



General Terms and Conditions

Article 1 - relevance

- 1.1 These terms and conditions apply to all legal relationships and agreements between Ascenta International GmbH (hereafter named "Ascenta") and its customer. We are working exclusively on the basis of these Standard General Terms and Conditions. They shall apply for the whole term of the business relationship, with customers worldwide.
- 1.2 The applicability of general conditions of the customer is hereby expressly rejected.
- 1.3 These general conditions also apply to (legal) acts of the directors and employees of Ascenta, as well as the performances of (legal) actions by third parties that are engaged on behalf of Ascenta to fulfill the agreement for the customer.
- 1.4 Customer shall assert any claims recourse solely against Ascenta and not against directors and/or employees of Ascenta or by its third parties or assistants.

Article 2 - execution of the order and price

- 2.1 The agreement is concluded when;
 - Ascenta has received the signed order confirmation in return or
 - by accepting the order confirmation which has been sent by Ascenta upon customer's order.
- 2.2 The general conditions are an integral part of any agreement. By accepting the order confirmation you accept the general conditions as well.
- 2.3 Prices and conditions mentioned in the order confirmation are valid for that contract only.
- 2.4 Ascenta determines the manner in which and by which person (or) company (s) the order is carried out.
- 2.5 Ascenta will carry out the work to the best of its ability and careful management.
- 2.6 Ascenta as well as its staff employed or engaged by third parties, are held to treat all provided information confidential.

Article 3 - Payment

- 3.1 Unless agreed otherwise, payment is to be made in € (euro).
- 3.2 If payment is not made when due, the customer will have to pay interest from the due date in the amount of 3 % above base rate in line with § 247 German Civil Code ("BGB"). Any costs incurred as a result of debt collection activities shall be borne by the customer.
- 3.3 The payment period and terms are mentioned on the order confirmation and can fluctuate according to the order content.
- 3.4 The conditions mentioned on the (signed or accepted) confirmation are to bind.
- 3.5 The payment shall be done without deducting any discount. Objections to the amount of the invoice cannot suspend the payment.
- 3.6 The ownership of the contract goods will only be transferred (physical or legal) after all the goods have been paid in full.

Article 4 - Surety and security

- 4.1 Ascenta is entitled, prior to the execution of the order, to request a security from customer, such as a bank guarantee or advance payment (for the fulfillment of its obligations).
- 4.2 Until the moment customer has issued the required surety, Ascenta is entitled to suspend its obligations.
- 4.3 If the financial position or the payment behavior of the customer, according to Ascenta's opinion, give cause to, Ascenta is entitled to demand the immediate (additional) security in a form determined by Ascenta.
- 4.4 If customer fails to provide the required security, Ascenta is entitled, notwithstanding its other rights, to suspend immediately the further execution of pending orders and is the outstanding debt immediately due.

Article 5 - Liabilities

- 5.1 The customer warrants and is liable for, that the goods, if any, manufactured by us in accordance with the customer's planning or design specifications do not infringe third-party rights. In the case that we are held liable by a third party for an alleged infringement of such protective rights relating to the manufacture or delivery of such goods, the customer will indemnify us against any and all such claims.

Article 6 - Secrecy

- 6.1 The customer is not allowed to use the documents and drawings made available to him as well as any constructive creations or proposals for the design and manufacture of tools, special types, or other manufacturing equipment provided by us for any purpose other than that mutually agreed upon. The customer is not allowed to make such documents, drawings, creations or proposals available to third parties or to publish them without our consent.
- 6.2 Both the customer and Ascenta are obliged to treat all commercial and technical details that are not evident or manifest and become mutually known within the framework of the business relationship as business secrets. Drawings, models, tools/ templates, samples etc. must not be left or made available to third parties. The copying or reproduction of such items is only permitted within the limits of the business requirements and the copyright regulations.

Article 7 – Ownership of tool(s)

- 7.1 Tools needed for the production of articles, may either be presented by the customer or be manufactured by Ascenta according to the terms in the order confirmation for the tool and the product.
- 7.2 In case the tool is manufactured by Ascenta, the advance payment of 50% of the tooling costs is carried out. The remaining amount of the tooling cost will be paid after the confirmation of the initial samples.
- 7.3 The mold-charge covers only a part of the complete toolingcost, Ascenta compensates the rest of the costs, under the conditions that the production order(s) will be carried out by or through Ascenta.
- 7.4 The first tool is property of the customer and will be stored and maintained free of charge at Ascenta Int. LTD warehouse, Wenzhou - China, always ready for production.
- 7.5 Ascenta guarantees a lifetime of the customized tool which is agreed on and mentioned in the order-confirmation. When the lifetime of the tool is over, Ascenta will produce a replacement tool free of charge.
- 7.6 The tool can only be used for orders related to the customer who ordered the tool.
- 7.7 In case Ascenta didn't receive production orders, for the first tool for a period over 2 years, Ascenta will send a notification to the customer with 3 options: 1) take back the tool and pay the balance of the actual tooling costs 2) pay a fee* for extending the maintenance and storage period for another 2 years 3) ask Ascenta to destroy the tool. * 10% of the value of the tool per year

Article 8 - Delivery and complaint

- 8.1 The delivered goods must be inspected immediately, i.e. without undue delay ("within 2 weeks maximum after receiving in your warehouse). Notice of non-compliance of the goods with the contractual requirements must be given immediately, i.e. without undue delay (within 2 weeks maximum). Non-compliance with the contractual requirements can only be claimed within a preclusive period of 3 months from receipt of the goods; this preclusive period also applies in the case of hidden defects.
- 8.2 If the goods do not comply with the contractually agreed requirements, Ascenta may provide substitute delivery instead of subsequent remedy or rectification. In this case, the customer is obliged to make the rejected goods available to Ascenta at Ascenta's expense.
- 8.3 Ascenta can only be held liable for damages caused by non-compliance of the goods with the contractual requirements, if such non-compliance is demonstrably due to Ascenta's fault, i.e. a negligent or intentional conduct on the part of Ascenta. The liability of Ascenta for the damages caused by non-compliance is limited to a maximum amount of € 10,000.00 per case

Article 9 - Applicable law

- 9.1 The place of jurisdiction is that of Ascenta's domicile. However, Ascenta International GmbH may also sue the customer at the place of general jurisdiction applicable to him.

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