

## General Terms and Conditions for Sale, Payment and Delivery

### Section 1 General terms and conditions

- (1) The conditions below are an integral part of the contract made with us.
- (2) Our general conditions of sale shall be applicable in their respective latest version, including for all subsequent business, without the need for this to be expressly stated or agreed at the time of said business being completed.
- (3) We hereby reject any contradictory assertions, counter-offers or other quotations by the buyer made in reference to their own terms and conditions; any buyer's conditions that differ from ours shall only apply if confirmed by us in writing.
- (4) The buyer may only transfer their rights arising from transactions with us if we have provided our express consent for said transfer.

### Section 2 Offers; Orders

- (1) Our offers – particularly those relating to quantity, price and delivery time – are always non-binding and subject to alteration.
- (2) Orders by the buyer are only accepted once confirmed in writing. If an agreement is made verbally or over the telephone and we do not provide specific written confirmation, then the invoice issued by us serves as confirmation.
- (3) Models, samples and illustrations are non-binding. All illustrations, sketches, drawings and documents are subject to unlimited copyright and our own property rights. Any use of these items requires prior written consent from us and if the order is not placed with us, they must be returned to us. Any copies, included electronic copies, must be deleted or destroyed.

### Section 3 Prices

- (1) Our prices are quoted exclusive of any Value Added Tax that may apply at the time of delivery.
- (2) If there are any changes to legislation between the completion of the contract and delivery which give rise to additional or increased taxes – in particular customs duties, levies or currency adjustments – we reserve the right to increase the agreed sales price accordingly. This also applies to any inspection fees.
- (3) In the event of a contract in which one party has an obligation for more than 3 months, or for continuing obligations, if there is a significant change in the price of raw materials (in particular paper or plastic) amounting to an increase of at least 10% after the sale price was agreed / the contract was completed, then the agreed prices may be increased in proportion with the additional cost. The customer shall be informed of this. This also applies in the event of price reductions.

### Section 4 Shipping; Deliveries

- (1) Goods are not insured for transport and always sent at the buyer's risk. This also applies to freight-paid deliveries, regardless of what mode of transport is used. Transport insurance is only arranged if expressly requested by the buyer. Any additional costs arising from this insurance shall be borne solely by the buyer.
- (2) Unless otherwise agreed in writing, the place of dispatch, the carrier and the mode of transport shall be selected by us to the best of our judgment, without assuming any liability for the cheapest and quickest means of supply.
- (3) If the buyer provides the means of transport, then they shall also be responsible for ensuring the provision is made on time. We must be informed of any delays in good time. Any additional costs arising from said delays shall be borne by the buyer.
- (4) We reserve the right to make partial deliveries where appropriate.
- (5) Our delivery obligations shall at all times be subject to timely and correct deliveries by our own suppliers.
- (6) Any delivery and unloading times given are non-binding unless otherwise agreed expressly in writing.
- (7) Any obstructions to delivery caused by force majeure or due to unforeseeable events not caused by us, such as operational disruption, strikes, lockouts, government orders, the subsequent stoppage of imports or exports, as well as reservations relating to our own suppliers as outlined in point (5) above shall, for their duration and in accordance with their impact, relieve us from the obligation to adhere to any agreed time for delivery and unloading. Such events shall also give us the right to rescind the contract without the buyer having any right to compensation or other associated claims. In the event of delivery delays caused by force majeure, we shall also be entitled to postpone the delivery date for an appropriate length of time or until the impediment no longer presents an obstacle.
- (8) If an agreed delivery or unloading time is exceeded for any reason other than the obstructions outlined in point (7) above, the buyer shall grant us a reasonable extension period of two weeks, in writing. If this grace period is also exceeded and we are culpable for the delay, then the buyer shall have the right to rescind the contract but shall have no right to seek compensation for breach of contract or default, unless we are liable due to wilful misconduct or gross negligence on our part.

### Section 5 Obligation to Inspect and Notify of Defects

- (1) The buyer is obliged to check the goods upon receipt at the agreed destination or, in the case of customer collection, at the point of acceptance immediately to ensure that
  - (a) the quantity, weight and packaging are in order, and any complaints or objections in this regard must be noted on the delivery note or waybill, acknowledgment of receipt / shipping note, and
  - (b) a quality control check is carried out by taking a random, representative sample of an appropriate size, opening the packaging (boxes, bags, cans, sheets etc.) and checking the goods themselves based on their visible external quality.
- (2) In the event of any complaints regarding defects, the buyer must adhere to the following procedure and deadlines:
  - (a) Any complaints must be made by the end of the next working day after the day on which the goods were delivered at the agreed destination or on which they were collected. In the event of a complaint relating to a defect discovered after the initial inspection described in point (1) when the goods initially appeared to be in order, a different deadline shall apply; in this case the complaint must be made before the end of the working day following the observation of the defect, but no later than two weeks after the goods were delivered or collected.
  - (b) The complaint must be made within the aforementioned timeframe in writing, by letter, telegram, telex or fax. It is not sufficient to report the defect by telephone alone. Any complaints regarding deficiencies relating to sales representatives, brokers or agents shall not be taken into consideration in this regard.
  - (c) The complaint must clearly detail the nature and extent of the deficiency.
  - (d) The buyer is obliged to hold the rejected goods at the place of inspection, ready for inspection by us, our suppliers or experts appointed by us.
- (3) Any complaints relating to the quantity or packaging of goods shall not be taken into consideration unless recorded on the delivery note, waybill or acknowledgment of receipt as outlined in point (1) (a) above. Furthermore, complaints will not be accepted if the buyer mixes, uses, resells or begins processing the delivered goods.
- (4) Any defective goods that are not reported in accordance with the procedures and deadlines outlined above shall be considered as approved and accepted.

### Section 6 Guarantee; Limitation of Liability

- (1) In the event of a factually justified complaint being made in accordance with the above procedure and deadlines, the buyer shall be entitled to request a reduction in the purchase price, however we reserve our right to take back the defective goods instead.
- (2) The buyer has no other rights to further claims. In particular, we shall not be liable to pay any compensation to the buyer due to breach of contract on default, unless the goods delivered by us are lacking a feature that was expressly guaranteed by us or in the case of wilful misconduct or gross negligence on our part.

### Section 7 Payment

- (1) Our purchase prices are fundamentally required to be paid "net cash", without any deductions, immediately upon receipt of the invoice, unless a different payment date is agreed in writing. For all e-commerce or orders from our online store, payment must be made up front.
- (2) We only accept bills of exchange or cheques upon special agreement and only on payment of account. Any discount and bill of exchange charges shall be borne by the buyer and must be paid immediately.
- (3) If the amount invoiced is not paid within 10 calendar days of the date of the invoice or any other specified due date, we shall be entitled to charge interest at a justifiable amount that will be at least 3% over the base rate set by the ECB, without notice.
- (4) If the buyer ceases to conduct regular business operations, in particular in cases of impoundment or seizure, a cheque or bill of exchange being protested or there is a delay in payments, or in the event of bankruptcy or judicial or extrajudicial insolvency proceedings, or if insolvency proceedings have been opened relating to them in accordance with German law, then we shall be entitled to receive all payments arising from the business relationship immediately, even if we have accepted bills of exchange or cheques. This shall also apply in the event that the buyer delays or defaults in their payment to us or other circumstances come to our attention that cast doubt over the buyer's creditworthiness. In such a case we shall also be entitled to insist on advance payments or collateral securities, or to withdraw from the contract.
- (5) The buyer shall only be entitled to offset, withhold or reduce payment if the counterclaims made by them in this regard have been legally upheld or expressly acknowledged by us.

### Section 8 Obligations in accordance with Packaging Regulations

- (1) If the supplier, on behalf of the buyer, affixes to the products any symbols relating to a waste disposal system as outlined in Section 6, paragraph 3 of the German Packaging Regulations "VerpackV", e.g. "The Green Dot", then the customer shall be considered a "distributor" of the symbol as defined under "VerpackV", and must therefore pay fees directly to the waste disposal system.
- (2) If the customer breaches the terms of the regulations under "VerpackV" and this gives rise to claims being brought against the supplier, then the customer shall be obliged to reimburse the supplier for any expenses that arise in connection with these claims.
- (3) If the packaging constitutes service packaging filled with goods, as defined in Section 3, paragraph 1, point 2, subsection 2 of the "VerpackV" regulations, which private end consumers typically accrue and which are put into circulation for the first time by the customer, then the terms under point 1 shall apply accordingly if the customer decides for themselves to participate in such a system. As outlined under Section 6, paragraph 1, subsection 2 of the "VerpackV" regulations, if the customer requests from the supplier that the supplier participates in one or more waste disposal systems under Section 6, paragraph 3 of "VerpackV" in relation to the packaging delivered by the supplier to the customer, and that they provide a corresponding declaration of compliance in accordance with Section 10, paragraph 3 of "VerpackV", then the following shall apply:
  - (a) The supplier shall only take on the obligations under Section 6, paragraph 1, point 2 of "VerpackV" and Section 10, paragraph 3 of "VerpackV" if the customer specifically asks the supplier to do so in writing. In this case, the supplier must confirm written request to the customer in writing.
  - (b) If the supplier takes on the participation in a waste disposal system in accordance with Section 6, paragraph 3 of "VerpackV" and the submission of a declaration of compliance in accordance with Section 10, paragraph 3 of "VerpackV" for the customer, then the customer shall be obliged to reimburse the supplier for any costs that arise from this, including any costs relating to administrative expenses for commencing the use of the waste disposal system in accordance with Section 6, paragraph 3 of "VerpackV" (e.g. Dual System), as well as the costs for submitting the declaration of compliance and, if required, the costs for applying the symbol for a waste disposal system such as the "Green Dot" in full.

- (c) The costs for taking on the use of a waste disposal system, for submitting a declaration of compliance and, if required, the costs for applying the symbol of a waste disposal system such as the "Green Dot" shall be listed separately on the customer's invoice for every delivery of service packaging carried out. The basis for this shall be the schedule of fees stated for the waste disposal system being used.
- (d) The supplier is free to select which waste disposal system they use.

## Section 9 Printing

- (1) The supplier uses standard printing ink for printing. If there are specific requirements for inks, such as a high level of light resistance, alkali resistance, abrasion resistance, suitability for contact with foodstuffs etc., then the customer must clarify this specifically when placing their order. No guarantees can be made for the light resistance of materials and printing ink, as the raw materials and ink suppliers themselves cannot provide a guarantee for light resistance. It is also not possible to make any guarantees for the abrasion resistance levels of printing ink. The supplier reserves the right to small variations in inks, to the extent that these are common in the industry. They shall not entitle the customer to reject the goods or to receive a reduction in the price. Test prints shall be submitted before final printing if the customer expressly requests this service, or if the supplier deems this to be necessary.
- (2) For plastic products, the supplier cannot provide any guarantees against plasticiser migration or other similar migration phenomena, or for any consequences arising therefrom. If the supplier is liable for deviating from item IX, point 2, subsection 1, then the conditions under item XIII shall apply.
- (3) The supplier shall not be responsible for the consequences of faults in the "film masters" or other similar materials provided by the customer for printing standardised commodity codes or other similar codes, nor for any difficulties or other consequences that may arise from the printing of such codes. "Film masters" provided by the customer also includes any printing proofs approved by the customer which contain a standardised commodity code.
- (4) EAN barcodes are printed in accordance with current state of the art, taking into account the relevant implementation regulations set by CCG (see series co-organisation, issue 2, The EAN Barcode). It is not possible to give any further assurances, in particular any assertions regarding readability at store tills, due to potential influences on the barcodes after delivery caused by the customer and a lack of consistent measuring and reading techniques.
- (5) The supplier shall not be held liable for any faults that arise due to printing plates or templates provided by the customer and/or their agents or representatives. If the supplier notices errors in any text or images during production and this causes production to be delayed or stopped, then the customer shall bear any of the additional costs associated with this.

## Section 10 Materials, Design and Tolerances

- (1) Recycled raw materials are carefully selected by the supplier. However, regenerated foils and recycled paper may vary slightly from batch to batch in terms of surface finish, colour, purity, odour and physical properties, none of which shall entitle the customer to a claim for defective materials. However, the supplier shall be obliged to cede to the customer any warranty and/or compensation claims brought against the supplier due to the quality of regenerated foils and recycled paper.
- (2) Variations in paper grammage shall be tolerated by the customer to the same extent that they are tolerated in the terms and conditions that the supplier has agreed with the producer of the materials being used by the supplier. Unless stated otherwise in said terms and conditions, the tolerances shall be as follows:
- (a) Paper in relation to the agreed grammage: +/- 10%
- (b) Plastic film in relation to the agreed thickness: +/- 15 %
- (3) Dimensional deviations to be tolerated by the customer: +/- 10 mm in length and width
- (4) For all items produced, the supplier reserves the right to deliver up to 10% over or under the agreed quantity.

## Section 11 Retention of title

- (1) The goods delivered by us shall remain our property until the buyer has paid all amounts due for the transaction, including any remaining balance due on a current account or refinancing or return bills.
- (2) The buyer shall be entitled to sell on the goods delivered by us in the normal course of business. This right hereby granted shall cease in the cases specified in Section 8 (4). Furthermore, we shall retain the right to withdraw the buyer's right to resell with a written declaration if they default in the fulfilment of their obligations towards us, in particular with regards to their payments, or if any other circumstances become known that cast doubt upon their creditworthiness.
- (3) With regards to the buyer's right to use and process the goods delivered by us, the restrictions specified in section 2 shall apply. Processing the goods shall not mean that the buyer has any ownership over the partially or completely finished new items; processing shall be completed free of charge exclusively for us as the manufacturers in accordance with Section 950 of BGB (German Civil Code). However, if our right to retention of title is removed for any reason, then we and the buyer hereby agree that the ownership of the processed items shall be transferred to us, we shall accept said transfer and the buyer shall remain the custodian of the items, free of charge.
- (4) If our goods supplied under retention of title are inseparable processed or mixed with goods belonging to a third party, we shall have co-ownership of the new items or mixed goods. The extent of the co-ownership shall be determined by the proportion of the value of the goods delivered by us under retention of title versus the value of the other third-party goods.
- (5) Goods for which we hold full or co-ownership in accordance with sections (3) and (4) above shall also be treated as goods under our own retention of title, the same as goods delivered under retention of title as described in section (1) above, for the following terms and conditions.
- (6) As of now, the buyer shall assign to us any claims arising from reselling the goods covered by retention of title. Claims arising from reselling goods also include claims against a bank that has issued or confirmed a letter of credit to the buyer (= the reseller) as part of the resale. We hereby accept such an assignment. If the goods under retention of title are a processed product or mixed goods containing only goods delivered by us and items that either belong to the buyer that have been delivered to the buyer under so-called simple retention of title, then the buyer shall assign all claims arising from resale to us. In the event of prior cessations being granted to us and to other suppliers simultaneously, we shall be entitled to a proportion of the resale proceeds that corresponds proportionally to the value of our goods versus the value of the other processed or mixed goods.
- (7) Where our total claims shall be secured without doubt through the aforementioned assignment or retention of title by more than 125%, the surplus of the outstanding accounts or items under retention of title must be released upon the buyer's request, at our discretion.
- (8) The buyer shall be authorised to collect any receivables arising from the resale of goods. This authorisation to collect receivables shall cease to exist if the buyer ceases to have regular business operations according to the provisions stipulated in Section 8 (4). Furthermore, we shall be entitled to revoke the buyer's authorisation to collect receivables if they default in their obligations towards us, in particular with regards to payments, or if other circumstances become known which cast doubt upon their creditworthiness. If the authorisation to collect receivables ceases or is revoked by us, then the buyer must, upon our request, immediately inform us of the debtors of any assigned claims and provide us with the information and documents required to collect the claims.
- (9) In the event of a third party accessing goods that are owned by us under retention of title, or any receivables assigned to us, the buyer shall be obliged to notify said third party of our ownership and rights and inform us immediately. The costs of any intervention shall be borne by the buyer.
- (10) In the event of conduct that breaches the contract, in particular defaulting on payment, the buyer shall be obliged, at our first request, to return to us any goods under our retention of title and assign to us any repossession claims against any third party in relation to such goods. In the event of goods under our retention of title being taken back or seized by us, this shall not constitute a withdrawal from the contract.
- (11) In the cases described under Section § 8 (4) we may request that the buyer informs us of any claims arising from the resale which have been assigned to us, as well as the debtors thereof, in accordance with Section 9 (6). We shall then be entitled to disclose the assignment at our own discretion.

## Section 12 Industrial Property Rights

It shall be the customer's responsibility to check whether any documents provided by the customer infringe the rights of any third parties, in particular copyright and industrial property rights (registered designs, patents, utility models, trademarks). If the supplier has claims brought against them by third parties due to a breach of copyright and/or industrial rights, or due to an infringement of laws relating to unfair competition due to the use, exploitation or copying of documents and/or templates provided by the customer, then the customer must support the supplier in its defence against this legal violation and reimburse the supplier for all damages, including legal fees and processing costs, that may arise for the supplier in this regard.

## Section 13 Storage

- (1) If an agreement is reached regarding the establishment of call-off warehousing, then the customer shall bear all of the stock management costs (stock entry and removal costs, goods insurance costs or monthly storage costs), unless otherwise agreed in writing.
- (2) The maximum storage duration is 12 months after goods enter the storage warehouse. coepto shall be entitled to deliver the goods to the customer and invoice for them in full once this time period has elapsed.
- (3) In the event of a negative change to a credit rating by a recognised credit ratings agency, or in the event of a partial or full cancellation of commercial credit insurance by our credit insurers, coepto shall be entitled to deliver the stored goods to the customer immediately and invoice for them in full.

## Section 14 Final Clauses

- (1) The place of delivery for the goods shall be the respective destination.
- (2) For us, the place of jurisdiction for any disputes arising from the contractual relationship shall be Cologne, Germany.
- (3) German law shall apply. International law regarding sale of goods is excluded. This also applies expressly to the application of United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (4) If any of the individual terms under these general terms and conditions of sale is found to be invalid, this shall not affect the validity of the remaining terms and conditions. Invalid terms shall be considered to be replaced by suitable, valid terms that fulfil the economic intention of the original invalid term as far as possible.