

TECHNICAL COMMENT & TERMS AND CONDITIONS

If the injection moulding material exudes aggressive substances, moulded parts or mould sections may be damaged. We therefore ask you to clarify this issue with your supplier. In case of non-observance of this risk and resulting damage, we cannot accept any liability for understandable reasons.

We would like to draw your attention to the fact that with an open hot runner system, there is a possibility of minor thread formation as well as raised gating. In order to be able to completely exclude any kind of thread formation or raised gating, we recommend the use of a valve gate system."

We would like to point out that the mold project is manufactured based on the project item / article data (item drawing & tolerances). This data serves as the basis for the project.

We would like to point out that the preparation of article drawings or component development are not included in the quotation price. If desired, we can send you a separate quotation for this.

If not shown separately in the offer, we would like to point out that the creation of item drawings or component development are not included in the offer. If desired, we can send you a separate offer for this.

IMPORTANT: If additional spare parts are required in the case of an order, these must be ordered at the latest 14 days after receipt of the order for the MOULD. Otherwise, additional costs will be incurred as the components cannot be manufactured in series.

Necessary connecting elements from mould to machine, such as water, air, hydraulic and electrical connections, as well as control equipment, are not included in the mould price.

We would like to point out that different material- and/or color combinations have an impact on the dimensional accuracy and the functional properties of the item/part. We therefore point out to the client that the mould manufacturing process takes place on a precisely defined material basis. This basis consists of a type of clearly defined plastic material, which is specified in writing by the client and contractor within the MOULD project. If a test with alternative material is desired, this will be charged at cost.

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OBLIGATION OF THE CLIENT

The client is responsible for the following cooperation obligations for the execution of the offered scope:

The client shall provide, at agreed-upon times as per the project plan, binding, error-free, and constructed 3D data of the article(s) in a tolerance range as specified.

The client shall provide, at agreed-upon times as per the project plan, binding data of the intended injection molding machine and its peripherals.

If available the client shall provide underlying shrinkage values for the execution of the mold.

If required for the project, the client shall provide the demanded steel quality.

At the time of order placement, the client shall provide all necessary factory standards in their current version.

The client shall provide necessary hardware at agreed-upon times as per the project plan. Delivery is free of charge to the Finntrop location.

The client shall organize and be responsible for the acceptance of the tool on the production machine at the client's production site (SAT).

The client shall release the continuation of work on the order according to the project plan.

Material release (e.g., hot runner order)
Design approval within 1 week after submission

The following information shall be provided in writing immediately upon order placement/purchase:

- Binding article drawing on paper and storage device 2D/3D (order basis)
- Official manufacturer datasheet of the injection molding machine including machine ejectors/connection
- Original material manufacturer datasheet (binding for tool construction)
- Customer tool specification sheet (if available)
- Sample parts of the article (if available)
- Recycling symbol with material number
- Desired nest numbering including position on the article
- Design proposals & comparisons
- Binding drawing of bottle neck/container including tolerances (if possible 3D data)
- Type of article seal
- Film/template for logo/engraving/company emblem as well as position on the article
- Article/component requirements profile as well as exact testing method specifications for the article
- If available: Binding article sample for CT measurement and analysis/counter-check
- Existing steel dimensions for analytical comparison (if agreed upon and available)
- Exact type designation of desired cooling connections

The following information shall be provided within 14 days after order placement/purchase:

- Completed ER datasheet regarding the mains voltage
- Nozzle type of the sprue bush (radius nozzle / plunge nozzle, etc.)
- Plug pin assignment plan for the tool control unit
- If agreed upon: Customer material approval of the steel material

The following provisions shall be provided up to 3 weeks before functional sampling (TO):

Plastic granules for initial sampling (sufficient for min 2,500 shots)

Should the project include a pilot version, please send the material according to the sampling date.

For testing purposes: Bottles/functional parts (quantity corresponding to the number of cavities, but at least half)

Color batch etc. for initial sampling in sufficient quantity. (Please specify our SW no. upon delivery).

Please note that due to missing documents from your side, the injection mold may be delivered at a later date. The resulting consequential damages shall be borne by the causer.

The client is responsible for the inspection reports in their own facility. Impacts on time and costs resulting from delays caused by the client's failure to cooperate shall be borne by the client.

Any disruptions or interruptions due to project stops, changes, or cooperation delays may affect the completion date.

In the event of disruptions to the production process caused by the client, we will promptly notify of any resulting delays and agree on new deadlines.

In the case of longer delays caused by the client, we reserve the right to charge interest on the production costs activated at that time. The interest rate for this is 9.00% above the base rate.

Furthermore, we reserve the right to invoice the scopes performed up to the project stoppage.

The client is obligated to promptly, but no later than 14 days after notification of completion by us, pick up the goods. If the goods are not picked up by the creditor on time, the creditor shall be in default. In the event of the creditor's default, we are entitled to store the goods at the expense of the client either with us or with a third party. In the event of the client's default, we are entitled to demand a contractual penalty from the client from the time of the creditor's default in the amount of 0.3% of the total gross order value of the delivery per commenced working day. However, for the entire default period, the contractual penalty may not exceed 5% of the total gross order value of the delivery.

The assertion of further damages remains expressly reserved. We are not responsible for negligent breaches of duty during the creditor's default.

ARTICLE DEVELOPMENTS & APPROVALS

We offer our customers an article development service that requires approval from both parties. As a mold maker, we create articles based on the customer's request, but we are not responsible for factors such as different material types, machine types, climatic conditions, water temperatures, etc. at the customer's or production site.

The article development takes place as a collaborative service where both parties contribute their expertise. Subsequent pilot and main mold projects may involve unforeseen optimization loops due to their innovative nature. Both parties agree that any additional costs will not be borne by the form builder.

We aim to work together in a cooperative manner to find an optimal solution that meets the needs and requirements of both parties.

PILOT PROJECTS (ER BASE MOLDS & PILOT MOLDS)

Optimization loops refer to the process where, after the initial sampling of a pilot project, adjustments and improvements may still be necessary to achieve the desired end result. These iterations allow us to address any challenges or specific requirements and to realize your goals to the best possible extent. Optimizations entail pre-agreed steel-safe adjustment dimensions. Should the article drawing need to be changed, it constitutes article alterations. Article alteration costs will be borne by the client.

Our commitment to successful implementation:

As an experienced mold-making team, we are dedicated to ensuring the success of your pilot projects with the utmost commitment. We understand that adjustments and refinements may be necessary during the course of such endeavors to achieve the optimal result.

Our promise:

As part of our comprehensive service, we undertake up to three optimization loops to contribute to the feasibility of your desired article design. This means that even after the initial implementation of the pilot project, we will continue to work closely with you and make any necessary improvements to meet or even exceed your expectations.

We note that pilot and serial projects are interdependent.

OPERATING INSTRUCTIONS, MAINTENANCE & CARE

Insofar as we enclose operating instructions/specifications with the delivered products (e.g. tools or injection molds) (e.g. on the permissible commissioning location or hall climate, the cooling water to be used or the peripheral devices to be used), these must be observed by the buyer when operating the products and to comply with. This also applies in particular to the information in the respective individual order confirmation. The operating instructions (e.g. maintenance manuals) are part of this contract.

The buyer undertakes to regularly maintain and care for the delivered products as long as this is intended for operational use.

If the buyer does not fulfill the obligations according to the above points, any guarantee we may have given on these products and all statutory warranty rights of the buyer shall lapse. The same applies if the buyer cannot prove the proper maintenance of the products by submitting a properly kept maintenance manual/log.

After delivery of a product including the maintenance manual, the buyer must immediately confirm receipt of the maintenance manual to us in text form. If the buyer violates this obligation, he is precluded from exercising any defect rights in accordance with § 377 HGB.

THE CLIENTS OBLIGATIONS TO EXAMINE AND GIVE NOTICE OF DEFECTS

Notification of defects shall be given immediately after the defects have been detected.

In the event that the sampling is to be carried out at the Client's premises, the Client shall ensure that the sampling is carried out promptly at its facilities after the MOULDS have been made available.

The client shall provide a qualified measurement report promptly after the respective SAT sampling.

In any case, there is a basic obligation for the required employees of the client to be present at the sampling.

As a result of failure to cooperate for no reason, the contractor's claim to remuneration shall also arise without acceptance.

According to § 640 I p. 2 BGB, acceptance may only be refused in the case of major defects (hereafter corresponding to defect classes I and II). It can also be fictitious according to § 640 I p. 3 BGB, for example if the acceptance owed does not take place within a set period of 3 months after the MOULD completion date.

TERMS OF BUSINESS

Our offerings, as well as disclosures relating to deliveries, are non-binding and we do not assume any liability. The limitation of liability does not apply to injury to life, body or health that is based on a negligent breach of duty by us or an intentional or grossly negligent breach of duty of one of our legal representatives or vicarious agents; also not for an intentional or grossly negligent breach of duty by us or based on an intentional or grossly negligent breach of duty by one of our legal representatives or vicarious agents, also in cases of mandatory liability according to public liability law. Verbal agreements, promises, assurances and guarantees of our

employees in relation to the conclusion of the contract shall only be binding through our written confirmation.

The contractual relationship between the Client and Erwes Reifenberg GmbH & Co. KG (Contractor) corresponds to a contract for work and services according to § 650 BGB.

The contractual relationship between the Client and the Contractor that comes into existence in the event of an order corresponds to a purchase contract in accordance with § 433 BGB (§ 650 BGB).

The contractual relationship between the Client and the Contractor arising in the event of an assignment corresponds to a contract for work and services pursuant to section 631 of the German Civil Code (BGB).

The contractual relationship between the Client and the Contractor arising in the event of an assignment corresponds to a service contract pursuant to § 611 BGB.

No fixed deal is agreed. The specification of dates and durations is based on the current availability of resources.

In the case of contracts for work and services and contracts for work and materials, the "Client" within the meaning of these Terms and Conditions shall also be the "Customer".

In the event of an order, this quotation constitutes the basis for the conclusion of a contract. It is an indispensable part of our declaration of intent.

The Client's terms and conditions of business, insofar as they deviate from this, shall not apply. This shall also remain effective if we do not separately object to their validity. Accordingly, deviating or contradictory terms and conditions shall only apply if they have been accepted by us in writing.

The place of performance for the commissioned services is Finnentrop, NRW.
Es gilt deutsches Recht, die Währung ist "EUR".

German law applies and the currency is "EUR".

INTELLECTUAL PROPERTY RIGHTS

The mold and components supplied (reserved goods) shall remain the property of the Contractor until all claims arising from this contract have been paid in full.

The Contractor has a lien on the Client's workpieces for all present and future claims as soon as they are handed over for processing. The legal consequences from the law §§ 1204 ff BGB and the Insolvency Code shall apply accordingly.

The Client undertakes, as long as ownership has not yet passed to him, to treat the goods subject to retention of title with care and to insure them adequately at replacement value against fire, water and theft at his own expense.

The Contractor is not entitled to pledge the reserved goods to third parties or to assign them by way of security without the written consent of the Client.

"The Contractor is entitled to use the reserved goods and to resell them in the ordinary course of business as long as he is not in default with his payment obligations. The Contractor shall assign to the Client by way of security the claims against its business partners arising from the sale. The Client accepts this assignment. The Client revocably authorises the Contractor to collect the claims assigned to the Client for the Client's account in its own name. The right of the Client to collect the claims himself shall not be affected thereby. However, the Client shall not collect the claims himself and shall not revoke the collection authorisation as long as the Contractor duly fulfils his payment obligations.

If the Contractor behaves in breach of contract towards the Client, in particular if he defaults on his payment obligations, the Client can demand that the Contractor discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over all documents to the Client and provides all information that the Client requires to assert the claims."

The processing or transformation of the reserved goods by the Contractor shall always be carried out in the name of and on behalf of the Client. If the reserved goods are processed with other items that are not the property of the Client, the Client shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing. If the reserved goods are inseparably combined or mixed with other items not belonging to the Client, the Client shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other combined or mixed items at the time of combination or mixing. If the combination or mixing is carried out in such a way that the Contractor's item is to be regarded as the main item, it shall be deemed agreed that the Contractor transfers co-ownership to the Client on a pro rata basis. The Client accepts this transfer. The Contractor shall hold the sole ownership or co-ownership of the item thus created in safe custody for the Client.

If the goods subject to retention of title are seized or if they are subject to other interventions by third parties, the Contractor is obliged, as long as the ownership has not yet passed to him, to inform the third party of the Client's ownership rights and to notify the Client immediately in writing so that the Client can enforce his ownership rights. The Contractor shall be liable for any judicial or extrajudicial costs incurred in this connection vis-à-vis the Client, unless the third party is able to reimburse these costs to the Client.

The Client undertakes, at the request of the Contractor, to release the securities to which he is entitled to the extent that the realisable value exceeds the value of the outstanding claims against the Contractor by 10%.

The handover of the item shall be replaced by a custodial relationship ("Besitzkonstitut" according to § 930 BGB) if the in rem handover does not take place at the time of acceptance. Any retention of title shall remain unaffected by this.

In the event of project financing borne by us as Contractor, we reserve the right to transfer ownership of manufactured goods as well as existing receivables to credit institutions as security. Upon payment by the Client, the economic ownership shall pass to the Client pro rata step by step.

TRADE CLAUSE

In cases of doubt, the latest version of Incoterms in force shall apply for the interpretation of commercial clauses.

The following shall apply to the services offered in accordance with INCOTERMS 2010 EXW

Delayed deliveries from third parties and incidents of force majeure shall entitle us to postpone the delivery for the duration of the hindrance and a reasonable initial period. This shall also apply if such events occur while we are in default. Force majeure includes possible monetary, trade and other measures, strikes, lockouts and operational disruption for which we are not responsible, (such as fire, machine or roller breakdown, raw materials or energy shortage), obstruction of transport routes, delays in the import process/customs clearance, and all other circumstances equally that, without us being at fault, complicate or render the delivery impossible. It is irrelevant whether these circumstances occur with us, the supplier plant or a supplier. If the execution of the contract is unreasonable for any of the parties due to the aforementioned events, in particular, if the execution of the contract is delayed substantially by more than 6 months, that party may request the cancellation of the contract.

Unless agreed, we shall not be obliged to load the goods. Truck loading is undertaken by our personnel, thus the risk of accidental destruction and accidental deterioration of the goods shall pass to the Client with the commencement of the loading. We are not liable once the loading has started. These restrictions shall not apply where there has been a breach of a fundamental contractual obligation for which we are responsible where this endangers the achievement of the purpose of

the contract and involves foreseeable and typical damage for this type of contract, in cases of statutory liability pursuant to the German Product Liability Act, where there is damage to life, to the body or to health and to the extent where we fraudulently conceal the defects in the goods or have guaranteed their absence. Regulations regarding the burden of proof shall remain unaffected by this.

INFORMATION AND DOCUMENTATION

We allow the Client to inspect the progress of production without restriction at any time. We also provide authorised third parties with technical information.

If agreed, we will report the progress of production every two weeks in the form of a submitted project plan.

We reserve the right to outsource parts of the scope of services to third parties.

We will be pleased to disclose the delivery cascade on request.

Our concept designs serve exclusively information purposes and purchase simulation. The disclosure of concepts (in particular forms) to third parties shall not be permitted without our express written approval.

With regard to the agreed secrecy, we refer to the existing Information Protection Agreement between the Client and Erwes Reifenberg GmbH & Co. KG.

We undertake to enter into the same confidentiality agreements with all parties involved and our suppliers.

We will keep documents and information related to the project for 5 years after acceptance.

If you have any questions regarding this quote, please contact Mr "Project Manager". In case of an order we will name you a permanent contact person in our company (project manager) for the project.

PERFORMANCE

Our delivery obligations are based on conditions of correct and prompt delivery to us by our suppliers and also by the Client, unless the incorrect or delayed delivery to us by our suppliers was caused by us.

Indications as to delivery times are approximate. Delivery times start with the date of our confirmation of the order and are only valid on the condition that all details of the order have been clarified and all obligations of the Client have been punctually fulfilled, e.g. provision of material, drawings, dimensions etc.

The date of departure from the factory or warehouse shall be determinative for compliance with delivery periods or delivery dates. In the event of any delay in shipment for reasons for which we are not responsible, compliance with the delivery time shall be considered to have been met upon notification that the order is ready for dispatch.

The date of notification of our readiness for acceptance shall be decisive for compliance with delivery periods and dates. In the event of any delay in shipment for reasons for which we are not responsible, compliance with the delivery time shall be considered to have been met upon notification that the order is ready for dispatch.

In the event of material being provided by the Client, we are not obliged to check grades and dimensions, references to standards or their components such as material sheets, test certificates and test standards as well as information on grades, dimensions, weights and usability, and declarations of conformity, manufacturer's declarations or corresponding marks. If this is nevertheless done, it is always done without guarantee. In the event that the material provided deviates from the parameters described above, we are entitled to withdraw from the contract without setting a deadline. We reserve the right to assert claims for damages.

Unless we use the materials provided, the following shall apply: grades and dimensions shall be determined in accordance with the agreed standards, in the absence of an agreement in accordance with the standards applicable at the time of conclusion of the contract, in the absence of such in accordance with commercial practice, references to standards or their components such as e.g. material sheets, test certificates and test standards as well as information on grades, dimensions, weights and usability shall not constitute assurances or guarantees, nor shall declarations of conformity, manufacturer's declarations and corresponding marks.

We manufacture and deliver exclusively based on the specified article description (drawing, data). External factors such as climate fluctuations and variations in water temperature, which are beyond our control, can lead to deviations in the injection molding cycle. These factors may negatively impact the agreed cycle time. The mold is tested in our in-house test center, and the results of this test serve as a benchmark.

We would like to point out that the stated cycle time is based on empirical values as well as partially on simulation-based assumptions and represents a technical guideline; deviations due to additional influencing factors, particularly related to tool, material, machine and process conditions, are possible.

Deviations from the agreed dimensional tolerance of the end product may occur with certain climatic conditions. In the case the actual condition does not, in this respect, deviate from the agreed target condition of the purchased item. The deviation is not the subject of the performance promise / warranty. Likewise, we exclude deviations due to deviating shrinkage and warpage values from the delivery obligation. We only guarantee a dimensionally accurate MOULD.

In the event that we owe the shipment of the goods after corresponding agreement, the following provisions shall apply:

We shall determine the dispatch route and means as well as the shipper and haulier.

If, for reasons beyond our control, transport via the planned route or to the planned destination in the planned time is impossible or severely impeded, we shall be entitled to deliver via a different route or to a different destination; the additional costs incurred shall be borne by the Client.

Unless otherwise agreed, the goods shall be packed in such a manner as we, at our own discretion, consider necessary. We will arrange for packaging, protection and/or transportation aids in accordance with our experience and at the Client's expense. Should the goods be taken back to our warehouse, we shall not be liable for the

costs of the return transport or for disposal by the Client. With the Client's packaging instructions, we shall not be obligated to test the suitability of the packaging type.

In so far as we attach operation instructions / requirement specifications (for example, for the acceptable commissioning place or workshop climate, cooling water or peripheral devices to be used) to the delivered products (e.g. tools or injection moulds) these are to be strictly observed and complied with by the Client when operating the products. This also applies in particular to the notes in the respective individual order confirmation. The operating instructions (for example, maintenance manuals) are an integral part of this contract.

The Client shall be responsible, in so far as that is feasible, for the regular maintenance and ongoing care of the delivered products as long as these are intended for operational purposes.

Upon delivery of the product, together with the maintenance manual, the Client should immediately confirm receipt of the maintenance manual with us in writing. Should the Client fail to comply with this obligation, they are precluded from exercising any defect rights according to Section 377 of the HGB [German Commercial Code].

It is agreed between the Client and us that the goods should be manufactured on the basis of 3D component drawings, the quality resulting from the templates applies exclusively as agreed, but only in so far as this is producible by us by means of the technical specifications in the templates. This shall also particularly apply to

the functional capability of the goods. We shall be entitled, but not obligated, to manufacture the goods according to other plans, designs, instructions, concepts or similar templates of the Client which are made available for production. The Client shall bear responsibility for technical inaccuracies of the templates and resulting deviations from the quality of the goods desired by the Client, or the inability to honour the

commitment. In this case, the actual condition of the goods does not deviate from the nominal condition of the goods. We shall not be liable for infringement of rights on the basis of the plans created by the Client etc., particularly to the extent where the product manufactured by us directly or indirectly infringes upon patent rights. The Client shall fully indemnify us from any such infringements. We shall not be obligated to examine possible infringements of rights by the manufacture of the agreed product.

The quality and performance warranty of the materials provided by the Client: shall guarantee our customers, for as long as the contract is in force, that only a flawless product quality will be transferred to us for processing according to transport and commercial standards. The Clients shall ensure flawless quality by means of quality controls per batch. Should the clients become aware of quality deviations, they will inform us in writing immediately after becoming aware of the extent and nature of quality deviations.

Installments are permitted.

PERFORMANCE DISRUPTION

Defects in the goods must be communicated immediately in writing via email, at the latest seven days after delivery. Material defects that cannot be discovered within this period even with the most careful inspection must be reported in text form by email immediately after discovery, at the latest before the expiry of the agreed or statutory limitation period, with immediate cessation of any processing. We shall not be liable in case of insignificant defects in value or fitness of the goods. If goods have already been resold, processed or transformed, the Client shall only be entitled to the right of reduction.

The obligation to give notice of defects shall exist separately for each partial delivery.

If the Client is aware of quality problems with similar MOULDS, previous MOULDS or MOULDS of identical construction – from us or third parties as well – before delivery, the Client must notify us immediately. Should the Client fail to comply with this obligation, they are precluded from exercising any defect rights according to Section 377 of the HGB [German Commercial Code].

The deficiency of the goods at the time of transfer/acceptance shall be established by the Client; the provisions of Section 477 of the BGB [German Civil Code] (or a similar external legal provision) are excluded.

If a justified complaint is made in due time we may, at our discretion, rectify the defect or supply a defect-free replacement (supplementary performance). If supplementary performance fails or is refused the Client has the right to reduce the purchase price or, after the expiry of a reasonable period of time, withdraw from the contract. In case of a minor defect the Client only has the right of a price reduction.

If the Client does not immediately give us the opportunity to convince ourselves of the material defect, in particular if he does not immediately provide the goods complained of or samples thereof upon request, all rights due to the material defect shall lapse.

We shall reimburse the Client his expenditures in connection with the substitution only in so far as such expenditures are reasonable and proportional to the purchase price of the goods, in no case more than 100% of the value of the goods. This shall not include costs in connection with the installation and removal of the defective item and costs incurred by the Client for remedying a defect himself without the statutory requirements being met. Expenditures occurred by shipment of the goods to another place other than the Client's registered office or subsidiary are not assumed by us unless this was stipulated in the contract.

Warranty for a special purpose or particular suitability of the goods shall be given only in case of explicit written agreement; moreover, the risk of suitability and use shall be assumed by the Client.

If we are to supply goods in accordance with drawings, specifications, samples etc. of the Client, the Client shall bear the risk of the suitability for the intended purpose.

With each partial delivery, the limitation period for defect claims shall begin separately for the individual partial delivery.

"We shall only be liable for breach of contractual and non-contractual obligations, in particular for impossibility, delay, culpa in contrahendo and tort – including for our executive employees and other vicarious agents – in cases of intent and gross negligence, limited to the typical contractual damage foreseeable at the time of conclusion of the contract, up to a maximum of the order value. These restrictions shall not apply where there has been a breach of a fundamental contractual obligation for which we are responsible where this endangers the achievement of the purpose of the contract and involves foreseeable and typical damage for this type of contract, in cases of statutory liability pursuant to the German Product Liability Act, where there is damage to life, to the body or to health and to the extent where we fraudulently conceal the defects in the goods or have guaranteed their absence. Regulations regarding the burden of proof shall remain unaffected by this."

Unless otherwise agreed, contractual claims which the Client incurs against us on the occasion of or in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods, unless they involve compensation for physical injury or damage to health or typical, foreseeable damage or are based on intent or gross negligence on the part of the Client. This restriction shall not apply to our liability resulting from breaches of contract caused by our wrongful intent or by our gross negligence. In cases of supplementary performance, the limitation period shall not start again.

If insolvency proceedings are opened on the customer's assets and the right according to Section 103 of the InsO [German Insolvency Act] is exercised, or the commencement is declined due to lack of assets, we will be entitled, without prejudice to our other rights, to withdraw from the contract according to the statutory provisions of the law.

ACCEPTANCE FICTION

TO sample capability at initial sample date

- We present a MOULDS capable of TO sampling at the tool completion date.
- This MOULD is fully functional at this time and can be operated with process parameters that are approximately suitable for series production.
- The sampling is carried out by experts and must be accompanied by the Client upon request.
- Sampling on the Client's machines must be carried out by experts and will be accompanied upon request.
- Complete design data and a parts list are available.
- A MOULD flow chart exists.
- Under expert operation, the MOULD is capable of completing a production period of at least 3 hours under a stable cycle sequence.
- The parts produced from the MOULD can be used in the sense of TO samples (ISO 9000 process sign off).
- The dimensions relevant to the measurement report may still be subject to deviations in some cases.
- There are no class I defects.

T1-pattern capability after optimisation loops / FAT

- After the optimisation phase, a series-cycle capable and technically flawless MOULD is available.
- Both the cycle time and the reject rate are within the range suitable for series production.
- According to the measurement report, all dimensions are OK or have been approved with a corresponding deviation permit.
- There are no class I and II defects.

T2-capability for acceptance / SAT

- If surface finishes such as high-gloss polishes, coatings or textures are part of the order, they have been applied to the MOULD.
- Complete documentation for the MOULD is available.
- The MOULD is ready for acceptance. The manufacturer indicates a request for acceptance.
- At most, Class III defects are present. Acceptance is carried out, if necessary, under the condition that these defects are rectified.

The following defect classes are defined for the TO-T2 capability or for the acceptance maturity:

Failure class I

Error severely impedes the use of the system, operation is not/only possible with considerable restrictions.

Failure class II

Fault significantly impedes system use, stable operation cannot/can only be ensured by non-serial measures.

Failure class III

Error has no significant influence on functionality and can be bypassed until rectification.

After performance of an agreed acceptance of the goods by the Client, the notification of material defects which were detectable during the agreed type of acceptance shall be excluded.

A period of 6 months is specified for the optimisation and elimination of defects between the provision of the MOULD for initial sampling and the establishment of acceptance capability. Acceptance shall therefore take place after this period at the latest; no further notification of readiness for acceptance shall be given by the Contractor.

Defects shall be remedied on the premises and by the Contractor.

Termination in the case of a contract for work and services

If the client terminates the contract in accordance with § 648 BGB (German Civil Code), we shall invoice the ordered work at the agreed full costs less the services not required at production costs.

Provided that the Client's creditworthiness is adequate, we offer the option of financing the manufacture of the MOULDS. The conditions for financing currently amount to an interest rate of 3.90%, which we may adjust in 0.25% increments of the EURIBOR in order to secure the value. The item "financing costs" listed in this quotation can optionally show the costs incurred for the financing under the outlined order period. The financing costs will be invoiced separately at the time the order is placed with a payment term of 30 days.

After completion of the MOULD, the cost price share of the order value will be subject to interest in accordance with these conditions. If the financing period is extended, these conditions shall continue to apply and the Client undertakes to bear the financing costs incurred at the respective conditions.

Early payment of the receivables can only result in a reduction of the financing costs after consultation.

CONFIDENTIALITY

Our design designs are for information and simulation purposes only for purchase purposes. The drafts (particularly forms) may not be passed on to third parties without our consent.

WARRANTY

Subject to proper use and maintenance in accordance with specifications (maintenance manual), we grant a general warranty of 12 months on our molds from the date of acceptance. Wear parts are excluded from the warranty.*

Damage caused by improper handling by the Client is excluded from the warranty. Proper maintenance, as described in the maintenance manual, must be fully demonstrated by the Client.

Should the Client fail to comply with these obligations, any warranty that may have been granted on these products as well as all statutory warranty claims of the Client shall be forfeited.

All claims for defects shall become statute-barred within 2 years after acceptance.

The deficiency of the goods at the time of transfer/acceptance shall be established by the Client; the provisions of Section 477 of the BGB [German Civil Code] (or a similar external legal provision) are excluded.

If a justified complaint is made in due time we may, at our discretion, rectify the defect or supply a defect-free replacement (supplementary performance). If supplementary performance fails or is refused the Client has the right to reduce the purchase price or after the expiry of a reasonable period of time withdraw from the contract. In case of a minor defect the Client only has the right of a price reduction.

If the buyer does not immediately give us the opportunity to convince ourselves of the material defect, in particular if he does not immediately provide the goods complained of or samples thereof upon request, all rights due to the material defect shall lapse.

We shall reimburse the Client his expenditures in connection with the substitution only in so far as such expenditures are reasonable and proportional to the purchase price of the goods, in no case more than 100% of the value of the goods.

This shall not include costs in connection with the installation and removal of the defective item and costs incurred by the Client for remedying a defect himself without the statutory requirements being met. We shall not bear any expenses incurred by the fact that the goods sold have been taken to a place other than the buyer's registered office or branch unless this would be in accordance with their contractual use."

Guaranteed minimum output: Under the conditions described below and under technically normal dimensional deviations and wear, we guarantee a minimum service life of our MOULDS of 2000000 shot cycles.*

This minimum service life is limited to the first 12 months after purchase of the mould.*

Prerequisites for the guaranteed minimum output are:

- Complete execution of the maintenance work described in the maintenance plan as well as its documentation by the Contractor.
- Proper operation on suitable production machines.
- Freedom from repair: Fault-free (crash-free) operation, proven by complete process documentation.
- Delivery condition of the MOULD or modifications that have been carried out by us exclusively.

*Unless otherwise specified on the cover sheet of the proposal or clarified and documented in writing prior to communication, the following General Terms and Conditions (GTC) apply to all transactions and agreements between the companies.

FURTHER PROVISIONS

There are no side agreements to this agreement. Changes and / or amendments must be in writing.

ERWES REIFENBERG QUALITY GUIDELINES

As a family-run German mold maker founded in 1976, we uphold the following quality guidelines. These guidelines form the foundation of our company culture and assist us in satisfying our customers and continuously improving:

Performance

We consistently strive for outstanding performance in all aspects of our operations. From conception and development to the manufacturing and delivery of our molds and components, we aim to exceed our customers' expectations.

Precision

As mold makers, we understand the importance of precision in our craft. We adhere to the highest quality standards in the production of our tools and components, ensuring they precisely meet our customers' requirements.

Moldmaker Honor

We consider ourselves custodians of the esteemed moldmaker honor. With our expertise, experience, and attention to detail, we commit ourselves to infusing craftsmanship, quality, and reliability into our work.

ISO-Certified Component Procurement

To ensure the utmost quality, we source components from global suppliers that operate with ISO certifications. We meticulously select and evaluate our suppliers to ensure they meet our high-quality standards.

Striving for Constant Improvement

We believe in continuous improvement as the key to long-term success. Through regular reviews and evaluations of our processes, technologies, and workflows, we are dedicated to enhancing our performance and adapting to new market demands.

Assistance at All Times

We are committed to providing assistance to our customers whenever needed. Our customer service team is ready to answer questions, offer technical support, and find solutions to challenges. We understand that our customers' success is intertwined with ours.

These quality guidelines serve as a roadmap for all employees of our company. We take pride in our long-standing tradition and are dedicated to embodying our values in every aspect of our operations. By consistently adhering to these guidelines, we strive to offer our customers high-quality products and services, thereby strengthening their trust in our brand.

PLACE OF PERFORMANCE, JURISDICTION & APPLICABLE LAW

The place of performance for our deliveries is our company headquarters. The place of jurisdiction is our choice of the registered office of our company or the registered office of the buyer. In addition to these conditions, German law applies exclusively to all legal relationships between us and the buyer (to the exclusion of the IPRG and other conflict of law rules). The provisions of the Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG) do not apply.

FURTHER INSTRUCTIONS

There are no ancillary agreements to this contract. Changes and / or additions must be made in writing.

IMPRESSUM

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