularly affected by wear and tear.

3. Customer is required to give notice of defects of spare parts or services of any kind - with the exception of hidden defects - within 8 days after delivery or performance in written or electronic form, otherwise the delivered goods are deemed approved. Complaints for hidden defects must be made without delay, at the latest within 8 days from the discovery, in written or electronic form; otherwise, the spare parts / services are deemed approved with respect to these defects, at the latest however 12 months after transfer of risk. Negotiations on a complaint constitute no waiver of the defense of delayed, insufficient or unsubstantiated notice of defect.

4. In case of timely and substantiated complaints, we can choose, at our discretion, to remedy the defect (repair) or to subsequently deliver a flawless item (replacement). ARBURG will take any incomplete or improper additional services to completion or remedy them free of charge. Customer undertakes to give ARBURG sufficient time and opportunity to carry out all necessary repairs and replacements. Otherwise, ARBURG shall be released from liability for any consequences thereof. In the case of replacement, the customer is obliged to return the defective parts. In urgent cases of danger to operational safety, or to prevent excessive damage, which must be reported to us immediately, the customer has the right to remedy the defect or have it remedied by third parties and claim reimbursement for the necessary expenditures. In the event that ARBURG is not willing or able to perform such repair or replacement, or if the repair or replacement is delayed beyond reasonable periods for reasons for which ARBURG is answerable, or in case that the repair or replacement fails in any other way, customer, provided that further attempts at subsequent performance are unacceptable for him, shall be entitled at his discretion to either withdraw from the contract or reduce the purchase price. A withdrawal of customer from the contract in case of a negligible defect is only possible with our consent.

5. Warrantee rights only arise if the spare parts have material defects upon transfer of risk. No warranty rights arise especially in case of inappropriate or improper use, faulty assembly or commissioning by the customer or third parties, natural wear, faulty or negligent treatment or handling, inadequate maintenance, disregard of specifications in the operating instructions, unsuitable equipment, replacement of materials, in case of neglect to only use original parts, defective construction

work, unsuitable foundations, chemical, electrochemical or electrical influences, provided ARBURG is not responsible for these circumstances.

Our warranty expires as soon as the domestic customer forwards our spare parts to countries abroad, unless a surcharge equal to the difference between the domestic and the eligible foreign general sales price is be paid retroactively for them to cover the increased cost of risk. The domestic customer, who forwards spare parts to foreign countries, is not entitled to service performances from Germany, even if he or she agrees to pay such costs.

6. If the examination of a complaint in respect of a defect results in the finding that there is no defect, or that the customer is responsible for the defect, we are entitled to charge the costs incurred by the inspection and, where appropriate, the removal of the defect.

7. For damages due to defectiveness of the spare parts or damages that occur to the service object itself or consequential damage including loss of use, ARBURG shall only be liable within the limits specified in clause IX. below.

IX. Liability

1. We are liable in accordance with the provisions of the German Product Liability Act as well as in the cases of inability and impossibility for which we are responsible. In addition, we shall be liable for damages in accordance with statutory provisions in cases of intent, gross negligence, upon assumption of a guarantee, as well as injury to life, limb or health for which we are responsible. In case that we violate a contractual obligation (so-called cardinal obligation) with simple negligence, i.e. a duty whose fulfillment is essential for the due and proper implementation of the agreement and on whose observance the customer can reasonably rely on, our liability shall be limited to foreseeable damages typical of the agreement. In all other liability cases, claims for damages for the breach of an obligation arising from obligations under the agreement and tort are excluded, to the effect that we are not liable for lost profits or other financial damages of the customer.

2. Insofar as our liability is excluded or limited in accordance with the provisions above, this shall also apply to the personal liability of our employees, workers, staff, representatives and agents.

X. Data Storage

We shall inform the customer of the fact that personal data - provided and to the extent that this is necessary for business purposes and permitted under the General Data Protection Regulation - are stored electronically and will be processed by us for fulfilling the agreement. The legal basis for the storage of data is section 6 subsection 1 subparagraph b) of the General Data Protection Regulation.

Person responsible pursuant to section 4 subsection 7 of the General Data Protection Regulation is ARBURG GmbH + Co KG, Arthur-Hehl-Strasse, 72290 Lossburg, Germany, E-Mail: contact@arburg.com, Phone: +49 7446 33-0. You can contact our data protection officer at the e-mail address datenschutzbeauftragter@arburg.com.

For more information on the processing of personal data by ARBURG, including your rights, please visit www.arburg.com/de/meta/datenschutz/.

XI. Confidentiality

The customer is obliged to keep our know-how, as well as all our other business and trade secrets including the content of the contractual relationship with the customer, strictly confidential. The customer shall take all reasonable and necessary precautions to protect the aforementioned information against unauthorized access, unauthorized disclo-



sure, reproduction, transmission or any other unauthorized use. The obligations referred to in this article shall survive the termination of this agreement.

XII. Final provisions

1. All legal provisions between ARBURG and the customer shall be exclusively governed by the laws of the Federal Republic of Germany to the exclusion of the application of the rules on the international sale of goods (CISG, United Nations Convention on the International Sale of Goods).
2. The place of jurisdiction and fulfillment for all rights and obligations of the contractual parties from transactions of any kind shall be Freudenstadt (Federal Republic of Germany). However, we are also entitled to sue the customer at its general place of jurisdiction.
3. If any provision of this agreement is, or shall become, invalid or unenforceable, this shall not affect the validity of the remaining provisions. In this case, the invalid or unenforceable provision shall be replaced by a valid or enforceable clause, which is closest to the original intent of the invalid or unenforceable provision. The same applies to the closing of any contractual loopholes.