

Terms and Conditions of Sale of Carton Group GmbH and its affiliated companies i.a.w. §§ 15 ff. AktG

1. Validity of the Terms and Conditions of Sale

1.1 These are our General Terms and Conditions of Sale and Order (hereinafter the "Conditions"), they comply with the model terms and conditions of the Fachverband Faltschachtel-Industrie e.V. and apply, exclusively, to all contracts for sale, delivery and other services concluded by us with businesspersons or businesses, legal entities under public law and special funds under public law (hereinafter collectively referred to as "Buyer"). Terms and conditions of business of the Buyer shall not apply in any event unless we have expressly agreed to their application in writing. This also applies to clauses in the Buyer's terms and conditions not contradicting our Conditions. Our Terms and Conditions of Sale shall also apply exclusively if we, being aware of the Buyer's deviating clauses, effect delivery without reservation or respond to a declaration of the Buyer (e.g. order, e-mail, etc.) that contains or refers to the terms and conditions of the Buyer.

1.2 Our Conditions shall also apply to all future transactions with the Buyer.

2. Offers, order and prices

2.1 Our offers are subject to change and non-binding. A contract is only concluded through our written or electronic order confirmation or through delivery of the goods to the Buyer.

2.2 Costs incurred by us in preparing the offer, such as costs for development, technical services, samples and corrections, shall be borne by the Buyer if no order is placed.

2.3 By placing an order, the Buyer submits a binding offer to enter into a contract. Unless otherwise stated in the order, we are entitled to accept this offer within two weeks of receipt.

2.4 The contract concluded through the order or purchase order of the Buyer and our order confirmation fully reflects the agreements between the parties; oral agreements of the parties are replaced by such contract, unless it can be expressly inferred from them that they remain binding. Additions and amendments to the contract, including these Conditions, must be made in writing or text form (e.g. by letter, fax or e-mail) to be effective.

2.5 We do not assume any procurement risk with regard to the receipt of our suppliers' own supplies, unless we are responsible for the untimely or incorrect receipt.

2.6 The prices are in Euro, plus the applicable statutory value added tax, unless another currency is expressly agreed.

2.7 All prices are ex works. Transport and packaging costs will be invoiced separately. If the parties have agreed on prices FOB (pursuant to the then

applicable INCOTERMS), these do not include port and customs charges.

3. Intellectual property, industrial property rights, ownership to Work Materials

3.1 We are the sole and exclusive holders of any intellectual property or industrial property rights to drafts, templates, sketches, samples, films, lithographs, printing plates, punches, cutting dies, negatives, plates, printing rollers, forming devices, digital data, printing cylinders, etc. (hereinafter: "Work Materials") developed by us. The Buyer must not use these Work Materials without prior express written agreement specifying an appropriate fee for such use.

3.2 The Buyer shall be liable to ensure that the goods manufactured by us according to its Work Materials or other specifications or instructions do not infringe any third-party rights, in particular intellectual property rights or industrial property rights. The Buyer hereby undertakes to indemnify us upon first demand for any third-party claims asserted against us based on alleged or actual infringement of intellectual property and/or industrial property rights, to the extent that we have produced goods in accordance with its Work Materials or other specifications or instructions.

3.3 Work Materials that are necessary for the production of the goods and have been produced by us or upon our request shall remain our property, even if the Buyer has contributed financially to the costs of production. There is no obligation to give them to the Buyer.

3.4 We store Work Materials and data sets provided by the Buyer only at the Buyer's risk. We are only liable for exercising due care regarding our own affairs. We insure these Work Materials and data sets only at the express request of the Buyer and only at the Buyer's expense. In the event that the Buyer has not demanded the return of these Work Materials within one year, or the data records within three years, upon our final use of them, we shall be entitled to destroy them without prior notification of the Buyer.

4. Delivery; handling of packaging; storage

4.1 Unless expressly agreed otherwise, details regarding delivery times are approximate. Delivery dates are only binding if we have accepted an express written warranty that they will be met. The binding force applies with the exception of unforeseen events, for which we are not responsible. Unless expressly agreed otherwise, information on delivery times refers to the time of handover to the carrier, freight forwarder or other third party commissioned with the transport, in the case of collection by the Buyer, and in the case of agreed storage when the goods are stored in the warehouse. We shall provide the Buyer with information on the latter date upon request.

4.2 If a call-off or delivery schedule is expressly agreed in writing between the parties, it shall be binding on both parties. Deviations require the express written consent of the other party. Any additional costs (e.g. storage costs, financing costs) or material changes resulting from such deviations shall be borne by the party having requested the deviation from the call-off or delivery schedule.

4.3 Whether or not we are in default of delivery shall be determined pursuant to the statutory provisions; in any case, a reminder by the Buyer shall be required: As a rule, the grace period shall be at least 10 working days. Provided that a grace period set has expired without result, the Buyer may withdraw from the contract. In the case of continuous or successive delivery contracts, the right of withdrawal shall be limited to the specific delivery, unless the Buyer cannot reasonably be expected to continue the overall contract.

4.4 The place of performance for our delivery obligation is the production plant even if we should attend to the dispatch of the goods at the request of the Buyer. Unless otherwise expressly agreed in writing, the risk shall pass to the Buyer when the goods are handed over to the carrier, freight forwarder or other third party commissioned with the transport or (in the event of collection by the Buyer) when it is handed over to the Buyer, or in the case of agreed storage when the goods are stored in the warehouse. This also applies if free or freight-free delivery has been agreed and/or we carry out transport ourselves.

4.5 The Buyer bears the shipping costs, unless otherwise agreed in writing.

4.6 To the extent that no written agreement has been made regarding packaging, the choice shall be left to us. Pallets, lattice boxes, cover boards, wooden crates and other packaging and transport materials provided by us and suitable for multiple use shall remain our property. The Buyer shall return them to us in perfect condition at its own expense within one week after using the goods delivered therein.

4.7 Unless otherwise expressly agreed in writing, we shall be entitled to make partial deliveries insofar as this is reasonably acceptable for the Buyer. Each partial delivery results in partial fulfilment of the delivery obligation.

4.8 In the manufacture of the goods, production-related excess or short deliveries of up to +/-10 % may occur. This is a standard commercial value. Any excess or short deliveries within this tolerance shall constitute proper performance of the contract. The Buyer shall pay the price for the quantity actually delivered.

4.9 Deliveries are subject to the timely and proper fulfilment of all obligations of the Buyer. We reserve the right to plead non-performance of the contract.

4.10 In the event of default in acceptance or other culpable violation of cooperation obligations on the part of the Buyer, we shall be entitled to compensation for the resulting damage, including any additional expenses incurred. We reserve the right to assert further claims. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other violation of cooperation duties.

4.11 Should we provide storage services for the Buyer on the basis of a separate agreement, we reserve the right to make such storage subject to the conclusion of a separate storage agreement. Notwithstanding the above, at least the following applies: We shall take delivery of the goods and store them with the care of a prudent warehouse keeper; we may use the services of a qualified third party for this purpose. Collective storage is generally permissible unless this is ruled out due to the nature of the goods. We manage the warehouse according to the fifo principle and - on corresponding call-off and within deadlines agreed in the individual case - make the goods available for retrieval/collection; the Buyer shall request disbursement with a notice period of at least 5 days and can only request this to be done during usual business hours. Disbursement is effected by making the goods available for collection. As a matter of principle, we are not obliged to insure the goods during periods of storage. Our remuneration shall be calculated pursuant to the storage agreement or, if no such agreement has been concluded, our then applicable price list or, if no price list exists, the customary local fee per pallet of stored goods per month. In addition, we shall be entitled to reimbursement of reasonable expenses incurred for preserving the goods.

4.12 The following applies with respect to the return of packaging in accordance with § 15 of the German Packaging Act (2022):

Unless the parties have agreed otherwise, at least in text form, the Buyer shall assume our recovery obligations pursuant to § 15 of the Act and ensure, at its own expense, recovery and proper and correct recycling of the packaging. Furthermore, the Buyer shall provide all reasonable cooperation acts to enable us to fulfil our documentation obligations pursuant to § 15 of the German Packaging Act.

It shall indemnify us against all costs and damage arising from third-party claims, in particular authorities, to the extent that these are based on it not or not properly performing such a cooperation act.

5. Terms of payment, set-off, assignment

5.1 Unless otherwise agreed, prices are quoted in euros ex place of performance (warehouse/place of production) in accordance with Clause 4.4 above and include the cost of standard packaging. The invoice amount is due without deduction upon

receipt of the invoice. However, at any time will we be entitled to make a delivery, in whole or in part, against advance payment only. We must declare a corresponding reservation at the latest together with the order confirmation. Cash discounts are only permissible if they have been expressly agreed in writing beforehand. If the Buyer does not pay the invoice amount within 14 days after receipt of the invoice or the agreed payment date, it will be in default even without further reminder. In the event of default on the part of the Buyer, we shall be entitled to demand interest on arrears at the statutory rate. The assertion of higher damage caused by default remains unaffected.

5.2 Unless expressly agreed otherwise, the prices for the goods shall be determined by the prices agreed at the time of conclusion of the contract, provided that delivery is made within four months of conclusion of the contract and the orders are individual orders. If delivery occurs later than four months after conclusion of the contract or within the scope of recurring obligations ("Dauerschuldverhältnis"), the prices shall be our prices applicable at the time of delivery, unless otherwise agreed. Our right to demand a price adjustment shall remain unaffected if circumstances on which the contract is based have changed seriously and the parties would not have concluded the contract or would have concluded it in a different form had they anticipated the change and we thus cannot reasonably be expected to adhere to the contract as it stands. This may include, in particular, the official pronouncement of gas shortage, energy shortage, significant increases in logistic costs, or similar events.

5.3 Payment instructions, bills of exchange and checks shall not be accepted in lieu of performance, but only subject to clearance. In the case of payment by money order, bill of exchange and cheque, performance is deemed effected only when credited by the bank. Collection costs and bank charges for bank transfers shall be borne by the Buyer. We assume no liability for timely submission.

5.4 The Buyer may exercise set-off and/or retention rights only if its counterclaims have been declared final and absolute, are undisputed or have been acknowledged by us.

5.5 If, after the conclusion of the contract, a significant deterioration in the financial circumstances of the Buyer or other indications become known that cast a doubt on the solvency of the Buyer, we shall be entitled to withhold our performance until the Supplier has rendered counter-performance or provided a collateral/security.

If the Supplier fails to provide either the full consideration or a suitable collateral/security within one week of being requested to do so, we shall be entitled to withdraw from the contract in whole or in part. § 323 German Civil Code (BGB) shall apply accordingly.

Our right to assert further claims as provided for by law remains unaffected.

5.6 The assignment of claims of the Buyer arising from the business relationship requires our express written consent and is otherwise prohibited. § 354 lit. (a) of the German Commercial Code (HGB) remains unaffected.

5.7 Unless otherwise agreed, prices are exclusive of the respective statutory value added tax or any other taxes, customs duties or other import or export fees. In the event that taxes or public charges of any kind are introduced or increased upon conclusion of the contract the Buyer, we may add the cost increase to the agreed price accordingly.

6. Marking/labelling

We may mark/label the goods manufactured by us with our company name, our company logo or our identification number in an appropriate form that does not affect the design of the goods in a relevant manner.

7. Condition of the goods

7.1 A specific quality of the goods delivered by us is owed only if we have expressly agreed specific quality features (subjective requirements) with the Buyer in writing or in text form. Should we have agreed to subjective requirements (e.g. in specifications), these are complete and final. Whether or not additional or alternative objective requirements and assembly requirements for the goods exist, is not relevant.

Unless otherwise agreed in the contract, no obligations exist that would refer to the suitability of the packaging material for direct contact with foodstuffs. We therefore accept no liability for any damage to goods or packaging resulting from direct contact without express written agreement.

7.2 The goods are in conformity with the contract with regard to print and processing if the printing result and the processing quality are within the tolerances reflecting the respective state of the art.

7.3 Samples provided by us are manual or plotter samples that may deviate from machine production in terms of material, appearance (e.g. punch bridges, colour) and processability (e.g. creasing resistance). These circumstances are well known in the industry. We are therefore not liable for such deviations.

7.4 The Buyer is aware that processing of the goods after prolonged storage may result in sensory flaws and external flaws, e.g. crease edge breakage and colour changes, and technical flaws, e.g. poorer running properties, adhesiveness, colour adhesion and flatness. If the Buyer causes the original agreed call-off or delivery dates to be exceeded by more than 6 months, it accepts such signs of aging as the contractual condition of the goods.

7.5 To the extent that the use of the delivered goods or the products resulting from the use of the goods are subject to statutory regulations (e.g. in the case of use of the goods for cosmetic products, medical products, medicinal products, foodstuffs or drink and tobacco) and to the extent that this is not expressly agreed otherwise, it is the responsibility of the Buyer to examine whether or not the goods are

suitable for this type of use and whether or not the products comply with the relevant statutory regulations.

8. Warranty for defects, damages, complaint-related duties

8.1 The goods must be inspected by the Buyer as soon as reasonably practicable after delivery to the Buyer. The goods are deemed approved by the Buyer with regard to obvious defects or other defects that would have been recognisable upon inspection if we do not receive a written notice of defect as soon as reasonably practicable, however no later than within 5 working days after delivery.

With regard to defects that are not recognizable during an inspection, the goods are deemed approved by the Buyer if we do not receive a written notice of defect as soon as reasonably practicable, however no later than within 5 working days after discovery of the defect. If the Buyer fails to properly inspect the goods and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded as provided for by law.

8.2 Complaints and notices of defects asserted against third parties, e.g. commercial agents or carriers, do not constitute notices of defects or notices of defects asserted against us in due form and time.

8.3 Claims for defects on the part of the Buyer are subject to the Buyer proving that the cause of the defect already existed at the time of the transfer of risk.

8.4 The statutory provisions on supplier recourse pursuant to §§ 445 lit (a), 445 lit. (b) BGB shall only apply if we are at fault.

8.5 The period for asserting warranty claims ("warranty period") is one year from the transfer of risk. The same shall apply to the time limit pursuant to § 445b (1) BGB.

§ 445 lit. (b) (2) BGB shall not apply.

8.6 We shall not be responsible for defects resulting from the fact that we have used materials specified by the Buyer (such as cardboard, adhesives, paints, varnishes or printing forms) or have followed the Buyer's work instructions. The same applies to defects based on the fact that the Buyer has instructed us to use specific services of third parties. In such cases, the Buyer itself must ensure that its specifications do not affect the non-defectiveness of the goods, unless the unsuitability of the specified materials, work instructions or service providers would have been known to us and we would have concealed this from the Buyer.

8.7 We assume no responsibility for texts, illustrations, graphic representations, barcodes, etc. provided by the Buyer, which we print on the folding boxes. In particular, the Buyer is responsible to ensure that no third-party rights, such as industrial property rights or copyrights, or statutory or delegated rights are infringed and shall

indemnify us against any third-party claim upon first demand. Furthermore, we shall not be liable, in particular, for any advertising texts or other information provided by the Buyer relating to the packaging material (such as statements on sustainability) and shall not be obliged to check their accuracy.

We also accept no responsibility if the Buyer re-uses information that we provide in connection with the sustainability of the packaging material (e.g. on climate neutrality, recyclability, etc.) in the advertising of its products to its customers.

It is the sole responsibility of the Buyer to check whether the use of such advertising statements is also permissible towards its customers, because different audiences (e.g. companies, consumers) may interpret these statements in different ways and this point has not been fully addressed by law.

8.8 Any declarations of conformity, specific quality agreements or specifications issued by us do not constitute a "guarantee" and do not provide for strict liability. In particular, they do not release the Buyer from its obligation to check the goods before processing - also by carrying out appropriate analyses - whether they are suitable for the respective packaging.

8.9 In the event of a timely and justified complaint regarding the goods, we shall be entitled to choose, at our discretion, to either take back the defective goods and replace them with goods in conformity with the contract or to rectify the goods delivered, provided that this is possible and reasonably acceptable for the Buyer.

8.10 If no rectification or replacement is made within a reasonable period of time or if this fails, the Buyer shall be entitled, at its discretion, to either withdraw from the contract or to demand a reduction of the purchase price. In the case of insignificant defects, withdrawal is excluded.

8.11 If the Buyer or one or more third parties complain about the delivered goods, we must be informed as soon as reasonably practicable. This also applies in the event of an in-house suspension, recall or public warning concerning the goods supplied by us.

9. Liability

9.1 Our liability to pay damages, regardless of the legal basis (including claims in tort), shall be governed by the statutory provisions, provided that the damage is due to intent, bad faith or gross negligence on our part or on the part of our representatives or agents ("Erfüllungsgehilfen" as defined in § 278 BGB). We shall not be liable for ordinary negligence unless we are guilty of breach of a fundamental contractual duty or have assumed a guarantee. The limitation of liability shall not apply in cases of injury to life, body or health of an individual. Liability based on the provisions of the Product Liability Act shall also remain unaffected. A fundamental contractual duty is a duty whose performance is necessary to execute the contract

properly at all and which the Buyer can reasonably expect to be fulfilled.

9.2 Claims for damages by the Buyer are limited to the typical, foreseeable damage. Unless otherwise agreed, the total remuneration (net) agreed in the respective individual contract shall be deemed to be the foreseeable, typically occurring damage and, in the case of recurring obligations or purchase or supply contracts with longer terms, the total remuneration (net) paid annually. The limitation shall not apply to claims based on intentional, fraudulent or grossly negligent conduct on our part, our legal representatives or agents. Furthermore, the limitation shall not apply to liability for damage based on injury to life, body or health of an individual, breach of a guarantee and in cases of liability under the provisions of the Product Liability Act.

9.3 To the extent that exclusions and limitations of liability apply, these shall apply to the same extent in favour of our executive bodies, legal representatives, staff and agents.

10. Prescription period

10.1 The warranty period (including claims for damages) is one year from the transfer of risk. The same shall apply to the time-limit pursuant to § 445b (1) BGB, § 445b (2) BGB shall not apply.

10.2 The above provision shall not apply in the event of recourse against businesspersons or businesses ("Unternehmerregress") if the last contract in the supply chain is a purchase of consumer goods (§ 478 et seq. BGB) and to claims for damages based on injury to life, body or health of an individual. Furthermore, they shall not apply in the event of intent, bad faith or gross negligence on our part, on the part of our legal representatives or agents.

11. Retention of title

11.1 Goods delivered shall remain our property as goods subject to retention of title ("Retained Goods") until the purchase price has been paid in full and until all claims already existing from the business relationship and ancillary claims existing in close connection with the goods delivered (default interest, default damage, etc.) have been settled. Including individual claims in a current account or balancing the account and acknowledging the same shall not suspend the retention of title.

11.2 Until further notice, the Buyer shall be authorized to process Retained Goods in the ordinary course of its business. If Retained Goods are processed by the Buyer or by a third party commissioned by it and then become a new movable item, the processing shall be carried out on our behalf but without any obligation on our part. The new item becomes our property. In the event of processing together with goods not supplied by us, we shall acquire co-ownership in the new item in proportion to the current value of the Retained Goods to the other goods at the time of processing. If Retained Goods are combined, mixed or amalgamated with goods not supplied by us as provided for in §§ 947, 948 BGB, we shall become co-owners pursuant to the statutory provisions. If

the Buyer acquires sole ownership by way of combination, mixing or amalgamation, it hereby assigns to us co-ownership in proportion to the current value of the Retained Goods to the other goods at the time of the combination, mixing or amalgamation. Such item owned or co-owned by us shall also be deemed to constitute Retained Goods within the meaning of the following provisions.

11.3 For the duration of the retention of title, the Buyer shall store the Retained Goods free of charge with the diligence of a prudent businessperson and insure them sufficiently at its own expense. It is obligated to provide us with the corresponding proof of insurance upon request and to assign the claims from the insurance contract to us by way of security.

11.4 Until further notice, the Buyer shall be entitled to resell or use the Retained Goods in the ordinary course of its business. However, this shall only apply provided that pre-assigned claims under Clause 11.5 below have actually been transferred to us. The Buyer is not entitled to use Retained Goods in any other way, in particular not to pledge them or assign them as security.

If the Buyer is in default of payment, it shall only be entitled to resell Retained Goods if it instructs its purchaser to pay the purchase price directly to us. If we are only co-owners of Retained Goods, the Buyer must only instruct its purchaser to pay directly to us the share of the purchase price corresponding to the invoice value of the Retained Goods we have delivered.

11.5 The Buyer hereby assigns to us in advance all claims arising from resale of the Retained Goods. We accept this assignment. If we are only co-owners of the Retained Goods, the prior assignment agreed in sentences 1 and 2 above shall only apply to the amount of the invoice value of the Retained Goods we have delivered.

11.6 The Buyer shall remain entitled to collect the assigned claims until further notice. Our right to collect claims ourselves shall remain unaffected. However, we shall not collect claims as long as the Buyer meets its payment obligations from the proceeds collected, is not in default of payment and, in particular, as long as no petition has been made to open insolvency proceedings or the opening of such proceedings has been rejected for lack of assets. Upon request, the Buyer shall name to us the debtors of the assigned claims, stating the address, and notify them of the assignment. We are also authorized to notify the debtors of the assignment ourselves.

11.7 If we are entitled to withdraw from the contract due to violation of duty by the Buyer, in particular due to default in payment, the Buyer shall return the items delivered under retention of title to us as soon as reasonably practicable after we have declared our withdrawal and request for surrender. The Buyer bears the costs for the return. In this case, we may also revoke the authorization to resell Retained Goods, to process, mix or amalgamate them and to collect the claims assigned as security. These

revocation options are also available to us if the Buyer is threatened with insolvency, it does not meet its payment obligations arising from the business relationship by the due date, a petition has been filed to open insolvency proceedings against the assets of the Buyer or the opening of such proceedings has been rejected for lack of assets.

11.8 Retained Goods and claims assigned by way of security must not be pledged to a third party or transferred as security before full payment of the secured claims is received. The Buyer must notify us in writing as soon as reasonably practicable of any compulsory enforcement measures by a third party against the Retained Goods or the assigned claims, and hand over all necessary documents, in particular a copy of the compulsory enforcement record. At the same time, the Buyer must send us an affidavit stating that the goods subject to the enforcement measure are goods delivered by us and subject to our retention of title. The costs of our intervention against the enforcement measure shall be borne by the Buyer, unless they are reimbursed by the third party.

11.9 We undertake to release the securities to which we are entitled at the Buyer's request to the extent that the value of our securities exceeds the claims to be secured by more than 10%. We have the right to select what securities are to be released. Upon settlement of all our claims against the Buyer, ownership in the Retained Goods and the assigned claims shall pass to the Buyer.

12. Force majeure

We shall not be liable for the impossibility, delay or impaired quantity of the delivery, insofar as this was caused by an event of force majeure or other events for which we were not responsible and which were unforeseeable at the time of the conclusion of the contract. Events of force majeure and unforeseeable events within the meaning of the preceding sentence are, in particular, war, civil war, terrorist attacks, work disruptions and interruptions, impossibility, delays or considerable economic difficulties (in particular inflation) in the procurement of raw materials or in the procurement of energy or other means of production, delay in transport, strike, lockout, energy shortage (in particular due to a gas shortage incident), difficulties in obtaining official permits, official measures, pandemics or epidemics or non-delivery, incorrect delivery or late delivery by upstream suppliers for which we are not responsible. If we are unable to comply with delivery times or agreed delivery quantities due to such events, we shall inform the Buyer thereof as soon as reasonably practicable. If such events are only temporary, the delivery times shall be extended accordingly. If such events make it considerably harder or impossible for us to carry out the delivery and if the hindrance is not only of a temporary nature, we are entitled to demand that the contract be amended or to withdraw from the contract in whole or in part; in the latter case, any payment already made or any other counter-performance already rendered must be refunded to the Buyer as soon as reasonably practicable. In

particular, we are also entitled to reduce agreed delivery quantities to a reasonable extent and until the end of the event.

13. Applicable law, place of jurisdiction

13.1 These Conditions and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods. This also applies in the case of cross-border deliveries.

13.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Nuremberg, provided that the Buyer is a tradesperson, a legal entity under public law or a special fund under public law.

13.3 If a non-German version of the Terms and Conditions of Sale exists, the German version shall prevail in the case of doubt or contradictions.

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