

1. SCOPE

1.1 These General Terms and Conditions of Sale ("GTCS") apply to all our business relations with our customers ("Buyer"). The GTCS apply only if the Buyer is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

1.2 The GTCS apply, in particular, to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 650 German Civil Code [BGB]). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order, or in any case in the version last notified to him in text form, shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case. The current version of these GTCS can be found at the URL <https://www.hcpackaging.com/>.

1.3 Unsere AVB gelten ausschließlich. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. The Buyer's general terms and conditions are hereby rejected. This requirement of consent shall apply in any case, for example, even if we carry out the delivery to the Buyer without reservation in the knowledge of the Buyer's GTCS.

1.4 Individual agreements made with the Buyer in individual cases (including ancillary agreements, supplements and amendments) shall, in any case, take precedence over these GTCS. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris ("ICC") in the version valid at the time of conclusion of the contract.

1.5 Legally relevant declarations and notifications with regard to the contract, which are to be made to us by the Buyer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declaration of withdrawal or reduction), must be made in writing or text form (e.g. letter, e-mail, fax) in order to be effective. Statutory formal requirements and further evidence, in particular, in case of doubt about the legitimacy of the declarant, shall remain unaffected.

1.6 References to the applicability of statutory provisions are for clarification purposes only. Even without this, the statutory provisions shall apply

unless they are directly amended or expressly excluded in these GTCS.

2. CONCLUSION OF THE CONTRACT, DOCUMENTS

2.1 Our offers are subject to change and limited to 30 calendar days. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights. Drawings and other documents submitted by us for offers shall be returned upon request at any time and in any case if the order is not placed with us.

2.2 A contract is only concluded when we confirm the order in writing or in text form. The time, type and scope of our delivery shall be determined exclusively by our order confirmation in writing or text form. If we do not confirm the order in writing or in text form, the contract shall be concluded at the latest upon execution of the order in accordance with our GTCS. Declarations made by our representatives by telephone or in verbal form must be confirmed in writing or text form in order to be legally effective.

2.3 We are entitled to procure the material for the entire order and to manufacture the entire order quantity immediately. Accordingly, any change requests of the Buyer cannot be taken into account after the order has been placed, unless this has been expressly agreed.

2.4 Insofar as necessary for production or planning reasons, we are entitled to deliver excess or reduced quantities of up to 5% to the Buyer.

3. DESCRIPTION OF SERVICES

3.1 The quality of the object of delivery and performance is conclusively described by expressly agreed performance characteristics (e.g. specifications, markings, release, other information). Other qualities of the deliveries and services than those expressly agreed are not owed. A warranty for a specific purpose or a specific suitability, period of use or durability after the passing of risk that goes beyond the warranty for this agreement on quality shall only be assumed insofar as this has been expressly agreed in writing; otherwise, the risk of suitability and use shall be borne exclusively by the Buyer. We reserve the right to make customary, technical or – in particular, metrological – deviations from physical and chemical parameters that are deemed to be unavoidable, including colours, formulations, chemical impurities, processes and the

use of raw materials, insofar as this is not unreasonable for the Buyer

3.2 Information on the subject of delivery and performance (e.g. in catalogues, product information, electronic media or on labels, such as "Best Before" information) is based on our general experience and knowledge, and is indicative or for labelling purposes only. Both these product specifications and expressly agreed performance characteristics or intended uses do not exempt the Buyer from testing the suitability for the intended use of the goods, and from taking appropriate care during storage.

3.3 Information on the quality, durability and possible uses of our goods do not include any guarantees, in particular, not in accordance with Section 443 German Civil Code (BGB), unless these are expressly designated as such in writing.

4. DELIVERY AND DELIVERY TIME

4.1 Delivery dates are non-binding unless the delivery date has been expressly agreed as fixed, i.e. it has been determined in writing that the Buyer has no further interest in the delivery after the date has passed. A confirmed delivery date is subject to correct, complete and timely delivery to us. The delivery period shall be deemed to have been complied with if the delivery item has left our works or we have notified the Buyer that it is ready for dispatch by the time the delivery period expires. The delivery period shall not commence as long as the Buyer has not duly fulfilled his respective obligations or duties, such as the provision of technical data and documents, approvals, as well as a down payment or the handing over of a payment guarantee.

4.2 We are entitled to make partial deliveries. In the case of small orders, i.e. orders for quantities which do not correspond to at least one packaging unit, we reserve the right to charge the price of the packaging unit concerned as a minimum quantity or a minimum flat-rate cost.

4.3 Events of force majeure and other circumstances for which we are not responsible and which make it impossible to execute accepted orders on schedule shall release us from the accepted delivery obligation for the duration of their occurrence. This shall also apply if such events occur during an existing delay. Force majeure shall include monetary, trade policy and other sovereign measures, strikes, lockouts, operational disruptions for which we are not responsible (e.g. fire, machine or roller breakage, shortage of raw materials or energy, cyber attacks), obstruction of transport routes, delays in import/customs clearance and all other circumstances, such as, in particular, pandemics, which, through no fault of our own, make

deliveries significantly more difficult or impossible. It is irrelevant whether these circumstances occur at our premises, at the supplier's works or at a sub-supplier's premises. If, as a result of the aforementioned events, the execution of the contract becomes unreasonable for one of the contracting parties, in particular, if the execution of the contract is delayed in essential parts by more than 6 months, this party may declare the cancellation of the contract. Accordingly, we do not assume any procurement risk. We are entitled to withdraw from the contract insofar as we do not receive the delivery item despite the prior conclusion of a corresponding purchase contract with a supplier on our part; our liability for intent or negligence in accordance with clause 8 remains unaffected. We will inform the Buyer without delay of the unavailability of the delivery item in good time and, in the event of our withdrawal, reimburse any consideration received without delay.

4.5 The return of sold, defect-free goods is generally excluded.

4.6 An application for the opening of insolvency proceedings or comparable proceedings under foreign law, the submission of a statement of assets in accordance with Section 807 of the German Code of Civil Procedure (ZPO), the occurrence of payment difficulties or the discovery of a significant deterioration in the financial circumstances of the Buyer, shall entitle us to immediately cease deliveries and to refuse the fulfilment of current contracts, insofar as the Buyer does not effect counter-performance or provide appropriate security at our request.

4.7 Delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods shall be shipped to another destination ("sale by delivery to a place other than the place of performance"). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, transport company, shipping route, packaging) ourselves.

4.8 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also

apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be the same if the Buyer is in default of acceptance.

4.9 If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). In this case, we shall charge a lump-sum compensation of EUR 10.00 per calendar day and per pallet delivered, starting with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for dispatch. Proof of higher damages and our statutory claims (in particular, compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

5. RESERVATION OF TITLE

5.1 We reserve title to all goods delivered by us until all claims, including conditional claims, which we have against the Buyer from our business relationship have been fulfilled; in this respect, all deliveries shall be deemed to be one continuous delivery transaction. In the case of an open invoice, the reserved property shall be deemed security for our balance claim. The above provisions shall also apply to claims arising in the future. We are entitled to collect the goods without setting a further deadline if the Buyer violates essential contractual obligations, whereby the legitimate concerns of the Buyer are to be taken into account appropriately. In this case, the Buyer already agrees to the return of the goods. Collection shall only constitute a full or partial withdrawal from the contract if we expressly declare this. The costs incurred by us due to the collection (in particular, transport costs) shall be borne by the Buyer. Insofar as we do not expressly declare withdrawal, the Buyer may only demand delivery after full payment of the purchase price and all costs.

5.2 The Buyer is entitled to resell, process or mix the goods in the ordinary course of business; in doing so, he already now assigns to us all claims from the resale, processing, mixing or other legal grounds in connection with the goods (in particular, from insurance contracts or tortious acts) in the amount of the final invoice amount agreed with us (incl. VAT). The use for the fulfilment of contracts for work and services or contracts for work and materials by the Buyer shall be deemed equivalent to the sale.

5.3 The retention of title also extends to the products resulting from the processing, mixing or

combining of our goods at their full value, whereby these processes are carried out for us so that we are deemed to be the manufacturer of the product. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership of the resulting product in proportion to the objective values of the processed, mixed or combined goods. If our ownership expires as a result of processing, combination or mixing, the Buyer shall already now transfer to us the ownership or expectant rights to which he is entitled in the new product to the extent of the invoice value of the goods delivered by us, and shall keep this product for us free of charge.

5.4 The Buyer is authorised to collect the claims assigned in accordance with clause 5.2 from the resale as long as we do not revoke this authorisation. We will not collect the claims ourselves as long as the Buyer duly meets his payment obligations. Upon first written request, the Buyer is obliged to inform us of the debtors of the assigned claims and to notify the debtors of the assignment.

5.5 We are entitled to revoke the Buyer's authority to resell in accordance with clause 5.2 and to collect the claims assigned to us in accordance with clause 5.4 with immediate effect if the Buyer is in default of payment, is in payment difficulties due to a significant deterioration in his financial circumstances, or fails to fulfil other material obligations in accordance with the contract. If insolvency proceedings or comparable proceedings under foreign law are applied for in respect of the Buyer's assets, if any payment is suspended, if a statement of assets is made in accordance with section 807 of the German Code of Civil Procedure (ZPO) or if a change in the ownership of the Buyer's company occurs in connection with payment difficulties, the authority to resell and collect the claims assigned to us shall automatically expire.

5.6 The Buyer shall keep the items in our (co-)ownership in safe custody for us free of charge with the diligence of a prudent businessman, and insure them against fire, burglary and other usual risks. If maintenance and inspection work has to be carried out, the Buyer must carry this out in good time at his own expense.

5.7 The Buyer is prohibited from pledging or assigning as security the goods delivered under retention of title or the goods newly manufactured on our behalf. The Buyer shall immediately notify us in writing of any seizure or any other impairment of our property rights by third parties, and shall confirm the property right in writing both to the third party and to us. The costs of any subsequent legal dispute shall be borne by the Buyer.

5.8 If the realisable value of the securities exceeds the nominal value of our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

6. PRICES AND PAYMENT

6.1. Our prices are in EUR and apply to delivery FCA (agreed place of delivery), plus VAT owed by law, transport and packaging costs.

6.2 If cost increases for the goods occur after conclusion of the contract (for example, due to rising raw material, transport or energy procurement costs), we have the right to demand negotiations on a price adjustment to the increased costs. If, after the conclusion of the contract, cost reductions for the goods occur (for example, due to falling raw material, transport or energy procurement costs), the Buyer has the right to demand negotiations on a price adjustment to the reduced costs. The request for negotiations shall be made in writing to the other party. The requested party shall not unreasonably refuse the requested price adjustment. If the parties do not reach an agreement on the requested price adjustment within 30 days after receipt of the request for negotiations (day of receipt = day 0), the party that has requested negotiations shall have the right to determine the new prices subject to the proviso that the determination shall be made at its reasonable discretion (in particular, on the basis of the value of the service to be remunerated). The respective other party has the possibility to have the fairness of the new prices reviewed by the courts. Claims for damages by the Buyer are excluded. Furthermore, we expressly reserve the right to provide our products with non-binding recommended prices.

6.3 Our invoices are due immediately and are to be paid as follows: 50 % of the invoice shall be paid when the order is placed and 50 % of the invoice shall be paid upon delivery or handover of the delivery item/service to the Buyer. Deviation from the aforementioned terms of payment and the deduction of a discount is only permissible with a separate written agreement.

6.4 The date of receipt of payment shall be the date on which the amount is received by us or credited to our bank account. If the Buyer is in default of payment, we shall be entitled to charge interest at a rate of nine (9) percentage points above the respective base interest rate, plus a flat rate of EUR 40 for default, for the duration of the default. The right to assert further claims for compensation shall not be limited thereby. With respect to merchants, our claim to the commercial due date interest (Section 353 German Commercial Code [HGB]) remains unaffected.

6.5 Furthermore, in the event of default in payment by the Buyer, we may, at our discretion, make any outstanding remaining purchase price instalments or other existing claims against the Buyer due and payable and make further deliveries under this contract or under other contracts dependent on prior provision of security or payment concurrently with delivery. If, after conclusion of the contract, it becomes apparent (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 German Commercial Code [BGB]). In the case of contracts for the manufacture of unjustifiable items ("custom-made products"), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

6.6 The Buyer is only entitled to offset or withhold payments if his counterclaim is undisputed or has been legally established. This restriction does not apply in the case of claims by the Buyer for costs of remedying defects or completion.

6.7 In the case of a sale by delivery to a place other than the place of performance, the Buyer shall bear the transport costs ex works or ex warehouse and the costs of any transport insurance requested by the Buyer. These transport costs actually incurred in the individual case will be invoiced accordingly. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. We do not take back transport packaging and all other packaging in accordance with the German Packaging Act ("**VerpackG**"); it becomes the property of the Buyer, with the exception of pallets.

7. CLAIMS DUE TO DEFECTS

7.1 We shall only be liable for defects in the goods delivered by us in accordance with the following provisions.

7.2 The Buyer shall duly fulfil his obligations to examine the goods and give notice of defects in accordance with Section 377 German Commercial Code (HGB), i.e. to examine the goods without delay and to notify us of any defects without delay and, if a defect becomes apparent later in the ordinary course of business, to notify us of this defect without delay after discovery.

7.3 In the case of deliveries of defective goods, we must first be given the opportunity to sort out the defect and to rectify the defect or make a subsequent delivery before commencing production (processing or installation), unless this is unreasonable for the Buyer. If we are unable to do so or if we fail to do so without delay, the Buyer may insofar withdraw from

the contract and return the goods at our risk. In urgent cases, he may, after consultation with us, remedy the defect himself or have it remedied by a third party. We shall bear any expenses incurred as a result in accordance with clause 8.

7.4 If the defect is not detected until after the start of production or commissioning despite observance of the obligation in accordance with clause 7.2, the Buyer may demand subsequent performance (at our discretion either by rectification of the defect or by replacement delivery). In the event of the existence of defects, the Buyer shall only be entitled to a right of retention to the extent that this is in reasonable proportion to the defects and the anticipated costs of subsequent performance, and his counterclaim is based on the same contractual relationship.

7.5 If the Buyer wants to claim damages instead of performance, in this respect a failure of the supplementary performance is only given after the unsuccessful second attempt. In the event of a replacement delivery, the Buyer is obliged to return the defective goods upon request.

7.6 A right to withdraw from the contract or a claim for reduction is only given if the defect cannot be remedied within a reasonable period of time, the subsequent performance is associated with disproportionate costs, is unreasonable or is to be regarded as having failed for other reasons. In the case of insignificant defects, however, the Buyer shall not be entitled to withdraw from the contract.

7.7 In the event of complaints, the Buyer shall immediately give us the opportunity to inspect the goods subject to complaint; in particular, the goods subject to complaint shall be made available to us upon request and at our expense. In the event of unjustified complaints, we reserve the right to charge the Buyer for transport costs and the cost of inspection.

7.8 Claims due to defects do not exist in the case of merely insignificant deviation of the goods from the agreed quality, in the case of only insignificant impairment of the usability, as well as if the defect is due to the violation of operating, maintenance or installation instructions, unsuitable or improper use or storage. This also applies in the event of faulty or negligent handling or assembly, normal wear and tear or interventions in the delivery item carried out by the Buyer or third parties.

7.9 The Buyer may not claim costs within the scope of subsequent performance, reversal or settlement of claims, in particular, transport, travel, labour and material costs, insofar as these have arisen because the goods delivered by us have been taken to a place other than the agreed place of performance after the transfer of risk. This shall not

apply insofar as the transfer of the goods corresponds to their intended use and this is known to us.

7.10 Compensation for damages and reimbursement of expenses may only be claimed in accordance with clause 8. The Buyer shall not be entitled to the aforementioned claims for goods which we do not deliver as new goods as agreed.

7.11 We do not assume any liability/guarantee for the compatibility of the mass filled into the packaging supplied by us. Compatibility tests are to be carried out in advance and monitored and independently checked exclusively by the Buyer or their appointed company carrying out the filling. We are hereby released from any liability of third parties in relation to the compatibility described above. Excess or reduced deliveries of up to 5% of the ordered quantity cannot be objected to. The delivered quantity is calculated.

8. LIABILITY

8.1 We are liable for claims for damages of all kinds, in particular, also from culpa in contrahendo, breach of duty and tort (Section 823 et seq. German Civil Code [BGB]) only insofar as we, our employees or vicarious agents are guilty of intent or gross negligence.

8.2 In the event of damage resulting from injury to life, limb or health or the breach of material contractual obligations, we shall also be liable for slight negligence. A contractual obligation is essential if its fulfilment makes the proper performance of the contract possible in the first place and the Buyer regularly relies and may rely on its fulfilment. In the event of a breach of material contractual obligations, our liability shall be limited to the direct average damage that is foreseeable and typical for the type of goods. The above provision shall also apply to breaches of duty by our employees and vicarious agents.

8.3 We shall be liable for infringements of industrial property rights in connection with the sale of our goods in accordance with the above provisions insofar as such industrial property rights are infringed when our goods are used in accordance with the contract, which are valid in the Federal Republic of Germany and published at the time of our delivery. This shall not apply insofar as we have manufactured the goods in accordance with drawings, models or other descriptions or information provided by the Buyer and did not know or, in connection with the goods developed by us, did not have to know that this would infringe third-party property rights. In this case, our Buyer shall be liable for any infringements of property rights that have already occurred or will occur. He is obliged to inform us immediately of any possible or alleged infringements of property rights of

which he becomes aware, and to indemnify us against third party claims and all costs and expenses incurred.

8.4 For claims due to defects of the delivered goods including all claims for damages in connection with a defect – irrespective of the legal grounds – the limitation period shall be one (1) year from delivery of the goods. This shall not apply to goods which have been used for a building in accordance with their customary use and have caused its defectiveness; in this case the limitation period shall not commence until five (5) years after their delivery. All other claims regulated in clauses 8.1 to 8.3 shall become statute-barred in accordance with the statutory provisions.

8.5 The claims for reduction and the exercise of a right of withdrawal are excluded insofar as the claim to the performance or the subsequent performance is time-barred.

8.6 Liability according to the provisions of the Product Liability Act as well as according to Sections 478, 479 BGB (last seller recourse) shall remain unaffected by the above provisions.

8.7 For the rest, our liability is excluded.

9. PLACE OF PERFORMANCE; PLACE OF JURISDICTION; MISCELLANEOUS

9.1. The place of performance for all claims arising from the business relations, in particular, from our deliveries, is the respective location from which the delivery is carried out.

9.2 The Buyer is only entitled to assign his claims arising from the contractual relationship with our prior written consent.

9.3 The exclusive place of jurisdiction for all claims arising from the business relations, in particular, from our deliveries, is Ansbach. This place of jurisdiction shall also apply to disputes concerning the formation and validity of the contractual relationship. However, we shall also be entitled, at our discretion, to bring legal action against the Buyer at the courts having jurisdiction over the Buyer's registered office.

9.4 If the Buyer has its registered office outside the Federal Republic of Germany, we shall also be entitled to have all disputes arising from or in connection with the business relationship with the Buyer, including disputes about the validity of contracts, finally decided under the Rules of Arbitration of the German Institution of Arbitration e.V. ("DIS"), excluding the ordinary course of law. At the Buyer's request, we shall exercise this right of choice before the start of the proceedings. The arbitral tribunal shall have its seat in [Frankfurt a.M.], Germany. The arbitration proceedings shall be held

in German, unless the Buyer requests English as the language of the proceedings.

9.5 The law of the Federal Republic of Germany shall apply exclusively to the exclusion of its private international law and the Uniform UN Sales Law ("C.I.S.G."), as well as other bilateral and multilateral agreements serving the unification of international sales.
