

**GENERAL TERMS AND CONDITIONS OF DELIVERY
OF VERPA FOLIE GUNZENHAUSEN GMBH**
(hereinafter referred to as "Supplier")
Status March 2021

**§ 1
SCOPE OF APPLICATION**

- (1) Our Terms and Conditions of Delivery apply to all legal relationships with our Customers to the exclusion of any terms and conditions of the Customer to the contrary. A deviation from this can only be made by written confirmation of the Supplier. The terms and conditions of delivery shall also apply to all future business relations without having to be expressly agreed again, even if the Supplier has not expressly referred to their inclusion in the individual case.
- (2) With his offer and/or order and/or order confirmation, the Customer expressly waives the use of his terms and conditions, in particular the inclusion of his terms and conditions of purchase, irrespective of the nature of these terms and conditions. Any exclusions of our terms and conditions of delivery in general conditions, framework agreements, supply contracts or similar, which would lead to the inapplicability of our terms and conditions of delivery, are also hereby excluded by mutual agreement between the parties. Deliveries by the Supplier shall at no time and under no circumstances constitute an acceptance of the Customer's terms and conditions.

**§ 2
OFFER / ACCEPTANCE**

- (1) All offers of the Supplier are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Advertising, cover letters, offers, advertisements, online offers, other offers and/or catalogues and the like on our part shall only constitute invitations to submit a contractual offer to our Customers in the legal sense.
- (2) With the order or the enquiry by the Customer, the Customer declares a binding offer to the Supplier with a binding period of 4 weeks. Acceptance on our part is effected by written order confirmation from our company and/or by sending the ordered goods within the period.

**§ 3
PRICES**

- (1) All our prices are ex works, even if delivery by the Supplier has been agreed. The transfer of risk to the Customer is always ex works or ex Supplier's warehouse. Even if we bear the costs of the delivery, this does not change the regulation of the transfer of risk.

- (2)** Upon delivery by the Supplier, the Customer shall provide all necessary labour and/or unloading equipment and/or safety measures for unloading.
- (3)** Unless otherwise expressly agreed, our prices are exclusive of freight, postage, packaging, transfer fees, taxes and duties of any kind, and the like.
- (4)** Our Customer shall pay the invoice without deduction within 14 days of receipt. Proof of receipt shall be deemed to have been provided by us upon proof of dispatch by the Supplier, with the addition of two working days. After expiry of the 14 days, the Supplier shall be entitled to demand default interest in the amount of 9 above the current base interest rate. The Supplier reserves the right to assert further claims due to the Customer's default in payment.
- (5)** The Supplier is expressly entitled to issue advance invoices and/or partial invoices to the Customer. Insofar as the Customer is in default with the settlement of the advance and/or progress invoice in accordance with the above, the Supplier shall be released from all contractual obligations, both in terms of time and content, from this contract as well as from other contracts with the Customer for the duration of the Customer's default. Further claims of the Supplier against the Customer shall remain expressly unaffected.
- (6)** Fulfilment of the Customer's obligation by means of cheques and/or bills of exchange is generally excluded between the Supplier and the Customer. Insofar as the Supplier exceptionally accepts an entry by cheque, this shall only be deemed to be fulfilment of the payment after irrevocable encashment by the Supplier.
- (7)** Within the framework of contractual agreements which contain several individual deliveries, the Supplier is entitled to pass on to the Customer verifiable increases in the price of granulate and/or labour costs occurring after conclusion of the contract on a pro rata basis in relation to the article by means of a corresponding price adjustment. The Customer declares his express consent in this respect.

§ 4

PURCHASE ON TRIAL

- (1)** Sample deliveries from the Supplier are to be inspected within 10 days of being made available and returned free of charge within this period if they are not satisfactory.
- (2)** Trial deliveries are only those which are expressly designated by the Supplier as trial deliveries.
- (3)** If the deadline pursuant to paragraph 1 is exceeded, in the case of trial deliveries the goods shall be deemed to have been firmly accepted at the usual purchase price for the goods in accordance with the Supplier's prices.

§ 5 RETURNS

Returns by the Customer shall be made expressly at the Customer's risk, unless an agreement has been made with the Supplier. In this case, the Supplier is not obliged to accept the returns.

§ 6 PRICE CHANGES

It is expressly agreed between the Customer and the Supplier that in case of contracts with delivery times of more than 3 months, the Supplier is entitled to increase the prices accordingly in accordance with the actual cost increases compared to the time of conclusion of the contract due to collective agreements and/or material price increases and/or purchase price increases. If the increase amounts to more than 15% of the agreed purchase price or in relation to the last increase in accordance with this agreement in the case of increases that have already taken place, the Customer shall have a right of termination with regard to the part of the contract affected by this.

§ 7 PACKING

The Supplier has registered all delivered products and packaging with the dual waste disposal systems in accordance with the legal requirements.

§ 8 DELIVERY

- (1)** Delivery dates of our company are generally agreed with the Customer as non-binding. If, in exceptional cases, binding delivery periods have been agreed, these shall commence upon receipt by the Customer of the Supplier's order confirmation, but not before the Customer has provided any documents, approvals, releases and other papers that may be required, as well as the possible receipt of a down-payment and/or advance invoice still outstanding from the Supplier.
- (2)** Any binding delivery period shall be deemed to have been met when the goods are made ready for dispatch at the Supplier's premises and the Customer receives the dispatch notification. Proof of sending the notice of dispatch shall be deemed to have been provided upon proof of dispatch at the Supplier's premises.
- (3)** In cases of force majeure and in the event of the effects of industrial disputes, unforeseen events and delivery delays and/or delivery failures on the part of the Supplier's subcontractors, the Supplier's obligation to deliver on time shall lapse and any binding delivery period agreed shall be extended accordingly. In addition,

the Supplier is entitled to withdraw from the contract for a period of 1 month in the event of the above-mentioned obstacles to delivery. In the event of such a withdrawal, it is agreed that there is no breach of duty on the part of the Supplier.

- (4) The Supplier is expressly permitted to make partial deliveries and to issue advance and/or partial invoices in this respect as well.

§ 9

CONTENTS OF THE DELIVERY

The Supplier is entitled to make changes to the delivery item, insofar as the delivery item is not significantly changed as a result and the changes are reasonable for the Customer.

§ 10

SAMPLE RELEASE

As soon as the Customer has approved samples to the Supplier, all deliveries / services of the Supplier which fulfil the specifications of the sample are approved by the Customer as being free of defects.

§ 11

LIGHT RESISTANCE

A liability for material defects on the part of the Supplier for the light resistance of the delivered goods is expressly excluded between the Supplier and the Customer. This also applies to products of the Supplier for which the colours are described as light and/or water resistant.

§ 12

CHEMICAL REACTIONS / MIGRATION OF MATERIALS

- (1) It is agreed between the Supplier and the Customer that the warranty is excluded in the event of migration of plasticisers, paraffin-soluble dyes, antistatics or binders or similar migration phenomena in the goods delivered by the Supplier. The warranty is also expressly excluded between the Customer and the Supplier for the consequences derived therefrom.
- (2) Furthermore, the warranty between the Supplier and the Customer is excluded for any chemical reactions of the Supplier's delivered goods with other materials, whether these are packed into the delivered goods or are in the bypass area of the delivered goods.

§ 13 DELIVERY CONTENTS

It is agreed between the Customer and the Supplier that the Supplier's deliveries shall be made in accordance with the contract if there are quantity deviations as follows:

15% quantity deviation up to 5,000 linear metres,
10% quantity deviation up to 25,000 linear metres,
5% quantity deviation from 25,000 linear metres.

Insofar as technical films and/or laminated films, small packages and/or roll goods made of paper, bags and carrier bags made of paper and plastic or thin films, thinner than 150 µm, are concerned, the following quantity deviations shall be deemed to be contractual fulfilment by the Supplier:

30% quantity deviation up to 10,000 linear metres,
20% quantity deviation up to 25,000 linear metres,
15% quantity deviation up to 100,000 linear metres,
10% quantity deviation up to 1,000,000 linear metres,
5% quantity deviation over 1,000,000 linear metres.

§ 14 AGREEMENT ON QUALITY

For the products delivered by the Supplier, it is agreed as quality that they must fulfil the contractual requirements at a storage temperature of 15°C - 35°C degrees and 40 - 60 % relative humidity and protection against UV radiation and that the quality for this is present. No further agreement on quality has been made, so that the Supplier's warranty is expressly excluded in the event of deviating general conditions and any defects arising as a result.

§ 15 LIABILITY FOR MATERIAL DEFECTS

- (1)** The Supplier's liability for material defects is limited to 12 months from the transfer of risk of the goods. Within these 12 months, the Customer is entitled to the rectification of any defects in the form of subsequent improvement and/or new delivery at the Supplier's discretion within a reasonable period of time.

- (2)** The Customer is obliged to carefully inspect the goods received for defects and quality immediately after delivery and, if a defect is found, to notify the Supplier of this immediately, after otherwise the delivery is deemed to have been approved. The notification of obvious defects is only timely if it is received by the Supplier in text form within a period of 14 days, calculated from delivery. Notification of defects that are not obvious shall be deemed to be in time if it is received by the Supplier in text form within a period of 14 days, calculated from the date of discovery.

- (3)** It is agreed between the Supplier and the Customer that the product still meets the required quality even if there is a deviation of up to 10% above the tolerances customary in the industry in the dimension and/or content and/or thickness and/or weight and/or colour shade of the goods. The same applies to a deviation in cutting and/or processing.
- (4)** The purpose of use between the Customer and the Supplier is the Supplier's purpose of use confirmed in the order confirmation.
- (5)** Otherwise, the other warranty provisions or exclusions pursuant to these Terms and Conditions of Delivery shall be deemed to have been agreed between the Customer and Supplier with legal effect.

§ 16

RETENTION OF TITLE

- (1)** The Supplier retains ownership of all delivered items until receipt of all payments arising from all business terms and conditions with the Customer.
- (2)** Any processing or transformation of the delivery item by the Customer shall always be carried out for the Supplier as long as the retention of title effectively exists. If the delivery item is mixed and/or processed with other items not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the value of the Supplier's delivery item to the other mixed items at the time of mixing and/or processing. If the item then produced from the mixing and/or processing of the Customer is to be regarded as the main item in the legal sense, the Customer shall already now transfer to the Supplier the proportional co-ownership shares. The Supplier expressly accepts this transfer.
- (3)** Insofar as a resale of delivered goods, which are the property or co-property of the Supplier, takes place by the Customer, the Customer already now assigns his claims for remuneration against the third party to the Supplier as long as the retention of title exists. The Supplier already now expressly accepts this assignment. The Customer is authorised to collect the assigned claims. However, this authorisation may be revoked by the Supplier at any time if there are reasons which, from the Supplier's point of view, cast doubt on the creditworthiness and/or insolvency and/or contractual compliance of the contracting party, in particular if due invoices of whatever kind are not settled within the payment periods.
- (4)** The Customer is obliged to provide the Supplier with information about the following facts at any time upon request without restriction:
 - a)** Addresses of his Customers with full address;
 - b)** Current outstanding receivables of his Customers from the Customer, insofar as deliveries have been made to his Customers, which include goods that are owned or co-owned by the Supplier.

- (5) The Supplier expressly undertakes to release all securities to which it is entitled at the Customer's request if the value of the securities exceeds the claims to be secured by more than 20% (market value). In this case, the Supplier shall release securities at the Customer's request until the value of the securities does not exceed the claims to be secured by more than 20% (market value).

§ 17

OBLIGATION FOR ACCEPTANCE OF THE GOODS

- (1) The Customer is obliged to inspect the goods immediately after delivery to the Customer. The risk of destruction or deterioration or loss of the goods shall pass to the Customer upon the transfer of risk of the goods, irrespective of the ownership of the item.
- (2) If the Customer is in default with the acceptance of the goods for more than 10 days after the Supplier has made the goods available, the Supplier shall be entitled, after setting a grace period of a further 10 days, to withdraw from the contract and/or to claim damages for non-performance and/or to claim damages for delay, in particular storage costs, from the Customer. The setting of the grace period shall not be necessary if acceptance by the Customer within any grace period would be impossible and/or if there is a refusal of acceptance by the Customer.
- (3) In the event of default by the Customer, the Customer shall reimburse the Supplier for storage and provision costs. Further claims for damages of the Supplier remain unaffected.

§ 18

CLAIMS FOR DAMAGES

The Supplier shall only be liable to the Customer to the extent that it, his employees and/or vicarious agents are guilty of intent, gross negligence and/or injury to life, body or health in the performance of the Supplier's contractual obligations. Irrespective of this, the strict liability under the Product Liability Act remains unaffected. Liability for culpable breach of essential contractual obligations shall remain unaffected.

§ 19

INTELLECTUAL PROPERTY RIGHTS

- (1) The Customer guarantees that all templates provided to the Supplier as well as the products manufactured by the Supplier at the Customer's request do not contain any infringement of third party rights and are free from third party rights. The Customer shall indemnify the Supplier against any legal claims of third parties in this respect.

- (2) The Supplier has the exclusive intellectual property rights, copyrights and other rights to all products developed by him and the associated product documents, product information, product names and the like.
- (3) Printing documents provided by the Supplier, such as drafts, drawings, printing plates, films, printing cylinders and plates, etc., shall remain the property of the Supplier even if partial costs are paid for by the Customer.

§ 20 EXPORT

- (1) The Customer is obliged to comply with and implement the relevant foreign trade regulations and other laws of the country into which it imports the products and to ensure that the products imported by him do not constitute a violation of the laws in that country.
- (2) The Customer shall obtain any import and export licences required for this completely independently.

§ 21 STATUTE OF LIMITATION

The Supplier's liability for material defects shall expire 12 months after the transfer of risk. Any statutory mandatory rights which cannot be waived shall remain unaffected. Insofar as these are mandatory rights which provide for a claim against the Customer by his customers, the Supplier shall in this case be obliged to fulfil the claims which the Customer is obliged to fulfil against his customers in accordance with the statutory provisions, considering all defences and/or defences and/or exclusions of the Customer against his customers.

§ 22 CONTRACTUAL PENALTIES

Insofar as our Customer has agreed contractual penalties - of whatever kind - with his customers, it is expressly agreed that the Customer's liability for the contractual penalties cannot be charged to the Supplier, even if the Supplier is at fault, insofar as the Supplier was not informed of the agreed contractual penalty by the Customer in writing before the conclusion of the contract between the Supplier and the Customer.

§ 23 LIMITATION OF LIABILITY

The liability of the Supplier - irrespective of the legal grounds - towards the Customer is limited to a maximum amount of 5% of the value of delivery of the contract from

which the damage results, per year and per case of damage, insofar as there is no further liability based on mandatory, non-derogable law.

§ 24 ASSIGNMENT

- (1)** The Supplier is expressly permitted to assign and transfer his rights and obligations under the contracts with the Customer to third parties.
- (2)** The Customer requires the express prior written consent of the Supplier for an assignment and/or transfer of rights and obligations from the contracts with the Supplier to third parties.

§ 25 OTHER

- (1)** The place of performance is the registered office of the Supplier.
- (2)** The place of jurisdiction is the court responsible for the Supplier's registered office.
- (3)** Only formal and substantive German law shall apply to the exclusion of those provisions of private international law which would lead to the application of foreign legal norms and to the exclusion of bilateral and multinational provisions (UN Convention on Contracts for the International Sale of Goods, CISG).
- (4)** Subsidiary agreements in addition to these terms and conditions are not made and can only be made in writing. Any deviation from the written form requirement can again only be agreed in writing. An implied deviation between the parties is expressly excluded.
- (5)** The General Terms and Conditions of Delivery shall apply to the contractual relationship between the Supplier and the Customer as long as the Supplier has not expressly stipulated otherwise in writing in his order confirmation.

§ 26 SEVERABILITY CLAUSE

Should individual provisions of this contract be invalid, partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid, partially invalid or unenforceable provision, the parties agree to set a provision that comes closest to the meaning and purpose of the invalid, partially invalid or unenforceable provision. If the parties fail to reach such an agreement, the invalid, partially invalid or unenforceable provision shall be replaced, at the parties' option, by the legal provision that comes closest to the meaning and purpose of the invalid, partially invalid or unenforceable provision.