

**General Terms and Conditions of Business of
TRICOR Packaging & Logistics AG
TRICOR Packaging Systems GmbH
TRICOR Packaging Systems Viernheim GmbH**
Version: 01/06/2024

1 Area of application

- 1.1 The following Terms and Conditions of Business apply to all contracts, deliveries and other business relationships, provided that the contractual partners are not consumers or private individuals. An exclusion from or amendment of these Terms and Conditions must be expressly agreed by TRICOR.
- 1.2 Any provisions that diverge from, contradict or supplement these Terms and Conditions, particularly provisions to be found in the buyer's terms and conditions of purchase, only become part of the contract or become binding on us if and to the extent that we have expressly agreed to their application in writing prior to the conclusion of the contract. Otherwise they are hereby deemed to have been rejected. The requirement for consent also applies if a buyer refers to his terms and conditions of business in the context of the order and we have not expressly rejected his terms and conditions of business. Deliveries of goods without reservation, the performance of services or acceptance of payments do not constitute the recognition of divergent provisions.
- 1.3 Individual agreements concluded in a specific case take precedence over these General Terms and Conditions of Business. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of agreements of this nature.
- 1.4 Statements of legal relevance as well as notifications by the buyer in respect of the contract (e.g. notifications of defects, the setting of deadlines, rescission or price reductions) must always be submitted in writing, that is to say in written and text form e.g. in the form of a letter, email or fax.

2 Offer, contract conclusion and form

- 2.1 The conclusion of the contract and all other declarations relating to the contract must be made in writing or in text form on a durable medium.
- 2.2 All offers are subject to final confirmation and are not binding. This also applies when we have sent catalogues and technical documentation (e.g. drawings, plans, calculations, referrals to DIN standards) as well as other product descriptions or documents, including in electronic form, to the buyer. TRICOR retains ownership and copyright of all documents provided in connection with the placement of the order. These documents must not be made available to third parties without our express written consent. Product and price proposals by staff, in

catalogues, in the Internet or sales documentation are only to be understood in the legal sense as invitations to the customer to make an offer to purchase. An offer only becomes binding on its express written acceptance.

- 2.3 An order for goods placed by the buyer constitutes a binding offer to enter into a contract. We are entitled to accept this offer to enter into a contract within two weeks of its receipt. The offer has been received as soon as it arrives in the recipient's sphere of control in such a way that the recipient can become aware of it and his perusal of the offer can be expected under normal circumstances.
- 2.4 In the event of legal communications by electronic means, the confirmation of receipt does not yet constitute the binding statement of acceptance of the offer to enter into a contract unless acceptance is expressly stated in the confirmation of receipt. If an order is placed electronically, the text of the contract is stored by TRICOR and sent to the Buyer by e-mail on request together with these General Terms and Conditions of Business. In all other respects the information obligations of § 312 i, Paragraph 1 Nos. 1 - 3 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) are excluded as the contracts are concluded solely by individual communication.
- 2.5 If TRICOR's right to payment is jeopardized after confirmation of an order, TRICOR is entitled to withdraw from the contract or demand payment in advance.

3 Prices and payment agreements

- 3.1 The prices quoted are net prices and refer to 1000 units or a separately stipulated unit, if applicable. Unless agreed otherwise in writing in a particular case, the prices at the time of the contract conclusion apply. Value Added Tax is not included in the price and will be invoiced separately at the rate imposed by law at the time.
- 3.2 Payment must be made within 30 days of the due date and receipt of the invoice. Confirmed prices of an order are not binding for repeat orders of similar goods. If payment is received within 10 days of the invoice date, a 2% prompt payment discount will be granted if no earlier invoice(s) is/are overdue and no further agreements have been concluded.
- 3.3 In the event of payment default, all receivables, including rescheduled receivables, become due for immediate payment. The buyer is in default if the above payment period expires. During the period of default, interest on the purchase price will be invoiced at the statutory default interest rate of 9 percentage points over the base rate in force at the time as stipulated in § 288, Paragraph 2 of the German Civil Code. TRICOR reserves the right to assert a claim for further compensation for loss or damage caused by the default if such loss or damage can be proved. In the case of merchants, TRICOR's right to commercial interest on late payments in accordance with § 353 of the German Commercial Code (*Handelsgesetzbuch - HGB*) remains unaffected.
- 3.4 If it is likely that at the time of the conclusion of the contract TRICOR's right to the payment of the purchase price is at risk due to the inability of the buyer to pay the price, TRICOR is entitled

to refuse performance in accordance with the provisions of law and, if appropriate, to withdraw from the contract after setting a grace period as permitted by § 321 of the German Civil Code.

4 Offsetting and rights of retention

- 4.1 The buyer is only entitled to off-setting, retention or a price reduction even if claims for defects have been notified or counter-claims have been asserted, if the claims have been judged to be final and absolute or are uncontested and the buyer's counter-claim is based on the same contractual relationship. This also applies when claims for defects or counter-claims have been asserted. The right of retention due to counter-claims arising from the same contractual relationship is not affected hereby.
- 4.2 A refusal to pay or a right of retention of the customer is excluded if the customer was aware of the defect or other reason for complaint at the time of the conclusion of the contract.
- 4.3 Failure to respond to the assertion of such claims does not constitute acceptance of the claims.

5 Packaging, shipping

- 5.1 Unless otherwise agreed, TRICOR's prices are free delivered including simple strapping or palletizing. If the net value of the entire shipment is less than EUR 1,000, TRICOR reserves the right to conclude a different agreement.
- 5.2 Reusable palettes are provided on loan. Records will be kept in a palette account in the form of a debit when the goods are delivered and a credit when the empty palettes are returned. The provisions of palette transactions customary in the trade apply to the processing of such transactions. Stocks of palettes which exceed the normal scope of deliveries or an agreed limit or a corresponding storage period will be invoiced to the buyer at the replacement price.
- 5.3 TRICOR is free to select the shipment route and method. Any additional packaging required by the buyer will be invoiced separately. Shipment by rail will be made "carriage forward".
- 5.4 The freight costs debited to TRICOR may be demanded from the consignee and deducted from the relevant invoice amount, but without the costs of service.
- 5.5 If so requested by the buyer, the goods will be insured at the buyer's expense.
- 5.6 If the delivery is delayed at the buyer's request or through a fault of the buyer, the goods will be stored at the expense and risk of the buyer. In this case notification of readiness for shipment is deemed to be the equivalent of shipment.

6 Transfer of risk

6.1 The risk of accidental loss and accidental deterioration of the goods passes to the buyer when the goods are handed over to a carrier, forwarding agent or person or organisation charged with delivering the goods. Risk passes not later than when the goods leave the warehouse. This applies in particular if the goods are delivered by TRICOR's subsidiary, Transcor Logistics GmbH & Co. KG ("TRANSCOR"). In the event that inspection and approval of the goods is agreed in the contract, risk passes at the time of inspection and approval of the goods. The goods shall be deemed to have been transferred or approved if the buyer delays taking delivery of the goods.

7 Default and impossibility

- 7.1 In the event that the buyer is in default in taking delivery of the goods or delays our delivery for other reasons for which the buyer is responsible, we are entitled to compensation for the loss caused thereby including the additional costs.
- 7.2 Proof of a greater loss and the statutory entitlements (including the reimbursement of additional costs) remain unaffected. The buyer retains the right to prove that TRICOR has suffered no loss or only a considerably smaller loss.
- 7.3 In the event that it subsequently becomes impossible to perform the service for reasons that are not attributable to either of the contractual partners, TRICOR is not obliged to supply the goods. The obligations of supply and transfer of ownership lapse. There is no right to compensation in lieu of performance.

8 Spurious withdrawal

- 8.1 Withdrawal is excluded if the buyer is solely or predominantly responsible for the defect or if the defect for which the obligor is not responsible occurs at a time at which the buyer is in default in taking delivery of the goods. Default in taking delivery exists if the obligor wished to perform the service but performance was impossible due to the obligee's failure to take delivery of the goods.
- 8.2 A spurious withdrawal only dissolves the contract if TRICOR expressly accepts the withdrawal.

9 Clichés and punching tools

9.1 The expenses incurred for the manufacture of clichés and punching tools for all initial designs will be invoiced at cost price. The clichés and punching tools remain the property of TRICOR. They will be stored for at least two years after the last delivery. After end of this period, TRICOR is entitled to destroy the clichés and punching tools.

10 Scope of delivery, delivery deadlines, call-off contracts

- 10.1 The buyer is obliged to accept over-deliveries as well as weight and colour deviations customary in the industry. TRICOR reserves the right to make the following over-deliveries, which also apply to replacement deliveries: Up to 500 pieces – 25%, up to 3000 pieces – 15%, over 3000 pieces – 10%. Reasonable partial deliveries are permitted. In the case of partial deliveries, TRICOR can distribute the range across the individual deliveries at its own discretion. Weight deviations of $\pm 10\%$ which are due to the tolerance in the square meter weights of paper production are deemed to be customary in the trade. At TRICOR's discretion, hemicellulose can also be replaced by corrugated board papers of the same quality with a higher input weight. TRICOR is only liable for deviations in paper colour, sizing, smoothness and purity as well as printing ink if they are unreasonable for the buyer after taking into account his interests. The packaging is processed as is customary in the industry; with tab-glued, strip-glued or stapled factory edges, depending on the circumstances. Information on the dimensions is given in the sequence: length, width and height and always denote the internal dimensions in mm.
- 10.2 In the case of contracts with continuous delivery call-offs, the buyer is obliged to divide and take delivery of the ordered quantity during the order. If the ordered quantity is not accepted during the call-off period, without prejudice to further statutory rights TRICOR is entitled to demand off-take and payment of all the remaining quantity. If a call-off period has not been defined, TRICOR is entitled to set a deadline for further call-offs within a period customary in the industry, and, if call-offs have not been specified within this period and without prejudice to further statutory rights, to demand payment for all the residual ordered quantity.
- 10.3 TRICOR will endeavour to adhere to the stated delivery deadlines. The buyer may only demand withdrawal from the contract or compensation for damages due to non-performance if it has set a reasonable grace period of at least 2 weeks and this was communicated to TRICOR in writing.
- 10.4 The delivery period shall be extended appropriately in the occurrence of force majeure and all unforeseen obstacles arising after conclusion of the contract for which TRICOR is not responsible. This also applies if these circumstances occur at TRICOR's suppliers and their subcontractors and they too are not responsible for the circumstances. In all other respects TRICOR is liable for default and impossibility in accordance with the provisions of law.

11 Retention of title

- 11.1 TRICOR retains title to the items specified in the contract until all receivables against the buyer arising from the business relationship, whether trivial or late, present or future as well as those arising from the on-going business relationship, have been settled in full. Goods subject to retention of title may not be pledged as collateral before payment has been made in full for the goods secured by retention of title. The buyer must inform the owner immediately in writing about an application for the opening of insolvency proceedings or other third party intervention in respect of the goods we own. This also applies to damage to or destruction of the goods. The buyer is also obliged to treat the goods with all due care for so long as ownership of the goods he has purchased has not been transferred to him.

- 11.2 In the event of the breach of material contractual obligations or conduct contrary to the terms of the contract, particularly failure to pay the purchase price on due date, TRICOR is entitled to withdraw from the contract. The buyer is then obliged to surrender the goods. Before these rights are asserted TRICOR must have set a reasonable period for payment by the buyer but payment has not been received. This only applies if the setting of a deadline of this nature is unnecessary in law.
- 11.3 Until further notice and in the ordinary course of business the buyer is entitled to resell and/or process the goods subject to retention of title. In such a case the following supplementary provisions apply:
- a) The buyer hereby assigns to TRICOR all claims with all ancillary rights and the amount of any of our co-ownership portion for the purposes of security accruing to him from the resale against the buyer or against third parties, irrespective of whether the goods subject to retention of title are resold without or after processing. The buyer remains authorised to collect this claim even after the assignment. Our right to collect the claims ourselves remains unaffected thereby.
 - b) All the while the buyer complies with its payment obligations to TRICOR and there is no deficiency in the buyer's capacity to meet its obligations, and TRICOR does not assert retention of title by exercising a right, TRICOR may demand that the buyer discloses the debts that have been assigned and their obligors. TRICOR may also demand that the buyer provides all information necessary for the collection of the debts, surrenders the associated documents and informs the obligors/third parties of the assignment. In addition, TRICOR is entitled to revoke the buyer's authorisation to resell the goods as well as its authorisation to process the goods subject to the retention of title.
 - c) TRICOR undertakes not to collect the debts as long as the buyer duly complies with its payment obligations. TRICOR may demand that the buyer informs it of the receivables that have been assigned and their obligors, provides all information necessary for collection of the receivables, surrenders the associated documents and informs the obligors of the assignments.
 - d) The goods subject to retention of title are treated and processed for TRICOR as the manufacturer within the meaning of § 950 of the German Civil Code without obligating TRICOR. The processed goods are deemed to be goods subject to retention of title within the meaning of these Terms and Conditions. If the goods subject to the retention of title are processed or inseparably mixed with other items not belonging to TRICOR, TRICOR acquires co-ownership of the new item in the ratio of the invoice value of the goods subject to the retention of title to the invoice value of the other goods used at the time of processing or mixing. In all other respects the same applies to the ensuing product as applies to the goods delivered subject to the retention of title. For the purposes of collateral the buyer also assigns to TRICOR such receivables as accrue to the buyer from third parties through the connection of the goods subject to retention of title to a plot of land. In this case TRICOR accepts the assignment.

- e) In the event that the realisable value of the collateral exceeds TRICOR's claims to be secured by more than 20%, in so far as these have not yet been settled, we will release collateral at our discretion if so requested by the buyer.

12 Claims for defects by the buyer

- 12.1 TRICOR guarantees the goods it delivers in accordance with the following provisions which contain the complete set of rules relating to warranty. These do not constitute a guarantee in the legal sense.
- 12.2 Unless provided otherwise below, the statutory provisions apply for the buyer's rights in the event of material defects and defects of title. Written agreements on the quality of the goods concluded by TRICOR with the buyer normally form the basis of our liability for defects as part of the warranty. A quality agreement/specification covers all product descriptions along with information from the manufacturer which form the subject matter of the specific contract. If there was no agreement on quality in the form of a written specification, the specification prepared by TRICOR concerning the goods supplied automatically applies. In addition, the requirements of § 434, Paragraph 3 of the German Civil Code are to be applied when assessing whether a defect is present. The goods are therefore free from defects if they meet the subjective, objective and assembly requirements at the point in time when risk passes.
- 12.3 As stated in § 442 of the German Civil Code, TRICOR is not liable for defects of which the buyer was aware, or of which the buyer was unaware due to gross negligence, at the conclusion of the contract.
- 12.4 The buyer must inspect the goods received immediately upon arrival for quantity, quality and warranted characteristics. Claims for material defects exist only if the buyer has complied with its statutory investigation and notification obligations (§§ 377 and 381 of the German Commercial Code). The goods must be examined in accordance with the written specification agreed with us. Any defects found must be notified to TRICOR in writing within a preclusive period of 14 days after receipt of the goods, at the same time enclosing samples from which the defect can be seen. If the buyer fails to make this complaint, the goods are deemed to have been approved and defect-free. Defects that cannot be discovered within this period even after careful inspection must be reported to TRICOR in writing immediately after discovery.
- 12.5 If the goods that were delivered should be defective, TRICOR, at its discretion, will either rectify the defective goods or supply defect-free goods within a reasonable period of time. In the specific case that the nature of the subsequent performance selected by TRICOR is unreasonable for the buyer, the latter may refuse such subsequent performance. TRICOR reserves the right to refuse subsequent performance under the statutory conditions. We are also entitled to make the subsequent performance to be undertaken by TRICOR conditional on payment of the purchase price by the buyer on the due date. The buyer must grant TRICOR the time and opportunity necessary for the subsequent performance. In the event that TRICOR undertakes subsequent delivery of a defect-free product, the buyer must return the defective product in accordance with the statutory requirements. The buyer is not entitled to any claim for restitution.

- 12.6 If the buyer chooses to withdraw from the contract due to a material defect or defect of title after subsequent performance has failed and after the expiry of the period of time set for subsequent performance, the buyer is not entitled to any additional claim for damages due to the defect. The buyer is not entitled to a right of withdrawal if the defect is not substantial. If the buyer chooses compensation for damages after subsequent performance has failed, the goods shall remain with the buyer if this is reasonable for the buyer. Compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply in the case of fraudulent intent.
- 12.7 Deviations customary in the trade in sizing, smoothness and purity of the paper, gluing, adhesion, colours, printing, weight differences of up to 5% above and below nominal weight, as well as dimensional deviations of $\pm 1\%$, but at least 3 mm, are not considered to be defects. TRICOR reserves the right also to supply variations in the form colour and/or weight within the bounds of what is reasonable. TRICOR is only liable for properties of the goods with regard to their suitability for use for a specific purpose after a corresponding written assurance has been given.

13 Limitation of liability, limitation period for claims for damages

- 13.1 Except in cases of wilful misconduct or gross negligence, claims for damages are excluded irrespective of the nature of the breach of duty, including tortious acts.
- 13.2 TRICOR is liable for gross negligence in the event of the breach of material contractual obligations. This liability applies only to a maximum of the loss incurred. Claims for loss of profit, expenditure saved from compensation claims by third parties and other indirect and consequential loss may not be pursued.
- 13.3 The limitations and exclusions of liability listed in Section 13 above do not apply to claims which have arisen due to fraudulent conduct on the part of TRICOR, or in the case of liability for guaranteed characteristics, for claims under the German Product Liability Act (*Produkthaftungsgesetz*) or for damages resulting from loss of life, bodily injury or the impairment of health. Insofar as liability is excluded or limited, this also applies for TRICOR's salaried employees, workers, representatives and vicarious agents.
- 13.4 Notwithstanding the provisions of § 438, Paragraph 1, Number 5 of the German Civil Code, the general period of limitation for claims arising from material defects and defects of title is one year from delivery of the goods. In the event that inspection and approval was included in the contract, the period of limitation commences with the approval.

14 Place of performance, place of jurisdiction, applicable law

- 14.1 The place of performance for all mutual obligations arising from the underlying contract is the place of manufacture.
- 14.2 If the buyer is a merchant, a legal entity under public law or a special fund established under public law, the exclusive and international place of jurisdiction for all disputes arising directly

and indirectly from the contractual relationship is TRICOR's registered office which is located in 86825 Bad Wörishofen. The same applies if the buyer does not have a general place of jurisdiction in Germany or if his place of residence or habitual abode is unknown at the time the action is filed. TRICOR is also entitled to take legal action at the buyer's registered office. The same applies if the buyer is an entrepreneur within the meaning of § 14 of the German Civil Code.

- 14.3 Should individual provisions of the contract, including these General Terms and Conditions, be or become invalid in whole or in part, the validity of the remaining provisions is not affected thereby. The provision that is invalid in whole or in part is to be replaced by a provision, the economic effect of which comes as close as possible to that of the invalid provision.
- 14.4 The law of the Federal Republic of Germany applies to these General Terms and Conditions of Business and any contractual relationship between us as the seller and the buyer.

15 Data protection

- 15.1 In accordance with § 33 of the German Federal Data Protection Act (*Bundesdatenschutzgesetz - BDSG*), TRICOR is entitled to save the customer's data by electronic means. For the purpose of deciding on the establishment, execution or termination of the contractual relationship, we collect or use probability values, the calculation of which includes address data as well as other matters.