

I Scope of application/general provisions

1. The general terms and conditions regulate the use of the products and services of Jaksche Kunststofftechnik GmbH (abbreviated JKT) on the following website: www.jaksche.eu. We reserve the right to change the terms and conditions at any time and it is your responsibility to check regularly before ordering. Statutory rights remain unaffected. The general terms and conditions apply to Jaksche Kunststofftechnik GmbH as well as to their legal successor.
2. The following terms and conditions apply to all services that between JKT and a consumer or an entrepreneur be completed. These terms and conditions apply to all business relationships and contracts wherein JKT (executor of order, vendor) receives third party goods and/or services (hereinafter: provider, co-provider, deliverer) or provides them (client, buyer). Thus payment and delivery provisions refer to all contacts signed with other companies and/or concerns, their holding companies or branch offices of said deliverers or buyers.
3. Unless otherwise agreed in writing, other general provisions or other conditions of provider or client are not applicable.
4. Application of these provisions referring to business activities includes written agreements between JKT and deliverers or clients regarding reception or delivery or goods and/or provision of services.
5. Unless otherwise agreed, term "goods" refers to "provision of services" too.
6. If contract or contractual provisions were written in multiple languages, German version shall prevail in interpretation of provisions.
7. These provisions are valid in member states of *European Plastics Converters Association (EuPC)*.
8. The certificate of order makes orders regarding type and scope of delivery legally binding. Amendments are required to be in writing.
9. These provisions shall apply to current business relations as well as to future business operations to which exclusive attention was not paid during the previous agreement with partner. If instead of general provisions of business activities other provisions of client or provider enter into force, they will have to be confirmed in writing by contracting parties. If individual provisions are unenforceable, other provisions do not depend on that.
10. JKT shall be obligated by conditions referring to purchase and sale only if JKT confirmed in writing by them.
11. These provisions referring to business operations especially refer to clients or buyers which in the

moment when the contract was concluded have branch offices in the following countries: Belgium, Denmark, Germany, Finland, France, Greece, Great Britain, Ireland, Italy, Netherlands, Norway, Austria, Poland, Portugal, Sweden, Switzerland, Slovakia, Spain, Check Republic, Hungary, Cyprus, Turkey, Bosnia and Herzegovina, Serbia, Croatia, Slovenia, USA and China.

II Performance of contract

1. Contractual relationships between JKT and their clients or deliverers shall be grounded exclusively on these provisions of business activities. By this, contradictory provisions of business activities or providers shall be refuted and become void. Such contradictory provisions shall be valid only if JKT agrees with client or deliverer regarding them individually and approves them.
2. Agreements concluded between JKT and client or deliverer regarding the execution of order should be in writing in this contact.
3. The contract is valid only if both parties have signed the contract or as soon as the JKT confirms the supplier's offer by written order or, in the case of call contract, at the time the JKT places the order for (partial) delivery.
4. Technical descriptions of services or technical requirements, specifications or other ledgers are integral part of the contract including specially arranged obligations referring to preserving business secrets, regulations referring to examining and packing as well as guidelines referring to quality and audit. The client shall be obligated to make technical and qualitative description in much detail as possible for every product together with JKT. Every deviation from that shall require additional written contract with the client/deliverer.
5. If deliverer or client are providing services or are preparing for it without executing legally binding contract grounded on provisions referred to in part II, number 1. prior to that, client and deliverer shall be responsible for the said actions. JKT shall be released of responsibility and obligation referring to compensation.
6. Every amendment of the contract shall require a new written agreement between the contracting parties.
7. If JKT makes available certain specifications, technical information, drafts, guidelines, production and application technique, patterns, forms, models, plans and/or their sketches for the execution of contract approved by client shall also represent an integral part of this contract.

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GENERAL TERMS AND CONDITIONS**GTC – General terms and conditions as of 07/2023**

8. Provider and client, if aware, are both obligated to point discrepancies and shortcomings referring to goods or information referred to in part II, number 7. which were proposed by JKT or on their behalf and made available or prescribed by them.
 9. Contracts with JKT shall be performed only after JKT confirmed the order in writing. Previous offers or other guarantees by JKT are non-binding and are valid only as request for submitting offer or orders.
 10. The order shall be considered received when JKT confirms it in writing. JKT has a right to individually, orally and finally, confirm that the contract is accepted.
 11. All orders shall be contracted only for certain terms of delivery, amounts, products and qualities. This is binding for both contracting parties.
 12. Minimum orders are allowed only when both parties provide consent in writing.
 13. Changes of plans within issued order are allowed only when both parties provide consent in writing.
 14. If one contracting party unilaterally fully or partially annuls the contract or if client prematurely terminates contracts, JKT has a right to all accrued expenses, accompanying expenses including storage costs and profit loss.
 15. If received client's orders or provider's offers contain formulations/conditions contradicting the potential agreement or provisions determined by business conditions i.e. derogate from them, they shall be considered void.
- III Prices, payments, arrears**
1. If not provided otherwise on the confirmation of the order, JKT's prices and tariffs are stated in Euros, excluded of VAT and are valid as FCA Incoterms 2010 including loading in the company, fees for removing packaging and legal VAT. Failing concluded agreement, these expenses, fees and taxes shall be borne by client or provider.
 2. Prices agreed upon and tariffs are generally fixed for the total duration of the contract.
 3. All calculations and statements referring to prices shall be interpreted by JKT based on the number of pieces stated by the client and complete takeover of them in the given time period during which contract is valid. If, pursuant to the confirmation of the order, the client does not fulfil their obligation referring to taking over the shipment or if they fulfil it only partially, JKT, being the order executor, has a right to calculate increased prices from the moment the scope and/or course of change of performance of contract.
 4. JKT will invoice the client for the increase of the prices of materials, such as raw materials and similar reinforcing materials as well as increased payment, energy and machinery costs. JKT as the executor of the order can fully forward the price change to the client, if during the term of this contract the price components of certain products increase or decrease.
 5. JKT, being the order executor, shall be informed by the client in writing at least 6 months prior to planned cessation of serial order. In case of constructive changes and/or interruptions of order for the delivery by the client, utilizable reserves of material at current prices, including accompanying costs shall not be paid i.e. taken over as long as these reserves are based on orders, mass or serial production.
 6. If multiple pieces are ordered, JKT has a right to calculate each one individually upon the delivery of every piece or providing service. Invoicing shall be done on the day of delivery i.e. providing of service. Delay of maturity (valuation) is excluded.
 7. Invoices issued to clients shall be paid in net at least 30 days later, without delay and without expenses. The following conditions of payment shall apply:
 - engineering or construction services shall be paid within 14 days, net payment.
 - Samples and prototypes shall be returned within 30 days, net payment.
 - Tools, models, forms, templates, devices (tools), and transporting media shall be paid within 30 days, net payment. When it comes to tools and transporting media, from the moment of confirming the order, advance payment in the amount of 60% of total expenses shall be agreed. The rest of the payment of 40% shall be done by the client upon the delivery of sample or first prototype. Individual orders for individual positions are exempt from the regulation of advance payment so they shall be fully paid within 30 days (net) from the day of the end of production.
 - Advice and development services shall be paid within 30 days (net). When it comes to advice and development services, from the moment of confirming the order, advance payment in the amount of 60% of total expenses shall be agreed. The rest of the payment of 40% may be done by the client upon provided final service by JKT.
- Prices of spare parts upon the end of production:
- Years 1-5 upon the end of production: 100% supplement for expenses referring to equipping at latest prices, excluding packaging

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- Years 6-10 upon the end of production:
150% supplement for expenses referring to equipping at latest prices, excluding packaging
 - Years 11 - 15 (and more):
-200% supplement for expenses referring to equipping at latest prices, excluding packaging
- This supplement for expenses referring to equipping covers storage/ insurance / maintenance of all tools / models as well as potential changes of price for the deadline of guaranteed availability. Approval of discount for serial parts requires a special agreement in writing between contracting parties and the agreement shall be valid until the recall by JKT. It excludes approval of discount referring to advice, development and construction services, transport media (load carrier made from metal or woods), tools, samples, prototypes, spare parts after the cessation of production etc. Deviations from the abovementioned have to be agreed on in writing. Partial bills shall be paid in instalments after the invoice is received.
8. Being a contractor, JKT shall calculate hourly rates and prices of material at prices that were valid after the end of the service for factory services. Time spent travelling and waiting shall represent working hours and overtime, night work, work at high temperatures, and work on holidays shall be calculated separately. Special services in the form of designer, developmental, advice and construction services require special written agreement between JKT and client.
 9. Unless otherwise agreed in writing, bills referring to delivery shall be paid within 60 days upon their reception, if it does not exclude the performance of agreement and if it not accepted by JKT.
 10. The postal stamp on the receipt of the shipment is authoritative for determining the day of payment execution in the case of payment via bank, the day of execution of the payment is the transfer of the funds of the buyer's credit note by the bank.
 11. Invoices must be created by the deliverer / service provider in accordance with the contract and in any case must contain the following information:
 - a. number of contract/order of JKT;
 - b. brand, account number and provider's bank data and/or transfer account data
 - c. number of product and description of delivered goods,
 - d. date of delivery of goods stated in the invoice;
 - e. taken/delivered pieces/amounts per type of product and/or provided services and/or documents referring to working hours from which one can see when each employee was employed, and how many hours a day they was spent providing services;
 - f. price/prices per piece and price/prices per provided service;
 - g. sales tax (VAT) or reference to tax free export delivery;
 - h. any discounts;
 - i. Declaration of preferential origin: "The Contractor [Authorized Contractor, Approval No. ...] of the goods to which this commercial invoice relates declares that these goods, unless otherwise stated, are of preferential origin from the EU. "
This statement must contain the following items listed on the last page of the invoice:
 - company stamp
 - First and last names in capital letters of the authorized representative of the legal body
 - Signature of the clerk
 - Location of the company headquarters
 - Date of the invoiceIf the deliverer cannot submit proof of preferential origin in accordance with Art. III. 11, then he is obliged to issue a certificate of origin EUR.1 when sending goods worth more than € 6,000.
12. The deliverer is obliged to prove the origin status of the goods before shipping the goods and before issuing the invoice for JKT.
 13. If the invoice does not contain information in accordance with the provisions of Article 11., then it is returned to be changed, before payment occurs. If the deliverer does not fully comply with the provisions of Art. 11. and Art. 12., then to put the resulting costs on the account of the deliverer, i.e. to calculate them in the invoices that are due.
 14. If deliverer does not fulfil their contractual obligations, JKT is has a right to suspend their obligations referring to payment. Suspension of payment by JKT shall not enable provider to suspend the conduct of their services of delivery.
 15. JKT has a right to calculate the amount of invoice with contributions owned by the provider.
 16. Instructions on payment, checks and promissory notes shall be accepted for the purpose of payment pursuant to agreement and all expenses and discounts.
 17. *Payments made by JKT are, regardless of their mutual purpose, always used to pay oldest debts including mature interest on arrears and expenses.*
 18. Upon the requests of JKT, client or provider may calculate, if JKT confirmed in writing return receivables of client or provider and if they are irrefutably and legally established and awarded. Client/provider may request a right of retention only

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- if counterclaim is grounded on the same contractual relationship.
19. Until matured amounts in invoices are fully paid, including interests and expenses, JKT is not obligated to make any more deliveries pursuant to any valid contract. After the end of deadline for payment, settlement lag occurs and there is no need for prior warning.
 20. If client is late with their payment, JKT may prolong deadline for payment for additional 10 days. After the expiry of prolonged deadline, JKT shall be allowed to withdraw from agreement and/or to request damages instead of service. In addition to that, the purchaser shall be obligated to pay costs of collection agency and extrajudicial fees and gives their consent for the interest to be capitalised and collection costs to be calculated in capital. Request for future damages remains intact and is not thus excluded.
 21. If JKT is familiar with facts calling into question client's solvency after the contract is concluded, vendor has a right to request full payment or guarantees i.e. to withdraw from agreement after appropriate deadline for full payment is set. It is assumed that client's solvency is called into question if, among other things, continuous confiscation or other garnishment occur or if bankruptcy proceedings are initiated or are going to be initiated. If the delivery was made, total purchase price shall be paid.

IV Development and production of tools, creation of prototypes

1. When it comes to production and creation of tools, models, production form, templates, devices ("tools") and transport mediums with following prototypes / test samples between the client and JKT as executor of orders, special written agreements shall be agreed upon (contract for services; contract on development).
2. Unless otherwise specified, JKT shall be responsible for construction of parts of tools and their detailed processing, preparation of technical documents and prototypes / test samples. Necessary test shall be taken and assessed together with clients. The client shall participate in the development of tools within their capabilities.
3. JKT shall be obligated to review wrong drafts and construction data via client (their construction department). Quality control department shall be obligated to state data referring to characteristics and requirements regarding quality in writing prior to the production of the first set of tools. When the

- first sample is taken, it is necessary to provide information on guarantee of quality of the client.
4. If there are changes in development or production of tools, prototypes and samples which would change the price of offer of JKT or certain term, JKT has a right to compensate this change and calculate additional costs/greater price with the client's consent or if the client does not lodge an appeal within five working days.
 5. JKT shall include complete construction in their offer as well as guarantee that individual construction groups will be functional. The client will be responsible for changes in the scope and delivery and agreement that may occur later, and which are not caused by lack of functionality. Within the context of those changes, additional costs or greater prices of parts shall be taken from the purchaser.
 6. Section III, Articles 7. and 8. apply for calculation and issuance of invoices.
 7. Tools are owned exclusively by client. Handing of tools to client shall be compensated by client making the tools available to JKT for the purpose of creating parts. From the moment the model was made, after 8 weeks passé JKT shall be authorised to calculate fees for storing and/or disposal.
 8. Executor of order shall be obligated to hand over the tool anytime the client requests it. Executor or order has no right to keep the tool, challenge or object referring to handing over the tool. If the client still has not paid the order tool in full or if there is bankruptcy proceedings referring to the said tool, the executor of order has a full right to keep it and thus extended right to keep the ownership too.
 9. Executor of order shall be obligated to maintain the tool and take care of it and to use it exclusively for production of parts necessary for the client.
 10. All provisions from this contract refer to development of tools and prototypes.

V Delivery

1. Delivery or sending of goods shall be done from the factory in general, at the expense and responsibility of client. The client may decide who freight forwarder will be. Deadline of the delivery to the client shall represent framework guideline and will start on the day when the order is confirmed by JKT and when all payments conducted by the client and/or enclosed documents are received. Fixed jobs are not done.
2. When it comes to the delivery by the deliverer, certain date of delivery is agreed upon. Undelivered deliveries or deliveries delivered after the deadline

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- for delivery give JKT the right to calculate accompanying expense payable on the day of invoicing to the client immediately and in full.
3. In case of individual deliveries, each delivery shall represent independent service. Partial deliveries or predeliveries are allowed within acceptable scope pursuant to agreement referring to calculation of logistic and transport costs. JKT is always authorised to change the scope and/or structure i.e. characteristics of delivered goods in agreement with deliverer. The deliverer will inform JKT on possible consequences related to the quality, deadline of delivery and compensations and it is agreed that fee in case of decrease/increase of scope of delivered goods decreases or increases proportionately and pursuant to original agreement.
 4. JKT has a right to delay i.e. end sending and/or delivery of goods. In that case deliverer will neatly pack, preserve, protect and secure goods at their own expense and responsibility.
 5. Delivery time will be postponed in case of struggle for workers' rights, especially in case of strike and blocking, as well as in case of unforeseen events and obstacles based on force majeure, which are beyond the will and influence of JKT, if these obstacles are proven to have a significant impact on enforcement of service or delivery of goods. This also applies when circumstances arise with JKT's subcontractors and suppliers. JKT will immediately notify the client of such circumstances. After the expiration of the period of 8 weeks, the client may set a subsequent deadline of 4 weeks in writing to the seller with the notification that after its expiration he will terminate the contract. If the obstacles persist until the expiration of the subsequent period, then the client may terminate the contract with the exclusion of the right to compensation.
 6. COVID-19 pandemic: Based on the COVID-19 crisis, possible exacerbations of the same or a future similar pandemic, delivery may be delayed on the part of JKT related to purchase, and production possibilities may be. Based on that, all the stated deadlines and delivery deadlines by JKT are non-binding. The legal obligation of the company JKT cannot be derived from their statement, especially not the obligation for compensation of damage due to non-execution or delay. Based on the spread of the COVID-19 and the regulatory acts that have been concluded (laws, regulations, orders, etc.) there is a risk that JKT will have to buy primary material or primary services at a higher price or that production will increase due to conditional restrictions due to the COVID-19 pandemic. JKT's clients or customers will be informed of the additional costs resulting from the above in relation to the changed

business basis and that will be forwarded to them. Furthermore, COVID-19 may conditionally disable the acceptance and payment of ordered / requested goods and services at the agreed time by JKT. Since the originally agreed or usually assumed circumstances do not include COVID-19, that is, they did not include it, that means the abolition of the business basis. In this case, JKT reserves the right to terminate the contract as well as to adjust the contract (new delivery date upon termination of COVID-19 measures, determination of new payment deadlines).

7. If term of sending of goods prolongs without blame of JKT, JKT may store goods at the expense of client and the delivery is considered to be delivered. Agreed conditions of payment pursuant to paragraph III shall not be changed.
8. If the client is late with the takeover or if he violates other obligations of cooperation, in the event of a pandemic under Art. 6., the JKT is then authorized to claim damages including possible additional costs.
9. After exceeding the delivery deadline within 7 days, the client may request in writing from the executor of the order that the delivery be made within four weeks. For goods ready for shipment, a period of five working days applies instead of four weeks. After the unsuccessful expiration of the subsequent deadline, the seller will be liable according to Art. 10. and 11.. Art.9 does not apply in the event of a pandemic.
10. If postponement is based on intentional or harsh reckless breach of contract or breach of contractual obligations as well as damage causing harm of life, body or health, pursuant to legal provisions vendor shall be responsible. In case of unintentional breach of essential contractual obligation, responsibility shall be limited to predictable, typical damages if they do not refer to harm to life, body or health. As long as delay of delivery is based only on less important contractual obligation, client shall have a right to request delay and lump sum compensation of 1% for each week of delay and it shall not exceed 10% of the value of delivery. Vendor shall not be responsible for the delay pursuant to point 10..
11. For all stages of delivery, provisions of business activities between JKT and possible deliverers / sub-deliverers shall apply.

VI Risk transfer

1. If not otherwise stated in the employment contract, the delivery is agreed as *FCA Incoterms 2010*,

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auxiliary clause is clause referring to delivery "ex works". Risk transfer to client shall occur in case of preparation for sending or delivery to the loading. Risk shall be transferred to purchaser in case of delivery exempt from payment of expenses referring to equipment, if the delivery is delivered or taken for the purpose of sending.

2. The delivery shall occur without insurance and at the responsibility of client. Upon the request of client, the delivery may be insured against theft, burglary, transport, damage caused by fire and water and other risks.

VII Packaging and transport

1. Provider/subprovider shall pack the goods neatly, transfer it secured so it is delivered in a good condition, in agreed units, numbers, quantities and dimensions and making sure it will be loaded and unloaded safely.
2. Deliverer shall be responsible for adhering to national, international and supranational regulations referring to packing and transport.
3. If JKT did not provide prior consent, additional payment for packing shall not be allowed.
4. If deliverer does not adhere to obligations referred to in this Article referring to packing, JKT has a right not to accept the order. Possible certificates referring to reception signed by JKT or on their behalf certifying that the goods will be accepted do not change said obligations referring to deliverers.
5. JKT may request deliverer to return materials used for packing at the expense of deliver anytime. If that is the case, deliverer shall be responsible for the processing and destroying material used for packing at their own expense and responsibility.
6. Borrowed packing shall be returned at the responsibility and expense of deliverer.

VIII Right to retention of title and lien

1. Deliveries shall be conducted with the right to retention of title including prolonged right of retention if this right exists pursuant to law of said state.
2. The same refers to deliveries conducted outside of the area of these sales conditions if it is legally possible to retain title i.e. prolonged right of retention in the country where the goods is in the moment of providing evidence of rights. Otherwise the requester shall be obligated to provide deliverer all rights referring to guarantee of request required by the deliverer's country.

IX Guarantee / Producer's Warranty

1. Requester is responsible for the construction and technical validity of parts if they received advise services during the development unless if the deliverer gives appropriate consent
2. Claims may be submitted via writing immediately, at latest 5 days after the delivery was received. If there were hidden shortcomings, this deadline shall be prolonged to 10 working days after the end of production and 6 months after the goods were received at latest.
3. If there are justified complaints, the deliverer shall be obligated to improve the product upon the request of client or to replace it. If those obligations are not fulfilled within appropriate deadline, the customer shall be authorised to ask for the discount or to withdraw from the agreement. Other requests are not allowed. Replaced broken pieces shall be returned upon the request of deliverer and at their expense.
4. Obligations towards national law on responsibility shall remain intact.
5. Voluntary additional costs or inexpert procedures bear the consequence of loss of request for compensation of loss. In order to prevent greater damages, the requester shall be authorised to improve the product and request compensation after they previously inform the deliverer.

X Right to property

1. Requester guarantees to the deliverer that deliveries and services referred to in the contract are exempt from the third person's right, deliverer is free from all additional requests and is responsible for all possible damages that may occur.
2. Construction elements, models etc. of the deliverer shall remain their property and may be used or transferred to others only with their consent. If because of requester's fault the contract on delivery could not be performed, the deliverer shall be entitled to appropriate for provided services.

XI Jurisdiction agreement

The Vienna Commercial Court will agree on disputes of any kind from this contract or the business relationship agreed. Austrian law applies.

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XII Salvatorian clause

If individual provisions of this contract or more of them are not valid or are not able to be implemented or if they lose their importance and possibility to be implemented, the contract shall remain valid regarding other provisions. Invalid or unenforceable provisions shall be replaced with valid ones that shall fulfil the primary goal of provisions. The same applies to unintended omissions.

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