

## Terms and Conditions of Sale and Delivery of LKH Kunststoffwerk Heiligenroth GmbH & Co. KG

As of August 2020

### 1. General

- 1.1 Our offering is directed exclusively to merchants, legal entities and special funds under public law. The following terms and conditions apply exclusively to our deliveries and services. Conflicting, supplementary or deviating terms and conditions of purchase by the Buyer shall not apply unless we have expressly agreed to them in writing in the specific case. The unconditional delivery of goods, rendering of services or receipt of payments by us shall not be recognised as an acknowledgement of deviating provisions.
- 1.2 These terms and conditions shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as goods) regardless of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 651 BGB/German Civil Code).
- 1.3 These terms and conditions shall apply to all future supplies to the Buyer.
- 1.4 Our deliveries and services comply with the applicable German legal provisions. We do not assume any guarantee for compliance with other national legal provisions (cf. Item 8).
- 1.5 Insofar as is necessary for the handling of our business we are entitled to store and process the Buyer's data in electronic form to the extent permitted by data protection laws.
- 1.6 References to the validity of legal provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these terms and conditions.

### 2. Contractual representations

- 2.1 Our offers are subject to change and are non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents – including in electronic form – to which we reserve the rights to ownership and copyrights. A contract shall only be concluded upon receipt of our written order confirmation. A contract shall also be concluded if we perform the delivery after placement of the order without a separate confirmation.
- 2.2 The order of the goods by the Buyer is considered a binding offer of contract, unless otherwise stated in the order or other agreements. We shall be entitled to accept this contractual offer within two calendar weeks of its receipt by us. If acceptance takes place after expiry of the deadline and the Buyer therefore no longer considers himself bound by his offer, he must inform us of this in writing without delay; otherwise the contract shall be deemed to have been concluded.
- 2.3 Our written order confirmation (text form) shall be exclusively definitive for the acceptance of an order, the scope of the delivery and the delivery date.

### 3. Prices, terms of payment, offsetting and inability to pay

- 3.1 Unless agreed otherwise, our prices are based on the condi-

tions of our price list valid at the time of conclusion of the contract. The prices are "ex works" (EXW Incoterms 2020) excluding freight, customs duties, incidental import duties, insurance and VAT as well as packaging. We calculate the VAT at the rate valid on the date of performance. In case of the specification of packaging units (PU), the price per PU shall apply as specified. Prices for moulds include sampling costs, plus costs for testing, processing devices and any changes initiated by the Buyer.

- 3.2 If the date of delivery or performance is more than three months after the conclusion of the contract, we are entitled – after notifying the Buyer in good time and before delivering the goods or performing the service – to adjust the price of the goods or services insofar as is necessary due to general price developments that are outside our control (such as exchange rate fluctuations, currency regulations, customs changes, significant increases in material or production costs) and insofar as is required due to a change in suppliers. In the case of deliveries or services within three months, the price valid on the day the contract is concluded shall apply in any case. In the case of frame agreements with price agreements, the three month period shall commence upon conclusion of the frame agreement.
- 3.3 Except where otherwise agreed the Buyer shall remit the invoice amount within 30 days of the invoice date. In the case of moulds, 1/3 of the agreed price shall be due for immediate payment upon confirmation of the order, 1/3 of the agreed price upon presentation of the proof samples, and 1/3 of the agreed price after release by the Buyer. Upon expiry of the deadline, the Buyer shall be deemed to be in default of payment in accordance with Section 286, Paragraph 2, No. 2 BGB.
- 3.4 Cheques and bills of exchange are not accepted as means of payment.
- 3.5 The Buyer shall set-off accounts only if the counter-claim in question is not controversial or has been ascertained in a legally binding manner. The Buyer shall only be entitled to rights of retention in so far as these are based on the same legal transaction.
- 3.6 If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardised by the Buyer's lack of ability to pay (e.g. through an application to open insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (section 321 BGB). In the case of contracts for the manufacture of individual items (custom-made products), we can declare our withdrawal immediately; the statutory provisions on the necessity for setting a time limit shall remain unaffected.

#### 4. Time of performance

- 4.1** The commencement of the delivery term quoted shall be subject to clarification of all technical matters and proper and timely performance by the Buyer of his obligations.
- 4.2** If an agreed performance deadline is exceeded due to reasons for which we are responsible, the Buyer shall set a reasonable period of grace in writing for rendering the service. This period of grace shall be at least two weeks. If performance does not take place after expiry of the period of grace and the Buyer therefore wishes to withdraw from the contract or demand compensation instead of performance, he shall be obliged to notify us accordingly in writing beforehand by expressly requesting performance in conjunction with a further reasonable period of grace. If requested by us, the Buyer shall be obliged to declare within an adequate period if he intends to withdraw from the agreement due to the delay in delivery and/or demand compensation in place of delivery or insists on the delivery.
- 4.3** Delivery dates or deadlines are only binding if they are confirmed by us in writing or by fax.
- 4.4** If an agreed date of performance is delayed due to circumstances for which we are not responsible because we have not been supplied, not supplied in time or not supplied properly despite proper congruent covering of our future requirements, our lead times shall be extended accordingly. If we have duly informed the Buyer about the inability to deliver and if it is not only of a temporary nature, we shall be entitled to withdraw from the contract in whole or in part on account of the part of the contract that has not yet been fulfilled.

#### 5. Dispatch, transfer of risk, partial services and call-off orders

- 5.1** Our deliveries are "ex works" (EXW Incoterms 2020).
- 5.2** Unless otherwise agreed, we shall dispatch the goods at the expense and risk of the Buyer; we shall determine the type of shipment, dispatch route, forwarding agent and/or carrier.
- 5.3** The risk of destruction, loss of or damage to the goods shall transfer to the Buyer upon loading of the goods from our stores or where the goods are unable to be or shall not be dispatched upon notification of readiness for shipment. The aforementioned shall also apply where delivery is made by instalments or where we have undertaken other services such as shipment or delivery and assembly.
- 5.4** The material shall be delivered unpacked and without any anti-corrosive protection. Where it is customary in the trade, the goods shall be supplied with packaging. We shall provide packaging, protection and/or means of transport based on our experience and at the expense of the Buyer. Unless agreed otherwise in writing, packaging, protective and transport aids shall be taken back at our warehouse. The costs of transportation to our warehouse shall be borne by the Buyer. Extra costs attributable to the Buyer's special shipping requirements shall be borne by the Buyer. This shall also apply to increases in freight charges that occur after the contract is concluded, any additional costs for re-routing, warehouse charges, etc., unless carriage paid delivery is agreed.
- 5.5** We reserve the right to deliver by instalment and to invoice the same except where this is unreasonable for the Buyer.
- 5.6** In the case of call-off orders, the goods are to be called off and purchased in approximately equal monthly quantities, unless otherwise agreed. The total order quantity shall be deemed to have been called-off one month after expiry of the period agreed for the call, or in the absence of such an agreement, twelve months after conclusion of the contract. If the Buyer fails to assign goods ordered to a certain delivery within one month after the expiry of the deadline for such an assignment or, in the absence of an agreed deadline, within one month of our request, we shall reserve the right to deliver the goods at our discretion and at expense to the Buyer.
- 5.7** Delivery quantities in excess or short of the agreed delivery quantities are permitted where customary in the trade.

#### 6. Force majeure

In the event of force majeure, we are entitled to suspend performance of our obligation to deliver. Where there is a considerable change in the circumstances prevalent at the formation of the contract, we reserve the right to rescind the contract. The same shall apply in the event of a shortage of energy or raw materi-

als, industrial disputes, official decrees or traffic or operational disruptions. If subcontractors do not supply us, do not supply us on time or do not supply us properly for the aforementioned reasons, Section 4.4 shall apply accordingly.

#### 7. Retention of title

- 7.1** Goods sold remain our property ("retained-title goods") until all claims from the business relationship have been settled.
- 7.2** Retained-title goods may neither be pledged to third parties nor assigned as security before the secured claims have been paid in full. The Buyer must inform us without delay in writing if and to what extent third parties have access to the goods belonging to us.
- 7.3** If the Buyer acts in breach of contract, in particular if he fails to pay the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the retained-title goods on account of the retention of title. If the Buyer does not pay the due purchase price, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if such setting of a deadline is not necessary according to statutory provisions.
- 7.4** If retained-title goods are finished or processed by the Buyer, our retention of title covers the new goods in their entirety. In the event of a processing, connection or mixture of the commodity with additional objects by the Buyer, we shall acquire co-ownership of the other objects used by the Buyer at the time of processing, connection or mixture, at a fraction equivalent to the proportion of the invoice value of our commodity.
- 7.5** If the goods subject to reservation of ownership are combined or mixed with a principle good belonging to the Buyer, the latter hereby assigns in addition his rights in the new good to us. If the Buyer combines or incorporates the goods subject to reservation of title with a principle good belonging to a third party against payment, he hereby assigns his claims for payment against the third party to us.
- 7.6** The Buyer is authorised to resell the retained-title goods in accordance with his normal business activities. If the Buyer sells these goods in turn without obtaining the full purchase price in advance or does so step by step upon handover of the goods, he is obliged to agree a retention of title with his customer that is in line with these terms and conditions. The Buyer hereby assigns to us his claims arising from this resale and the rights arising from the retention of title agreed by him. At our request, he shall be obliged to inform his customer about the assignment and to provide us with the information and documents required to assert our rights against his customer. Irrespective of the assignment, the Buyer shall only be authorised to collect claims under the resale as long as he duly fulfils his obligations to us.
- 7.7** If the value of the securities provided to us exceeds our claims in total by more than 10 percent, we shall be obliged to release securities of our choice at the request of the Buyer.

#### 8. Liability for defects

- 8.1** Statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly or incorrect assembly instructions), unless otherwise provided for in the following terms.
- 8.2** We only warrant that the goods delivered and services rendered by us comply with the applicable German regulations and standards. If the goods are to be used in another country, the Buyer is obliged to check himself that the goods conform with the authoritative legislation and standards and to make any necessary adaptations.
- 8.3** The basis of our liability for defects is above all the agreement reached on the quality of the goods. An agreement on the quality of the goods shall be deemed to be our product descriptions which were provided to the Buyer prior to his order or were included in the contract in the same way as these terms and



conditions.

- 8.4** An agreement on the quality of the goods does not imply a warranty assurance (guarantee). We shall only give special warranties (guarantees) on the basis of a separate agreement which regulates the content and scope of the warranty regardless of these terms and conditions and the legal rights of the Buyer.
- 8.5** Insofar as the quality has not been agreed, the goods shall be deemed to be free of material defects if they are suitable for the use designated in the contract. In addition to the statutory provisions, the goods shall also be deemed to be free of material defects if they have the properties which the Buyer can expect according to the product description provided by us (including the manufacturer's description); in this regard it suffices if the product description was handed over to the Buyer after conclusion of the contract (in particular together with the goods). However, we shall not assume any liability for public statements made by other manufacturers or other third parties (e.g. advertising statements).
- 8.6** The Buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent during the inspection or at a later time, we must be notified accordingly without delay. Notification shall be deemed to be without delay if it is made within two weeks; timely dispatch of the notification shall suffice to meet the deadline. The notification must be given in writing. Irrespective of the aforementioned inspection and notification obligations, the Buyer must give written notification of obvious defects (including wrong delivery and delivery shortfalls) within two weeks of the delivery; to meet the deadline it is sufficient to send the notification of defects in this time frame. The notification must be given in writing. If the Buyer fails to give notification of the defects as stipulated above, our liability for the defect that has not been reported shall be excluded.
- 8.7** Claims for defects shall be precluded if the defect was caused exclusively or predominantly by the Buyer or a third party. This shall be assumed in particular if the defect is based on the following circumstances:
- Deficiency or unsuitability of the instructions given by the Buyer for the implementation or of the material to be supplied by him if the defect could not be identified by us or if the Buyer rejects the concerns expressed by us;
  - Unsuitable or improper use, faulty assembly or commissioning, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, deficient construction work, unsuitable construction foundation, chemical, electrochemical or electrical influences – caused respectively by the Buyer or a third party.
- 8.8** Our statutory rights in the event of responsibility or failure to cooperate on the part of the Buyer (sections 645; 642, 643 BGB) remain unaffected. Deviating from the statutory provisions (Section 651, p. 3 BGB), these rights shall apply irrespective of whether the goods to be delivered are fungible goods or non-fungible goods (custom-made products).
- 8.9** If the delivered goods are defective, we may initially choose whether we provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). Our right to refuse the chosen method of subsequent performance under the statutory conditions shall remain unaffected.
- 8.10** We shall be entitled to make the due subsequent performance dependent upon payment of the due purchase price by the Buyer. The Buyer shall, however, be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 8.11** The Buyer must give us the time and opportunity necessary for due subsequent performance. The place of performance for subsequent performance is the original place of delivery. The Buyer is entitled to demand reimbursement of the costs incurred by reason of subsequent performance insofar as such costs are not increased due to the subsequent transportation of the goods delivered to a different location unless the purpose for which the goods are intended requires the same. In the event of a replacement delivery, the Buyer must return the defective goods to us in accordance with the statutory provisions.
- 8.12** If the subsequent performance has failed or if a deadline to be set by the Buyer for the supplementary performance has expired without success or is dispensable according to the sta-

tutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price. However, a right to withdrawal shall not exist in the case of a minor defect. The Buyer's entitlement to delivery of non-defective goods shall lapse with the declaration of withdrawal respectively the reduction.

- 8.13** If the newly manufactured goods delivered by us to the Buyer have been resold to a consumer, the following additional regulations and otherwise the statutory provisions shall apply to the Buyer's claims for defects.

The legal presumption that the defect already existed at the time of the transfer of risk to the Buyer (Sections 478, Paragraph 3, 476 BGB) shall not apply, except in the cases regulated by law, even if a period of more than six months lies between the transfer of risk to the Buyer and the transfer of risk to the Buyer's customer.

The Buyer's rights to subsequent performance described above shall apply subject to the following conditions: The Buyer may demand from us the type of subsequent performance which he owes to his customer – taking into account the Buyer's statutory and contractual rights of refusal – in the individual case; there is no right of choice on our part. The Buyer shall be entitled to assign this claim for subsequent performance to his customer but only on account of performance or/and by way of security, i.e. without prejudice to his own continued liability towards the customer. An assignment in lieu of performance shall be invalid. Our right to refuse this subsequent performance under the statutory conditions shall remain unaffected.

If we have agreed an equivalent compensation with the Buyer pursuant to Section 478, Paragraph 4 BGB, the claim for reimbursement of the expenses which he had to bear with regard to his customer (Section 478, Paragraph 2 BGB) shall be excluded.

- 8.14** Claims of the customer for damages or compensation for futile expenditure shall only exist in accordance with the following Section 9, otherwise they shall be excluded.

## **9. Liability for compensation**

- 9.1** Unless indicated otherwise in these terms and conditions, including the following provisions, we shall be liable in accordance with the statutory provisions in the event of an infringement of contractual and non-contractual obligations.
- 9.2** We shall only be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. Furthermore, we shall also be liable for ordinary negligence,
- for damages resulting from injury to life, body or health,
  - for damages resulting from the breach of an essential contractual obligation (an obligation, the fulfilment of which makes proper performance of the contract possible in the first place and upon the observance of which the contractual partner regularly relies and may rely); in such a case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 9.3** The above limitations of liability shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same shall apply to claims in accordance with the German Product Liability Act.
- 9.4** In the event of a breach of obligation that does not comprise a defect, the Buyer may only rescind or terminate the contract if we are responsible for the breach of obligation. A free right of termination on the part of the Buyer (in particular in accordance with Sections 651, 649 BGB) is excluded. A declaration of withdrawal or termination must be made in writing. The statutory requirements and legal consequences shall otherwise apply. To the extent that our contractual liability is nullified or limited, this shall also apply to the individual liability of employees, representatives or vicarious agents.
- 9.5** The assignment by the customer of the claims of the Buyer regulated in clauses 8 and 9 is void. Section 354 HGB shall remain unaffected.



## 10. Limitation

- 10.1** Reciprocal claims of the contracting parties shall lapse in accordance with the statutory provisions insofar as nothing to the contrary is stipulated below.
- 10.2** Notwithstanding section 438 para. 1 no. 3 BGB, the general limitation period for any claims defects arising from material defects and defects of title is one year from delivery. If an acceptance has been agreed, the limitation period commences with the date of acceptance.
- 10.3** However, claims arising from defects of title shall not lapse under any circumstances as long as the third party can assert the right against the Buyer, in particular where a limitation period does not apply.
- 10.4** The statutory period of limitation applies to buildings and newly manufactured objects which have been used for a building in accordance with their usual purpose and which have caused its defectiveness (section 438 para. 1 no. 2 BGB).
- 10.5** The aforementioned limitation periods shall also apply in the event of recourse against a supplier in accordance with Item 8.13. However, the statutory limitation period for claims for reimbursement of expenses (Section 478, Paragraph 2, Section 479, Paragraph 1, Paragraph 3 BGB) and the statutory suspension of the limitation period (Section 479, Paragraph 2, Paragraph 3 BGB) shall remain unaffected.
- 10.6** In all cases, the statutory provisions for cases of fraudulent intent (section 438 para. 3) shall also remain unaffected.
- 10.7** Insofar as we owe the Buyer contractual compensation in accordance with Item 9. due to or on account of a defect, the entire statutory limitation periods of the law on sales shall apply (Section 438 BGB). These limitation periods shall also apply to competing extra-contractual claims for damages unless application of the regular statutory limitation period (Sections 195, 199 BGB) leads to a shorter limitation period in individual cases. The limitation periods provided by the German Product Liability Act shall remain unaffected.

## 11. Testing of goods and services

- 11.1** The Buyer is obliged to check our products and services as to their suitability for the purpose intended. In particular, if a product is to be used for contact with foodstuffs, the suitability of the material for the specific foodstuff must be tested in advance by the Buyer as his own responsibility.
- 11.2** Recycling raw materials are carefully selected by us. However, regenerated plastics may be subject to greater variations in surface finish, colour, purity, odour and their physical or chemical properties; such deviations attributable to the intrinsic nature of the plastics do not constitute a defect within the meaning of Item 8.

## 12. Supply of spare parts

Insofar as we are obliged to supply spare parts, this obligation shall not extend to original spare parts after expiry of the limitation periods regulated in clause 10. Rather more, we are also entitled to supply the Buyer with functionally identical spare parts or to inform him about another source of supply.

## 13. Provision of materials

- 13.1** If materials are provided by the Buyer for manufacturing the goods, unless agreed otherwise these are to be supplied in good time and flawless condition at the Buyer's expense and risk with a quantity surcharge of 5%.
- 13.2** If these conditions are not met, the delivery time is extended appropriately. Except in cases of force majeure, the Buyer shall bear the incurred incremental costs, including in particular for interruptions in the production.

## 14. Moulds (tools)

- 14.1** Except when otherwise agreed, we are and remain the owner of all moulds produced for the Buyer by us or by a third party contracted by us. In this case we shall bear the costs for servicing and care. Our storage obligation expires two years after the last delivery of parts from the mould. We shall only be obliged to replace these moulds free of charge if they are required to fulfil an output quantity guaranteed to the Buyer. We shall be entitled to subsequently dispose of the moulds after informing the Buyer

in good time.

- 14.2** If, according to agreement, the Buyer shall become the owner of the moulds, the property passes into the ownership of the Buyer only after the purchase price for the moulds has been paid in full. In such cases, the moulds shall be stored for the benefit of the customer instead of being handed over. During the contractual term, only we are entitled to possess the moulds. This right of ownership shall remain effective at least until termination of the contract.
- 14.3** In the case of moulds owned by the Buyer as per para. 3 and/or moulds on loan from the Buyer, our liability regarding storage, maintenance and cleaning is limited to the degree of care we exercise for our own moulds. In this case, the Buyer shall bear the costs for maintenance and insurance. Our obligations shall expire if, after completing the order and issuing a corresponding request to the Buyer, the moulds are not collected within a reasonable period. We shall have a right of retention to the moulds until the Buyer has fulfilled his contractual obligations in full.

## 15. Property rights

- 15.1** If our services are to be based on drawings, models and/or samples or parts supplied by the Buyer, the Buyer is responsible for ensuring that no third-party rights are breached. The Buyer shall indemnify us against claims of a third party, following our first request to do so, and pay us compensation. If a third party asserts claims for injunctive relief against us due to an infringement of property rights, we shall be entitled to suspend work until the legal situation is clarified by the Buyer and the third party. Our delivery deadlines shall be extended accordingly. If we can no longer be reasonably expected to complete or continue the order on account of the delay, we shall be entitled to withdraw from the contract and additionally to claim damages from the Buyer.
- 15.2** We shall be entitled to destroy any drawings and samples provided to us by the Buyer which have not resulted in an order three months after submission of the offer unless the Buyer requests them after prior notification of the intention to destroy them.
- 15.3** In principle, we do not grant the Buyer any rights to our industrial property rights or copyrights. Deviating agreements must be made explicitly. All rights of exploitation and use of our services, in particular designed models, moulds and devices, drafts and drawings, shall remain with us if and insofar as the purpose of the contract does not necessarily require the granting of rights of use. At our request, the Buyer shall return to us without delay any records, documents, moulds, samples or models, including all copies made thereof, which he does not necessarily require for the contractual use of our services.

## 16. Place of jurisdiction and choice of law

- 16.1** These terms and conditions and all legal dealings between the Buyer and ourselves shall be governed by the law of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Sales Convention. The prerequisites and effects of the reservation of title in accordance with item 7 are, however, subject to the law of the respective location of the item, insofar as the choice of law made in favour of German law is inadmissible or ineffective.
- 16.2** If the Buyer is a merchant operating under the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Heiligenroth, Germany. However, we shall also be entitled to take legal action at the Buyer's general place of jurisdiction. Special provisions for works services

## 17. Sub-contractors

If we are contracted to perform installation work, we shall be

entitled to engage subcontractors.

## **18. Custom-made products**

- 18.1** In the case of fungible custom-made products on behalf of the Buyer, the Buyer is only entitled to terminate the contract if there is an important reason.
- 18.2** In the event of non-acceptance of products manufactured according to customer specifications, we are entitled to dispose of the products at the expense of the Buyer after unsuccessful request and setting a reasonable deadline.

## **19. Signing-off**

- 19.1** Where we have contracted to manufacture custom-made products the following shall apply:
- 19.2** Where on completion – if applicable prior to the expiration of the agreed performance time agreed – we request acceptance, the Buyer shall accept performance within 12 working days of our request, except where an alternative deadline has been agreed. Upon request, self-contained parts of the service must be accepted separately. Acceptance can only be refused on the grounds of substantial defects until such time as they are rectified.
- 19.3** Where acceptance is not requested, the service shall be deemed to have been accepted 30 working days after written notification of completion of the service. If acceptance is not requested and the Buyer has put the service or part of the service into use, acceptance shall be deemed to have taken place 6 working days after the commencement of use unless agreed otherwise. The use of parts of a physical structure for continuing work shall not be deemed accepted.
- 19.4** Reservations due to known defects or contractual penalties must be made known by the Buyer within the deadlines set out in 19.2 and 19.3.
- 19.5** After acceptance, risk shall pass to the Buyer except where it has already passed in accordance with section 5.

