

General Terms and Conditions of Business

of the company HyServe GmbH & Co. KG

§ 1 Scope of General Terms and Conditions of Business

All HyServe's deliveries, services and offers apply exclusively on the basis of these terms and conditions of business. These also apply to all future business transactions even if they are not once again expressly agreed upon. The Customer acknowledges HYSERVE'S General terms and Conditions of Business upon entering into the contract, at the latest upon accepting the goods or service. Counter confirmation by the Customer, with reference to its conditions of business, purchase or sales, is hereby rejected. General terms and conditions of business to the contrary, even if note is taken of such conditions and/or lacking rejection by HyServe, shall not become an integral part of the contract unless the validity of such terms and conditions is expressly approved in advance in writing for each individual contract.

The following applies in particular:

The procurement of goods is linked to certain prerequisites, which we need to check prior to the first delivery. We only deliver to contractors within the meaning of Section 14 BGB¹. We deliver our products exclusively for your commercial or self-employed professional activity.

The prices and shipping costs stated on our website are therefore initially intended merely for your information, and under no circumstances constitute a binding offer.

Our offers are intended for commercial customers only. All stated prices are therefore to be construed plus the statutory value added tax – except when we deliver abroad with a VAT number or to non-EU countries.

We communicate solely in German or English.

¹ German Civil Code

§ 2 Offer and entering into a contract

HyServe's offers shall be made exclusively in writing and are subject to change without notice. By way of placing an order, the Customer states with binding force that it intends to acquire the ordered goods. HyServe may accept the order by either issuing a confirmation of order or in the event of immediate execution of order by delivering the goods to the Customer.

Subsequent amendments to the order data – caused by the Customer – entitle HyServe to make corresponding amendments to the contractual conditions affected as a result. All amendments are subject to the written form.

If HyServe subsequently becomes aware of circumstances that jeopardise its claims or if the Customer defaults in respect of its obligations due to HyServe, HyServe may render the further processing of the order and the delivery conditional on advance payment or the provision of a reasonable security.

§ 3 Minimum order value

The minimum order value for each order is € 25.00 (net).

§ 4 Prices, shipping costs and bearing of risk

All prices are to be construed in euros plus the respective valid statutory value added tax.

Goods shall be shipped at the Customer's risk and, in the absence of agreements to the contrary, on the Customer's account. Transport packaging, applicable customs duties and other levies shall be charged separately.

§ 5 Delivery time and default in acceptance

Delivery periods and dates, which may or may not be agreed upon with binding force, are subject to the written form.

A delivery period that may be agreed upon shall commence upon the dispatch of the confirmation of order, but not, however, before the Customer has provided the documents, licenses and/or releases that are

to be obtained or prior to receipt of an advance payment that may be agreed upon.

The delivery period shall be extended in the case of measures as part of industrial disputes, in particular strikes and lock-outs and the occurrence of unforeseeable hindrances that are above and beyond HyServe's intentions, e.g. operational disruptions, delays in the delivery of key materials insofar as such hindrances are proven to exert a considerable influence on the delivery of the delivery item. This also applies if the circumstances affect subcontractors. The delivery period shall be extended in accordance with the duration of such measures and hindrances. The above-mentioned circumstances shall not be deemed HyServe's responsibility if they occur during an existing default. HyServe shall inform the Customer as soon as possible of the start and end of such hindrances.

If following confirmation of order the Customer requests alterations that exert an influence upon the production period, in the case of a delivery specified with binding force a new delivery period shall commence upon confirmation of the alteration.

If the Customer defaults in acceptance or violates other collaboration duties, if for example it does not accept the delivered goods following notice of the readiness to deliver as per agreement or if it does not issue the required shipping instructions, HyServe shall be entitled to request compensation of additional expenses, e.g. for storage costs in accordance with local customs. HyServe reserves the right to lodge further-reaching claims.

In the absence of agreements to the contrary, the Customer is to accept call-up orders within 6 months from the date of confirmation of order.

§ 6 Partial deliveries and call-up orders

Partial deliveries are permitted within the delivery periods stated or agreed upon by HyServe insofar as this does not cause disadvantages in respect of using the goods.

If partial deliveries are expressly agreed upon, for example by way of delivery plans, the Customer undertakes to accept and pay for the respective partial delivery without restrictions. In the case of call-up

orders without fixed call-up dates, the entire call-up quantity must be accepted by the Customer within 6 months from the date of the confirmation of order. If no call-ups are made in respect of such orders within the first three months from the date of confirmation of order, HyServe shall be entitled to deliver and charge partial quantities at four-week intervals such that the last partial delivery is carried out at the end of the six-month period.

§ 7 HyServe's company logo

HyServe is entitled to state its company logo, company identification or other forms of identification and / or labels on the delivery items.

§ 8 Warranty

HyServe is to be informed in writing of obvious defects at the latest one week following receipt of the goods. HyServe is to be informed in writing of defects, which cannot be identified irrespective of careful checking within this period, without delay once they are identified. Otherwise lodging warranty claims shall be excluded. The period shall be deemed honoured by sending notification of claims in good time. The onus of proof lies with the Customer in full for claim requirements, in particular for the fault itself, for the time at which the fault is identified and for providing notification of the defect in good time.

In the event of a warranty claim HyServe shall, at its own discretion, provide subsequent performance, subsequent improvement or replacement. If the subsequent performance fails, the Customer may, at its own discretion, request a reduction in the remuneration (diminution) or rescission of the contract (withdrawal). In the event of merely minor breaches of contract, in particular in the case of minor defects, the Customer shall not be entitled to exercise a right of withdrawal.

Further-reaching claims by the Customer, in particular claims for damages, are excluded insofar as HyServe or its vicarious agents did not cause the damage intentionally or as a result of gross negligence.

The warranty period of the supplied products is restricted at most to the period / shelf life of the goods stated on the goods or the packaging label.

This does not apply if the Customer does not inform HyServe in good time of the defect within the meaning of the above provision.

§ 9 Reservation of title

HyServe reserves the right to ownership of the delivery items up until settlement in full of all claims resulting from an ongoing business association.

In the event of conduct in breach of contract by the Customer in respect of the conditions of payment, in particular default in payment, HyServe shall be entitled to take back the delivered goods following a warning and the customer undertakes to surrender the goods.

The Customer is entitled to re-sell the goods during the course of ordinary business activity.

§ 10 Conditions of payment

The purchase price and remuneration for subsidiary services shall fall due for payment in the case of hand-over of the delivery items within 30 days from the date of invoice insofar as no other conditions of payment have been agreed upon in writing.

Payment shall only be deemed effected once HyServe can dispose of the amount. In the event of cheques, payment shall be deemed effected once the cheques have been cashed in. Bills of exchange shall not be accepted.

If HyServe becomes aware of circumstances that call into question the Customer's creditworthiness, for example if a cheque is not cashed in, the Customer shall be deemed to have defaulted in respect of its payment obligations to HyServe or if the Customer discontinues its payments HyServe shall be entitled to call the entire residual debt due for payment even if HyServe has accepted cheques.

§ 11 Place of jurisdiction and applicable law

In respect of all disputes resulting from the contractual relationship, an action is to be brought at the court with jurisdiction for HyServe's registered office. HyServe is also entitled to bring an action at the court

with jurisdiction for the Customer's head office.

Solely German law applies. The provisions of the UN Convention on Contracts for the International Sales of Goods do not apply.

§ 12 Business languages

HyServe's business languages are solely German and/or English.

§ 13 Other agreements

The assignment of the Customer's rights and obligations resulting from the contract entered into with HyServe are subject to written approval by HyServe in order to be deemed valid.

In the event that individual provisions of the contract entered into with the Customer or these General Terms and Conditions of Business are or become wholly or partially invalid, this shall not affect the validity of the other provisions. A wholly or partially invalid regulation shall be replaced by a regulation whose economic success comes closest to that of the invalid regulation.

Exemption from liability

Content

The content of this website has been carefully processed and reviewed. However, HyServe does not guarantee in any way whatsoever that the provided information is up-to-date, accurate or complete or adheres to a certain quality.

As a general rule warranty claims lodged against HyServe Verpackungslösungen GmbH based on damage of a material or notional type caused by the use or non-use of the provided information or by lacking and incomplete information are excluded insofar as no proof is furnished that HyServe is culpable as a result of intent or gross negligence.

HyServe expressly reserves the right to amend, supplement or delete parts of the website or the entire offer without prior announcement, or to discontinue the publication.

Links

Insofar as HyServe directly or indirectly refers to external websites ("Links"), HyServe shall only be liable if it had precise knowledge of the content and it could be reasonably expected to take technical measures to prevent use in the event of unlawful content.

HyServe hereby expressly states that at the time the links were set up the linked websites did not contain any unlawful content. HyServe does not exert any influence on the current and future composition of the linked websites. HyServe therefore hereby expressly distances itself from all content alterations made after the links to the linked websites are set up. This also applies to external entries in guest books, discussion forums and mailing lists set up by HyServe.

HyServe is not responsible for the content, availability, accuracy and precision of linked websites, their offers, links or advertisements. HyServe is not responsible for unlawful, faulty or incomplete content, in particular damage caused as a result of using or not using the information made available on the linked websites.

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Legal validity

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