

General Terms and Conditions of Purchase

Meypack Verpackungssystemtechnik GmbH

1. Scope, Form

- 1.1. These General Terms and Conditions of Purchase (hereafter: Terms and Conditions of Purchase) apply to all business relationships of Meypack Verpackungssystemtechnik GmbH (hereafter: MEYPACK) with our business partners (Suppliers). The Terms and Conditions of Purchase only apply if the Supplier Company (§ 14 BGB) is a legal entity under public law or a special fund under public law.
- 1.2. The Terms and Conditions of Purchase apply specifically for sales and/or delivery agreements of tangible things (goods), irrespective of whether the supplier is the producer of the goods or purchases said goods from other suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the Terms and Conditions of Purchase valid at the time of the purchase by MEYPACK or at any rate the latest version provided in text form to the Supplier as the Framework Agreement apply also for similar future Agreements, without MEYPACK having to make reference to them in every single case.
- 1.3. These Terms and Conditions of Purchase exclusively apply. Deviating, contradictory, or supplementary General Terms and Conditions of the Supplier shall be valid and insofar a component of this Agreement, if MEYPACK has specifically agreed to their applicability in writing. This agreement requirement applies in any case, also for example, if MEYPACK accepts deliveries without reservation knowing the General Terms and Conditions of the Supplier.
- 1.4. In individual cases, individual Agreements made with the Supplier (including ancillary agreements, supplements and revisions) in each case supersede these Terms and Conditions of Purchase. A written Agreement and/or our written confirmation is decisive for the content of such Agreements, under reservation of counter proof.

2. Orders

- 2.1. Offers submitted by the Supplier are binding as a rule. The duration of the binding obligation is four weeks when in doubt.
- 2.2. Orders are to be confirmed in writing within five business days. If the Supplier does not accept the order within five business days, MEYPACK is entitled to cancel the order.
- 2.3. MEYPACK is entitled, within reason to request changes to time and place of the delivery as well as changes to the object of the Supplier. Here, the impacts, in particular with regard to increases and decreases in costs as well as to the delivery date are to be mutually and appropriately regulated.
- 2.4. Unless otherwise specified in the order, MEYPACK's headquarters shall be the place of fulfillment.

3. Price and payment conditions

- 3.1. The price listed in the order is binding and fixed. It excludes any additional demands, e.g. due to wage or material price increases, technical improvements, etc. The price includes all expenditures associated with performance of the order. If no special agreement is made, the price is understood to be DDP (DDP Nottuln-Appelhülsen - Incoterms 2020).
- 3.2. The price also includes all required technical documents and the number of copies and languages of documents required by MEYPACK. This applies especially for a declaration of conformity or incorporation, operating manuals, certificate of origin or supplier's declaration, which is to be delivered to MEYPACK in the agreed upon language.
- 3.3. Invoices are to be sent to MEYPACK immediately following the delivery. They must include a verifiable list of deliveries and services provided and show our order data. The sales tax is to be listed separately.
- 3.4. Payments shall be performed within 14 days, calculated from the delivery and receipt of invoice, minus a 3% cash discount or net within 60 days, unless otherwise agreed upon in the orders.

3.5. The Supplier is not authorized to assign its claims against MEYPACK to a third party without prior written consent by MEYPACK, which may not be unreasonably refused.

4. Shipping, delivery time, scope of delivery and default

4.1. The Supplier is responsible for proper and appropriate packaging and loading.

4.2. The Supplier shall exclusively use packaging materials that are recyclable and according to type. The Supplier is obligated to take back the packaging materials. If the Supplier does not, MEYPACK is entitled to discard the packaging materials or have them discarded and to invoice the Supplier in this regard for incurring costs.

4.3. Delivery or performance dates result from the order. Contractually agreed upon delivery and service dates are binding. The fulfillment at the date agreed upon or within a contractually specified period, respectively, is decisive for MEYPACK. Early deliveries are not permitted. Partial deliveries require written consent from MEYPACK.

4.4. The Supplier is obligated to immediately inform MEYPACK in writing, if circumstances occur or it recognizes the occurrence of circumstances in which the agreed upon delivery period cannot be kept.

4.5. If the day can be determined, on which the delivery or service is to be provided at the very latest as a result of the agreement, the Supplier is in default after lapse of this day, without MEYPACK being required to make a complaint for this.

4.6. If the Supplier does not fulfill its service or does not deliver in the agreed upon delivery time or is in default, the rights of MEYPACK- in particular with regard to cancellation and compensation shall apply according to the legal provisions. The regulation in 4.7 remains unaffected.

4.7. If the Supplier is in default, MEYPACK is entitled to demand a lump sum for compensation of the damages resulting from the default in the amount of 1% of the net price per completed calendar week, however, a total not to exceed more than 5% of the net price of the late delivered goods. The right to assert further statutory claims is reserved, taking into account the lump-sum compensation. The Supplier has the right to prove that no or minor damage incurred as a result of the default. The lump sum is reduced accordingly.

4.8. Acceptance of a late delivery is not considered as a waiver of any claims of compensation.

5. Transfer of risk and acceptance

5.1. Deliveries or services are to be performed, unless otherwise agreed on, at the cost and risk of the Supplier at the headquarters of MEYPACK (DDP Not-tuln-Appelhülsen" - Incoterms 2020).

5.2. If acceptance of a delivery or service has been agreed on with MEYPACK, this presupposes that the goods and services to be fulfilled by the Supplier are only considered acceptable if they are complete and without defects. If a delivery or service only has minor defects, the delivery can be accepted. An acceptance protocol shall be prepared by MEYPACK that shall be signed by the Supplier. The deliveries and services are considered accepted by MEYPACK upon signing of the protocol and the transfer of risk goes to MEYPACK.

6. Ownership and Confidentiality

6.1. All drawings, plans, illustrations, calculations, instructions, product descriptions and other documents are the property of MEYPACK. All rights reserved. Those documents are exclusively to be used for the contractual service and to be returned upon completion of the Agreement. The documents are to be kept secret from third parties also after termination of the Agreement. The obligation to secrecy does not apply, if and to the extent that knowledge contained in the documents provided becomes generally known.

6.2. 6.1 applies respectively for substances and materials (e.g. software, complete and semi-ready products) as well as for tools, templates, samples and other objects that are provided to us by the supplier for production. Those types of objects are- as long as they are not processed - to be stored separately at the cost of the Supplier and adequately insured against destruction and loss.

6.3. The supplier processes, blends or combines (reprocesses) objects provided on our behalf, which includes the further processing of goods supplied by us so that we are considered producer and at the very latest with the further processing, we acquire ownership of the product according to statutory provisions.

6.4. The transfer of ownership of the goods to MEY-PACK must be performed absolutely and irrespective of payment of the price. If, however, MEYPACK should accept an offer of the Supplier for transfer of ownership in individual cases that is subject to the payment of the purchase price, the Supplier retention of title shall expire at the very latest with payment of the purchase price for the goods delivered. MEYPACK retains the right to resell the goods in the ordinary course of business even before payment of the purchase price, assigning the resulting claim in advance (alternatively, the simple retention of title extended to the resale shall apply). In any case, all other forms of retention of title are herewith excluded, in particular the extension, transfer and further processing of said retention of title.

7. Liability for defects, inspection, complaints

7.1. Unless otherwise specified below, the statutory provisions apply to our rights with regard to material and title defects (including defective and short delivery as well as improper assembly, faulty assembly, operating or user instructions) and in the event of other breaches of obligation by the Supplier.

7.2. According to the statutory provisions the Supplier must ensure in particular that the goods have the agreed upon composition at the time of transfer of the risk to MEYPACK. The product descriptions, in particular those that have been described or referenced to in our order, are the subject matter of the respective Agreement, or have been integrated into the Agreement in a similar manner as these Terms and Conditions of Purchase are considered agreed upon with regard to the quality. No difference is made whether the product description comes from MEYPACK, the Supplier or the Manufacturer.

7.3. The statutory provisions (§§ 377, 381 HGB (commercial law book) apply to the commercial obligation to inspect and give notice of defects with the following stipulation: Our inspection obligation is limited to defects which come to light during our incoming goods inspection under external examination, including the delivery documents (e.g. Transport damage, incorrect and short delivery) or during our quality controls by random sampling. If acceptance has been agreed on, there is no obligation to inspect. For the rest, it depends to what extent an examination is feasible taking the circumstances of each case into consideration in accord-

ance with ordinary course of business. Our obligation to give notice of defects remains unaffected for defects discovered at a later time. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, at the time of delivery.

7.4. If the defective goods are returned, MEYPACK is entitled to charge back the relevant invoice amount plus a lump sum operating cost of 5% of the price of the defective goods. MEYPACK reserves the right to prove higher expenses. The Supplier has the right to provide proof of lower or no expenses.

7.5. The Supplier bears subsequently incurred costs, in particular transport, travel, labor, material costs as well as dismantling, and installation costs necessary for supplementary performance.

7.6. Notwithstanding our legal rights, the following applies: If the supplier does not fulfill its obligation to provide supplementary performance - at our discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement from the Supplier for the necessary expenses or a corresponding advance payment. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances immediately, if possible in advance.

7.7. Otherwise, we shall be entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. We are also entitled to compensation for damages and expenses in accordance with the statutory provisions.

7.8. The warranty period is 30 months, calculated from the transfer of risk, unless the law provides for a longer limitation period.

7.9. The Supplier warrants that the products, preparations and items supplied by it comply with all relevant environmentally friendly regulations, in particular the ROHS Directives and the REACH Regulation, as well as the current state of the art in terms of energy efficiency.

8. Supplier recourse

- 8.1. MEYPACK is entitled to the legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects without restriction. In particular, MEYPACK is entitled to demand exactly the type of supplementary performance (repair or replacement) from the Supplier that it owes its customer in the individual case. The statutory right of choice (§ 439 para.1 BGB (German Civil Code)) is not restricted by this.
- 8.2. Before MEYPACK recognizes or fulfills a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 BGB), it will notify the Supplier and request a written statement stating the facts of the case. If a statement is not made within a reasonable period and no amicable solution is reached, the claim for defects actually granted to MEYPACK shall be deemed to be owed to the customer. In this case; the Supplier shall be responsible for providing evidence to the contrary.
- 8.3. MEYPACK's claims from Supplier recourse also apply if the defective goods have been further processed by MEYPACK or another entrepreneur, e.g. by installation in another product.

9. Producer liability

- 9.1. If the Supplier is responsible for product damage, it is obligated to indemnify MEYPACK of any third-party claims upon first request, insofar as the cause lies within its area of control and organization and it is liable in relation to third parties.
- 9.2. As part of its indemnification obligation, the Supplier must reimburse expenses in accordance with §§ 683, 670 BGB, which arise from or in connection with a claim by third parties, including recall actions carried out by MEYPACK. We shall inform the Supplier about the content and scope of the recall measures and provide it an opportunity to make a statement if this is possible and reasonable. Further legal claims remain unaffected.
- 9.3. The Supplier must always maintain appropriate product liability insurance during the contractual relationship. The Supplier must provide MEYPACK with appropriate proof of this upon request.

10. Property rights

- 10.1. In accordance with 10.2 the Supplier agrees to ensure that the products delivered by it are free of any third-party property rights in countries of the European Union or other countries in which it produces or has the products produced.
- 10.2. The Supplier shall be obliged to indemnify us against all claims asserted against us by third parties due to the infringement of industrial property rights referred to in 10.1 and to reimburse us for all necessary expenses in connection with such claims. This shall not apply if the Supplier proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if it had exercised due commercial care.
- 10.3. Further legal claims due to defects of title of the products delivered to MEYPACK remain unaffected.

11. Regulatory compliance

- 11.1. The Supplier is obliged to comply with the relevant statutory provisions relating to the contractual relationship applicable to it in each case. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.
- 11.2. The Supplier shall ensure that the products supplied by it comply with all relevant requirements for placing on the market in the European Union and in the European Economic Area. It must provide us on request with the appropriate documents of conformity.
- 11.3. The Supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations incumbent on the Supplier under 11.1 and 11.2.

12. Import / export regulations, customs

- 12.1 The Supplier's EU VAT identification number must be indicated for deliveries and services provided from a country outside Germany that is a member of the EU,
- 12.2 Imported goods are to be delivered DDP. The Supplier is obliged to provide declarations and information required under Regulation (EC) No. 1207/2001 at its own expense, to allow inspections by the customs authorities and to provide the necessary official confirmations.

12.3 The supplier is obliged to inform MEYPACK in detail and in writing about any licensing requirements for (RE-) exports in accordance with German, European and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

14.4. Should a provision of these Terms and Conditions of Purchase or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

13. Availability of replacement parts

13.1. The Supplier shall ensure the supply of replacement/wear parts for a period of 10 years after delivery.

13.2. If the Supplier intends to discontinue the production of replacement parts for the products delivered to MEYPACK, he will inform MEYPACK immediately after the decision on the discontinuation. Subject to 13.1, this decision must be made at least six months before production is discontinued.

14. Choice of law, contract language, place of jurisdiction, final provisions

14.1. These Terms and Conditions of Purchase and the contractual relationship between MEYPACK and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

14.2. If the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. The same applies if the Supplier is an entrepreneur in the sense of § 14 BGB. However, MEYPACK is also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these Terms and Conditions of Purchase or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

14.3. The contract language is German. Therefore, the English version of the Terms and Conditions of Purchase is for information purposes only and is not binding. In the event of contradictions or doubts as to interpretation, only the German version of the Terms and Conditions of Purchase shall therefore prevail.