

General Terms and Conditions of Purchase (GTCP) of MERSEBURGER Verpackungen GmbH, Merseburg (hereinafter referred to as MERSEPACK) Version: 12-07-2021

1. Scope

1.1 Our GTCP shall apply to all deliveries and services of our business partners and suppliers, hereinafter referred to as Supplier. Our GTCP shall only apply if the Supplier is an entrepreneur according to section 14 of the German Civil Code (BGB) or a legal entity under public law or a special fund under public law. They shall apply in particular to contracts for the purchase and/or delivery of movable goods or rights (hereinafter referred to as Goods), irrespective of whether the Supplier manufactures the Goods itself, if necessary, including the use of raw materials provided by us, or purchases them from suppliers with and without further processing. They shall also apply in their respective current version to future contracts with the same Supplier without being referred to again specifically. We will inform the Supplier immediately of any changes to our terms and conditions.

1.2 Our GTCP shall apply exclusively; any conflicting, supplementary or deviating terms and conditions of the Supplier shall expressly not apply, even if we accept the Supplier's delivery without reservation in the knowledge of conflicting terms and conditions of the Supplier.

1.3 Individual agreements with the Supplier (including collateral agreements, supplements and amendments) shall take precedence over our GTCP, provided they were at least put down in writing.

1.4 Legally relevant declarations of any kind, setting of deadlines, reminders, declarations of withdrawal must at least be in writing to be effective. The list of written form requirements in our Terms and Conditions is therefore only exemplary and not exhaustive.

2. Conclusion and scope of contracts, Supplier's rights and obligations

2.1 Orders placed by us shall only be legally binding when in writing. The Supplier shall notify us in writing of any obvious errors and incompleteness of orders, including order documents for the purpose of correction or completion prior to acceptance, otherwise, contracts shall be deemed not to have been concluded. The written form of our order shall be deemed to have been complied with in the case of electronic data transmission or by data carrier or by fax.

2.2 If the Supplier does not immediately accept the order in writing, we shall be entitled to revoke the order. If the Supplier accepts the order with deviations, such deviations shall be clearly indicated in the acceptance. In that case, a contract shall only be concluded if we agree with such deviations in writing. A delayed acceptance shall be deemed a new offer and shall require acceptance by us.

2.3 In the case of informal, i.e., verbal or telephone business transactions, the order in writing from us shall be deemed to be a commercial letter of confirmation.

2.4 In the absence of an agreement to the contrary, delivery schedules for continuing obligations shall become binding if the Supplier does not object in writing within two working days (6-day week) of receipt of the delivery schedule.

2.5 Cost estimates shall be binding and shall not be remunerated unless expressly agreed otherwise individually in writing.

2.6 MERSEPACK may also request changes to delivery items after conclusion of contracts, provided that this is reasonable for the Supplier. In the event of such a change to a contract, the effects must be adequately taken into account by both parties, in particular with regard to additional or reduced costs, product quality and, at least in text form, delivery dates, and must be communicated by the Supplier without delay.

2.7 Supplies and services shall be manufactured and delivered by the Supplier as manufacturer in compliance with the latest state of the art. They shall comply with the statutory and other provisions of the Federal Republic of Germany, the EU and those countries to which the deliveries and services are resold by us or by our customers, the latter insofar as we indicate this before conclusion of a contract. Insofar as offers from Suppliers have been submitted to our orders on the basis of Supplier Product Data Sheets, the product quality is thereby agreed. The same shall apply if we base our quotation requests and orders on technical data sheets, specific MERSEPACK specifications, which are then agreed as the quality of the products upon conclusion of contracts.

2.8 The Supplier shall warrant that its supplies and services do not contain any substances prohibited in the EU.

2.9 The transfer of ownership of any delivered goods to MERSEPACK shall be unconditional and without regard to the payment of the purchase price. We object to any current account retention.

2.10 MERSEPACK reserves the property rights and copyrights to illustrations, plans, drawings, invoices, execution instructions, product descriptions and other documents such as means of production etc. Insofar as they are essential for the fulfillment of a contract, the Supplier shall, within the scope of its expertise, be obliged to check and point out any inconsistencies, errors, contradictions or other defects. The Supplier shall bear sole responsibility for its plans and calculations for contractual services even if we approve them.

2.11 The Supplier undertakes to use all documents exclusively for the performance of contracts for MERSEPACK, not for its own or third parties' purposes and not to make them available to any third parties, unless approved by us in writing.

2.12 The same shall apply to substances and materials as well as to tools, templates, samples and other objects which MERSEPACK provides to the Supplier for the manufacture of contractual products. Such items shall be stored separately at the Supplier's expense, i.e., recognizably separated from third-party products, marked as being the property of MERSEPACK and insured to a reasonable extent against destruction and loss (all-risk insurance) at replacement value and used exclusively for the performance of the contract for the benefit of MERSEPACK. The Supplier shall surrender such items to MERSEPACK or to a company/person designated by MERSEPACK at least in writing, without any right of retention therein upon MERSEPACK's first request, or delete such items upon request.

2.13 The involvement of subcontractors and the relocation of the production site shall require our prior consent in writing, if we provide raw materials.

2.14 Subcontractors shall be named in the offer with their registered office, including the respective scope of delivery and services.

2.15 The Supplier shall ensure by means of appropriate agreements, at least in writing, that any subcontractor approved by MERSEPACK complies with all assumed tasks and obligations in the same way as the Supplier itself and shall prove this to MERSEPACK upon request.

2.16 MERSEPACK shall be entitled to conclude contracts with the Supplier's subcontractors for other supplies and services.

3. Special confidentiality / developments and rights

3.1 The Supplier shall treat the conclusion of contracts, their contents and scope as confidential even beyond the end of such contracts and shall not be authorized to advertise the business relationship without MERSEPACK's prior consent.

3.2 The Supplier undertakes to keep secret all information and documents marked as confidential by MERSEPACK (e.g., technical and other data, measured values, calculations, documentations, know-how, drawings insofar as they are not generally or publicly known), not to make them accessible to third parties without our consent and to use them only for the purpose of fulfilling the respective order for MERSEPACK. They are considered trade secrets.

3.3 In the case of research, development, construction, engineering and other orders which involve the preparation of a technical solution to a problem for us, all inventions / developments of the Supplier which it makes / obtains in the performance of the contract shall be the sole property of MERSEPACK, irrespective of the question of their eligibility for industrial property rights. This also includes the right to protect such special rights through appropriate registration. The same applies to any new technical know-how that is not part of the state of the art. We shall grant the Supplier a non-exclusive right to use such rights for the purpose of fulfilling the contracts. The Supplier shall make use of inventions of its employees at the request of MERSEPACK. The supplier undertakes to notify MERSEPACK of the employee invention and the technical know-how in writing within 2 weeks. MERSEPACK shall bear the costs under the Employee Invention Act if MERSEPACK claims the invention after the Supplier. Otherwise, the transfer of rights shall be covered by the contract prices.

4. Scope of delivery, subsequent delivery obligation, outgoing goods inspection, delivery time, delay, contractual penalty

4.1 All deliveries shall be made free MERSEPACK's place of business, duty paid, including packaging and plus transport insurance at the Supplier's expense. In the absence of a deviating agreement in writing, DDP (Incoterms 2020) shall be deemed to have been agreed.

4.2 Partial deliveries or partial services and early deliveries shall only be permissible if agreed on in writing. MERSEPACK shall not be obliged to accept partial deliveries or partial services without prior agreement.

4.3 The deliveries shall be accompanied by detailed documents showing the exact designation of the goods, the part numbers, the order numbers, the quantities as well as the certificates of tests carried out by the Supplier. Any delays in processing and

payment resulting from incomplete information shall not be at the expense of MERSEPACK. We reserve the right to refuse acceptance of the goods at the Supplier's expense and risk in the event of missing shipping documents, in particular certificates of origin or proof under VAT law. The Supplier shall issue and hand over a corresponding declaration of identity as well as a test certificate of conformity per delivery/service in writing with each delivery. The Supplier undertakes to provide us, free of charge and in good time prior to delivery, with all necessary product information, such as operating instructions, maintenance instructions, assembly drawings, etc., safety data sheets, processing instructions, instructions for use, etc., in German and English, and to provide us with all information and documents necessary for proper and legally compliant distribution. Any subsequent changes and updates to the aforementioned product information shall be communicated to us by the Supplier in text form without undue delay and shall also be made available to us free of charge and in a timely manner.

4.4 The Supplier shall be obliged to stock necessary spare parts for the period of the normal service life of the delivery items and to deliver them upon request within a reasonable period of time, as is customary in the business relationship. The Supplier shall also be obliged to inform us immediately in writing when it intends to discontinue production and thus discontinue delivery, so that MERSEPACK can purchase sufficient replacement stock. The supplier shall be obliged to communicate such circumstances in writing at least 6 months prior to discontinuation.

4.5 The supplier shall be obliged to document its functional and quality control and to keep such documentation for at least 10 years after the last delivery. The Supplier owes a 100% outgoing goods inspection.

4.6 Agreed delivery dates and deadlines shall be binding. The receipt of the goods or services at the place of receipt specified by MERSEPACK in the order shall be relevant for compliance with the delivery date or the delivery period. We may reject excess or short deliveries at the risk and expense of the Supplier, because the Supplier is not authorized to make partial deliveries without prior agreement.

4.7 Even in the case of standing orders, we expressly object to a reservation of self-delivery by the Supplier, who shall bear the procurement risk for its services and the material risk until we have accepted the delivery. We object to any embargo clause as well as to any reservation of performance. Delays in delivery shall be communicated immediately in writing, stating the reasons and the expected duration of the delay.

4.8 In the event of a delay in delivery, MERSEPACK shall be entitled to the statutory rights and claims. In particular, MERSEPACK may declare withdrawal from the contract in the event of default on the part of the Supplier and, in addition, claim damages for non-performance.

4.9 Irrespective of the statutory rights and claims in the event of a delay in delivery, MERSEPACK shall be entitled to claim a contractual penalty of 0.3% of the order value per working day (6-day week) from the Supplier, but not more than 10% of the total net order value of the delivery, as a minimum amount of damages from the time of the delay in delivery, in addition to performance. If MERSEPACK accepts the delayed performance, MERSEPACK may claim the contractual penalty at the time of the final payment, at the latest.

5. Prices and terms of payment

5.1 Unless otherwise agreed in writing, payments shall generally be made in Euros. The price shown in the order shall be binding. In the case of continuing obligations, we expressly object to price increase claims by the Supplier even if there is a period of more than 4 months between conclusion of the contract and delivery. The price shall be subject to the statutory VAT applicable at the time of conclusion of the contract if the Supplier provides services that are subject to VAT. The price shall include all services and ancillary services provided by the Supplier, including packaging, transport costs and transport liability insurance, including customs clearance and ancillary customs costs. At MERSEPACK's request, the Supplier shall take back and dispose of packaging material at its own expense.

5.2 The due date shall be upon receipt of a properly prepared invoice, which must contain all order codes and item numbers from our order, as well as after complete delivery or performance. In the case of bank transfers, the payment shall be considered to be on time if MERSEPACK assigns the bank to complete the transfer before the expiry of the payment deadline. MERSEPACK shall not owe any interest on maturity; the interest on arrears shall amount to 5 percentage points per annum above the base interest rate. For the occurrence of default, a reminder in writing by the supplier shall be required in any case.

5.3 Invoices shall only be processed by MERSEPACK if they indicate the order number, material numbers and item numbers as specified in the order and otherwise comply with all legal requirements of German law. Unless otherwise agreed, payments shall be made either within 14 days after the due date of the claim and receipt of the invoice minus 3% discount or net within 45 days.

5.4 Payments shall not imply any acknowledgement of the delivery or service as being in accordance with the contract; they shall also be made subject to invoice verification and inspection of goods.

5.5 In the event of defective delivery or performance, including wrong delivery or underperformance, MERSEPACK shall be entitled to withhold payments in an appropriate amount. MERSEPACK shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, MERSEPACK shall be entitled to withhold due payments, also from the current account relationship, in an appropriate amount as long as MERSEPACK is still entitled to claims from incomplete or defective performance against the Supplier from the same business relationship.

5.6 The Supplier shall only be entitled to a right of set-off or retention on the basis of counterclaims which have become res judicata or are undisputed, and only to the extent that the claims are reciprocal.

6. Quality and defect control/warranties/liability/statute of limitations/audits/controls

6.1 Our voluntary production tests and the inspections shall not release the Supplier from its performance and warranty obligations. The Supplier shall exclusively owe the delivery of goods in compliance with the specifications. They must be packaged in such

a way that any negative influence on the products is excluded and the requirements of good manufacturing practice (GMP) are met. Our inspections also do not constitute an anticipated incoming goods inspection. The Supplier owes a 100% outgoing goods inspection: MERSEPACK shall provide the COA (Certificate of Authenticity) to the Supplier upon conclusion of the respective contract. It shall include a product description and product number with specific details of test parameters, units, standard and results of the test. The COA must be included with the delivery of the contract goods. The Supplier therefore generally waives the objection of late notification of defects pursuant to sec. 377 HGB (German Commercial Code). In the event that the parties do not agree that the Supplier waives the objection of late notice of defects, the following shall apply: Recognizable defects with regard to the quality of the goods can usually only be detected by MERSEPACK during the production process due to the material properties. Therefore, the parties agree that with regard to such recognizable defects a notice of defect shall still be sufficient if it is given within 6 months after delivery. Notices of defects shall be given in writing. In all other respects, clause 6.2 shall apply.

6.2 In drop shipment business, there shall be no inspection by MERSEPACK at all. The voluntary inspection by MERSEPACK shall otherwise be limited, in particular in the case of aluminum deliveries and glass fabrics, to defects which become apparent upon receipt of the goods by external inspection, including the random inspection of the COA; MERSEPACK shall voluntarily inspect transport damage, incorrect and short deliveries. Insofar as acceptance has been agreed, there shall also be no obligation to perform an inspection. In any case, our notice of defect shall always be deemed to have been given without undue delay and in due time if it is received by the Supplier within 4 weeks of discovery of the defect.

6.3 The supplier shall be obliged to immediately inspect any material / raw materials provided by MERSEPACK upon delivery for obvious and recognizable defects, including transport damage. In any case, the Supplier shall be obliged to inspect provided goods / raw materials for defects before further processing. The Supplier shall be obliged to notify MERSEPACK immediately of any defect detected, at least in writing and in advance by telephone.

6.4 The statutory provisions shall expressly apply to all material defects and defects of title, including wrong delivery and short delivery, improper assembly, defective assembly, operating or instruction manual and in case of other breaches of duty by the Supplier, unless otherwise provided below. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to MERSEPACK. In addition to the information pursuant to clause 2.7 of our GTC, the product descriptions shall be deemed to be an agreement on the quality, irrespective of whether the product description originates from MERSEPACK or from the Supplier, and our information in the order. Notwithstanding sec. 442 subs. 1 sentence 2 of the German Civil Code (BGB), MERSEPACK shall also be entitled to claims for defects without reduction if MERSEPACK remained unaware of the defect upon conclusion of the contract due to gross negligence.

6.5 MERSEPACK shall be entitled to the statutory claims arising from liability for defects

in full. We object to any limitation of liability with regard to the statutory rights of recourse, in particular from sections 439 (3), 439 (2) BGB (German Civil Code). In any case, MERSEPACK shall be entitled, at its own discretion, to demand remedy of defects or replacement delivery. In such case, all expenses for the removal of defects or replacement delivery shall be borne by the Supplier; this also includes installation and removal costs, including other ancillary costs in this context, which arise due to the fact that the defective delivery is further processed and, if applicable, installed at third parties and must be removed there again, including travel costs / travel expenses / freight, etc. The right to claim damages, in particular the right to claim damages in lieu of performance or in addition to rescission, shall remain expressly reserved.

6.6 The costs incurred by us and our customers for the purpose of inspection and rectification (including any dismantling and installation costs and transport/freight costs) shall be borne by the Supplier even if it turns out after inspection that the defect was due to the defectiveness of the product. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.

6.7 If the Supplier fails to remedy the defect without undue delay after being requested to do so by MERSEPACK, MERSEPACK shall be entitled in urgent cases, in particular to avert acute dangers or to avoid major damage, to carry out the remedy itself or to have it carried out by third parties at the Supplier's expense, notwithstanding MERSEPACK's right to arrange for substitute performance itself at the Supplier's expense in the aforementioned urgent cases. We shall also be entitled to demand an appropriate advance payment for the implementation of such measures.

6.8 Claims for defects - irrespective of the legal grounds - shall become statute-barred 24 months after delivery, subject to longer statutory limitation periods, in particular in the case of deliveries of building materials. If acceptance has been agreed, the limitation period shall begin with the acceptance of the overall performance. The limitation period for any claims arising from the infringement of property rights shall be 3 years. It shall not commence until we become aware of such claims against us. It shall be 10 years at the longest.

6.9 We shall be entitled to inspect the quality of the material used, the dimensional and quantitative accuracy and other quality of the manufactured parts as well as the compliance with the other provisions of our order at the Supplier's / or its sub-supplier's plant after giving 3 days' notice during production and prior to delivery. The material costs for the production tests and inspections shall then be borne by the Supplier if there was a reason for us to carry out such tests or inspections or if defects are found which would have impaired / prevented the fulfillment of the contract.

7. Third-party property rights

7.1 The Supplier shall warrant that the subject matter of the contract is free from any third-party rights. In the event of an infringement of third-party rights, the supplier shall indemnify MERSEPACK against all claims upon first demand.

7.2 MERSEPACK shall notify the Supplier immediately of any claims asserted by third

parties.

7.3 If the exploitation or use of the delivery item by MERSEPACK is impaired as a result of existing third-party property rights, the Supplier shall at its own expense either acquire the relevant authorization or modify the performance or manufacture / replace it in an equivalent manner so that the exploitation or use of the delivery is no longer in conflict with any third-party property rights and at the same time complies with the contractual agreements. The modification or replacement must be reasonable for MERSEPACK.

8. Product liability

8.1 In the event that a claim is made against MERSEPACK on the basis of product liability, the Supplier shall be obliged to indemnify MERSEPACK against such claims, if and to the extent that the damage was caused in whole or in part by a defect in the contractual item delivered by the Supplier.

8.2 In the cases under clause 8.1, the Supplier shall bear all costs and expenses, including costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

8.3 The supplier shall be obliged to maintain a product liability insurance policy with an appropriate amount of coverage during the term of the contract and for the period of warranty and subsequent purchase authorization pursuant to clause 4.2 and to provide evidence thereof upon request.

8.4 If, within the scope of this liability, recall/replacement actions, public warnings, legal prosecutions or other precautionary measures should be necessary, the Supplier shall finance the costs and expenses incurred by us in this respect by way of advance payment; we shall be obliged to settle after implementation. We will inform the Supplier about the content and scope of the measures - as far as possible and reasonable.

9. Retention of title/rights and obligations in connection with provisions

9.1 We object to any retention of title by the Supplier.

9.2 Insofar as MERSEPACK provides parts to the Supplier, any processing and transformation shall be carried out by the Supplier for MERSEPACK. If these reserved goods are processed with other items not belonging to MERSEPACK, MERSEPACK shall acquire at least co-ownership of the new item in the ratio of the value of the item to MERSEPACK (purchase price plus VAT). Any processing, mixing or combination (further processing) with items provided by MERSEPACK shall always be carried out by the Supplier on behalf of MERSEPACK. The same shall apply to the further processing of the delivered goods by MERSEPACK, so that MERSEPACK shall be deemed to be the manufacturer and shall acquire ownership of the delivered product at the latest upon further processing in accordance with the statutory provisions.

9.3 If an item provided by MERSEPACK is inseparably mixed with other items not belonging to MERSEPACK, MERSEPACK shall acquire at least co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it shall be

deemed agreed that the Supplier transfers ownership to MERSEPACK at least on a pro rata basis; the Supplier shall keep the sole ownership or the co-ownership for MERSEPACK.

10. Legal consequences in the event of force majeure

10. MERSEPACK shall not be liable for the non-performance of bindingly agreed acceptances if MERSEPACK proves that the non-performance is due to an impediment beyond its control and that it cannot reasonably be expected to have considered the impediment at the time of the conclusion of the contract or to have avoided or overcome the impediment or its consequences (Force majeure refers to unavoidable events, these are natural disasters, earthquakes, floods, storms, volcanic eruptions, acts of God, riots, blockades, fires, civil war, embargoes, hostage-taking, war, revolution, sabotage, [strikes, if these take place at a third party,] terrorism, traffic accidents, pandemics / epidemics, production disruptions). If the non-performance is based on the non-performance by a third party whose services MERSEPACK uses for the performance of the contract, it shall only be exempt from liability, i.e., shall not have to accept, if it is exempt pursuant to sentence 1 and the third party itself would also be exempt pursuant to sentence 1, provided sentence 1 would apply to it. The exemption is generally valid for the time during which the impediment exists. In such cases, MERSEPACK shall be obliged to notify the Supplier of the impediment and its impact on its ability to perform. The obligation to notify must be fulfilled immediately upon knowledge of the reason for the impediment. Failure to comply with this notification obligation within a reasonable period of time shall result in MERSEPACK being liable for any damage resulting from the non-receipt of the notification. The liability release mechanisms in this clause are exhaustive. National law shall only apply in a supplementary subordinate manner; in the event of contradictions, this contract shall take precedence.

10.2 If the conditions of the aforementioned clause 10.1 are met, MERSEPACK shall be released from the obligation to accept the goods in the aforementioned sense and from any claims for damages. If it is possible to postpone the acceptance to a later date and if this is reasonable for MERSEPACK, the Supplier shall be entitled to deliver the contractual products at the later date to be named by MERSEPACK and MERSEPACK shall be obliged to accept them. If this possibility demonstrably does not exist, MERSEPACK shall be authorized to terminate the contractual relationship in whole or in part without damage. Proof shall be provided by MERSEPACK.

11. Supplier's notification obligations, early termination of contract in case of cessation of payments, insolvency

11.1 The Supplier shall immediately notify MERSEPACK in text form of any transfer of the contract by operation of law and/or any change of the company name, transfer of the registered office and change of the shareholding of more than 50% in the Supplier.

11.2 If the Supplier ceases to make payments or if execution is levied against its assets and is not discontinued within a period of three weeks or if a preliminary insolvency administrator is appointed or insolvency proceedings are instituted against its assets or if protests against bills of exchange or checks have been filed against the Supplier,

MERSEPACK shall be entitled to terminate the contract in whole or in part without penalty and without notice.

11.3 In the event of termination of the contract, the deliveries made up to that point shall only be invoiced at contract prices to the extent that they can be used as intended. The damage incurred by MERSEPACK will be taken into account in the settlement.

12. Applicable law/jurisdiction/place of performance/final provisions

12.1 The law of the Federal Republic of Germany shall apply to the parties. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

12.2 Hörstel shall be the place of jurisdiction for all disputes. MERSEPACK shall further be entitled, at its own discretion, to sue the Supplier at the court of its place of business or branch office or at the court of the place of performance.

12.3 Hörstel shall be the place of performance for all deliveries and services under this contract.

12.4 The Supplier agrees that MERSEPACK may store, process and, if necessary, transmit to third parties company and personal data of the Supplier and its employees for the purpose of processing the transaction, provided that this is necessary within the scope of processing the contract, and shall ensure that the relevant consents are obtained. We ensure compliance with the provisions according to DSGVO [GDPR].

12.5 Should individual parts of these GTCP be or become legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision.