

Special purchase conditions for injection moulding tools

of Coko-Werk GmbH & Co. KG

Porschestraße 1-11

32107 Bad Salzuflen

Commercial Register: HRA 265 (District Court of Lemgo)

§ 1 Scope

- (1) These Special Conditions of Purchase (SCP) apply as effective at the time of the conclusion of the contract for all deliveries, services and offers of our suppliers for injection moulding tools. They are part of all contracts that we conclude with our suppliers regarding the deliveries of injection moulding tools. They also apply to all future supplies, services or offers to us, even if they are not the subject of a further separate agreement.
- (2) Unless otherwise agreed, the General Conditions of Purchase (GCP) also apply in the version valid at the time of the conclusion of the contract. In the case of any contradictions, these SCP shall take precedence. If the present SCP contain regulations which are also included in the GCP on its merits, in case of doubt the regulation from the GCP should not be waived in full, but only to the extent that the SCP contradict the GCP.
- (3) Individual agreements reached in individual cases shall always take precedence.

§ 2 Orders

- (1) Orders by us for injection moulding tools are made on the basis of the Coko standard, Coko performance specification, technical specification document, construction guidelines and specifications (all available at <https://portal.coko-werk.de>) in the version valid at the time of the order using the order form and any attachments to the order form (e.g. 3D data and drawings). In addition, the technical designs offered by the supplier shall apply insofar as they do not contradict our requirements. The data provided by us to place the order refer exclusively to properties and specifications of injection moulded parts which the injection moulding tool must be capable of manufacturing without errors (contractual performance for which the supplier is responsible). Insofar as we communicate certain features and/or specifications with regard to the injection moulding tool to be manufactured, these are only non-binding suggestions based on our experience. There are no legal effects associated with them in any case. The supplier shall be solely responsible for how the contractual performance is brought about.
- (2) On the basis of the order, the supplier first creates and supplies us with a tool layout. We check the layout only to ensure it is compatible with our injection moulding machines and, if so, confirm this with the supplier. It is therefore not accompanied by a statement on the suitability of the planned tool for the manufacture of injection moulded parts.
- (3) After confirmation in accordance with paragraph 2, the supplier creates a final tool design and send us this for our opinion. Following our opinion, the supplier begins the production of the injection moulding tool. The supplier may not derive any rights from the opinion given by us in this respect. It is solely our decision whether we make remarks on the final tool design.
 - a. If our opinion is that we have no comments on the final tool design, this shall in particular not constitute an endorsement of the final tool design as being as contractually agreed, and in particular not a waiver of defect rights.
 - b. If we make comments as part of the opinion on the final tool design (e.g. with regard to points/areas which are critical from our point of view), these are only non-binding

suggestions based on our experience. There are no legal effects associated with them in any case.

- c. In any case, it is the sole decision of the supplier whether and how it takes into account our comments and it is solely responsible for planning, conceiving, developing and manufacturing the injection moulding tool so that the product to be manufactured with it can be manufactured without error.

§ 3 Prices, payment terms

- (1) The agreed price shall be the total price and includes all ancillary costs for delivery, assembly, commissioning, instruction/training and acceptance at the installation site, drafting of the necessary documentation and the costs for three samplings with 50 sets of true to gauge pre-series parts (incl. transport and customs according to Incoterms 2010: DDP).
- (2) The total price is payable as follows: 30% after order confirmation, 60% after delivery, 10% after article approval by our customers.

§ 4 Delivery, delivery time, deadline monitoring

- (1) That packaging instructions enclosed with the sample sheet must be observed. The sample parts must be delivered with full documentation (setting parameters, measurement protocols, etc.).
- (2) The Incoterms 2010: DDP shall apply to tool deliveries and sample deliveries.
- (3) In the event of non-compliance with agreed delivery times, we are entitled to claim a contractual penalty after request in writing which amounts to 0.5% per week or part thereof, up to a maximum of 5% of the respective order value. The contractual penalty shall be set off against the damages for delay to be paid by the supplier.
- (4) From the time of the order onwards, the supplier shall notify us each fortnight without our request of the state of affairs in the form of a schedule referred to in Annex A.
- (5) Submission dates are agreed via the relevant order form.

§ 5 Ownership

The supplier shall transfer ownership of the injection moulding tool to us continuously in the ratio of the payments we have made towards the agreed total price. If third parties access the tool (e.g. in the course of seizures, etc.), the supplier must point out our (partial) ownership and inform us thereof immediately.

§ 6 Tool manufacture

- (1) The tool set must be designed in such a way that it conforms to the requirements and the current state of the art with regard to quality and quantity.
- (2) The tools are designed and manufactured according to:
 - a. the part drawing,
 - b. the CAD geometry data,
 - c. the work schedule,
 - d. the building regulation in the currently valid version sent to the contractor,

- e. the documents listed in § 2 paragraph 1 of these SCP.

§ 7 Labelling, documentation

- (1) The supplier receives a template from us for the required labels, which must be affixed to the tools so that they are clearly visible.
- (2) All weights - upper/lower part - and the total weight - must be affixed so that they are clearly visible.
- (3) Type samples and pre-series parts must be identified upon delivery by the supplier with stickers (part no., index and date of production, with measurement report).
- (4) After receiving an order, the supplier must immediately provide us with all information available and requested by us
- (5) The contractor must deliver the following at the same time as the tool delivery without our request:
 - a. the tool design in 2D-PDF format and in 3D stp format,
 - b. Hydraulic, electrical, refrigeration and hot channel plans,
 - c. Maintenance and repair plan,
 - d. Tool master card,
 - e. Tool flow chart,
 - f. Process approval document (incl. all setting parameters).
- (6) The documentation must be presented in duplicate in English (1 x printed in folder, 1 x CD).
- (7) In the event of tool changes, the client must be provided with corrected tool drawings with the effective change status.
- (8) The injection moulded parts (month/year) must be encoded in the tools in accordance with the requirements of the building regulation.

§ 8 Occupational health & safety, and environmental protection

- (1) The tools must be designed so that they comply with laws, policies, and legislation applicable in the territory of the Federal Republic of Germany; in particular, with regard to occupational and environmental protection, the contractor must comply with the following laws and regulations, among others:
 - a. German Equipment Safety Act and the applicable ordinances - in particular the CE marking, declaration of conformity and operating instructions required in ordinances,
 - b. accident prevention regulations, health and safety regulations and the generally recognised rules relating to technical safety requirements and occupational health,
 - c. German Chemicals Act the appliance ordinances - in particular the German Hazardous Substances Ordinance,
 - d. Federal Emissions Protection Act and the applicable ordinances;
 - e. laws and valid ordinances relating to water protection, waste management and hazardous materials.
- (2) Insofar as other legal regulations - in particular occupational health and safety regulations - contain other requirements, these regulations shall remain unaffected.

§ 9 Preliminary inspection, final inspection

- (1) The preliminary inspection of the tool including any remedying of defects is carried out at the supplier's premises on the machine intended for this purpose, together with our customer. A tool acceptance protocol must be created which is to be signed by the supplier and our customer. The tool parts must be fully labelled (tool no., item no., material description and hardness (HRC)).
- (2) The final inspection is carried out on the specified machine at our site in shift operation and under series production conditions. For the running-in of the tools and the final inspection, only a limited machine capacity can be made available. It is eight hours per tool.
- (3) The acceptance requirements of the tools include the specified cycle time and the production of the above parts without tool malfunction. An acceptance protocol must be drawn up and signed by both parties.

§10 Warranty

- (1) The warranty period for the tool is the cycles stipulated in the order, starting with the defect-free inspection in accordance with § 9 of these SCP.
- (2) In urgent cases, we are entitled to remedy the defects ourselves in consultation with the supplier or have them remedied by a third party. The costs arising in each case shall be borne by the supplier.

§ 11 Final provisions

- (1) The place of fulfilment for all obligations arising from the contractual relationship shall be, unless determined otherwise, Bad Salzufflen.
- (2) The place of jurisdiction for all disputes arising from or in connection with the business relationship shall be Bad Salzufflen.
- (3) German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods and international civil law.

If any provision of this contract is or becomes wholly or partially invalid, this will not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced with retroactive force by the valid and enforceable regulation agreed which legally and economically comes closest to what the parties wanted or would have wanted according to the meaning and purpose of this contract had they considered that point when concluding the contract. The same applies if the contract has a loophole. Should the invalidity of a provision be related to a criterion of service or time (deadline or date) determined therein, the legally permitted criterion which comes closest to the original one shall be deemed to have been agreed. § 139 BGB is hereby waived as a whole in accordance with the unanimous will of the parties.