

GENERAL CONDITIONS of ELOPAK GmbH

1. Scope, General Provisions

- 1.1. These General Terms and Conditions of Purchase ("Terms") govern all orders concerning deliveries and performances associated with purchase, work, delivery or service contracts ("deliveries") of Elopak GmbH ("ELOPAK"); they only govern the relationship with business persons in the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and public law funds ("Contractual Partner"). Any terms that conflict with or deviate from these General Terms & Conditions or the statutory provisions do not form part of the contract, including where they were previously known, unless ELOPAK expressly acknowledges their applicability in writing. This requirement to obtain ELOPAK's acknowledgment also applies if ELOPAK accepts the deliveries from the Contractual Partner or makes unconditional payments to the Contractual Partner.
- 1.2. During the course of an on-going business relationship, these Terms will also govern all future purchase, works, work performance, service or other type of contract with the Contractual Partner, without having to make reference to these Terms again in each individual contract ("contract").
- 1.3. To the extent these Terms require the written form, such requirement may be complied with by issuing a written document in the meaning of Section 126b of the German Civil Code (e.g. a fax or email).
- 1.4. Trade terms are to be interpreted in accordance with the Incoterms version applicable at the time the contract is concluded.

2. Supplier Code of Conduct

- 2.1. The Contractual Partner must comply with the requirements of the Elopak Global Supplier Code of Conduct ("SCoC") (see [Elopak Supplier Code of Conduct - no signature.pdf](#)) that includes complying with the United Nations Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. The Contractual Partner must actively communicate the expectations and basic principles laid out in the SCoC to its sub-contractors and sub-suppliers and encourage their implementation.
- 2.2. In connection with every contract, the Contractual Partner must comply with all applicable governmental, national and international laws, rules and regulations at all times, including but not limited to those related to human rights, environmental protection, corruption, fraud, money laundering, sanction regimes and other economic crimes. The Contractual Partner shall ensure that all its employees, representatives and affiliates comply with the above requirements.
- 2.3. ELOPAK reserves the right to assess compliance with the SCoC. At ELOPAK's request the Contractual Partner must be able to document compliance through self-assessment, follow-up meetings and/or inspection at the Contractual Partner's production sites. In the event that ELOPAK identifies or suspects a non-compliance with or breach of the principles in the SCoC, the Contractual Partner shall provide all reasonable assistance in investigating the non-compliance. Upon request, the Contractual Partner must compile a corrective action plan. Notwithstanding any other rights, ELOPAK expressly reserves the right to an extraordinary termination in the event of serious breaches of the SCoC by the Contractual Partner that are not remedied within a reasonable period.

3. Conclusion of the Contract, Use of Subcontractors

- 3.1. The conclusion of a contract between ELOPAK and the Contractual Partner requires a written order or written order confirmation from ELOPAK.
- 3.2. The Contractual Partner has to accept orders from ELOPAK in writing within two weeks. The drawings and other documents referenced in an order are part of the order. The receipt of the notification of acceptance at ELOPAK is decisive for the

prompt acceptance of the order. If the contents of the notification of acceptance from the Contractual Partner differ from the order submitted by ELOPAK, the Contractual Partner must specifically highlight this fact in the notification of acceptance; such deviations only become part of the contract if ELOPAK accepts them in writing. A contract between ELOPAK and the Contractual Partner shall also enter into force if the Contractual Partner carries out the deliveries specified in an order without reservation.

- 3.3. Insofar as ELOPAK indicates a specific purpose of use for the deliveries in a purchase order, the Contractual Partner undertakes to notify ELOPAK in writing before the conclusion of the contract if the deliveries specified in an order are not unconditionally suitable for the purpose of use stipulated in the purchase order.
- 3.4. ELOPAK can accept a quotation from the Contractual Partner within two weeks of its submission through a written order confirmation. Until this time period expires, the Contractual Partner shall be bound to its quotation. Silence on the part of ELOPAK shall not constitute an expectation that a contract shall be concluded. If the acceptance of a quotation from the Contractual Partner by ELOPAK is received late, the Contractual Partner must inform ELOPAK of this without delay.
- 3.5. The Contractual Partner shall not be entitled to have deliveries performed by third parties (for example, sub-contractors or sub-suppliers) without the prior written agreement of ELOPAK. Services purely for transport are excluded from this requirement of consent.

4. Prices and Payment Terms

- 4.1. The prices agreed between ELOPAK and the Contractual Partner are binding. These prices are DDP (INCOTERMS), including any applicable sales tax that is due, and including packaging, insurance, freight and storage costs, customs, fees, taxes and any additional costs (such as assembly costs), unless otherwise agreed in writing between ELOPAK and the Contractual Partner.
- 4.2. Invoices must comply with the statutory and contractual requirements. The order number (if available), item numbers, delivery quantities and delivery address must always be specified in the invoices. If hourly paid work performed is billed in accordance with the agreement, confirmed proof of the activities shall be included with the invoice.
- 4.3. Unless otherwise agreed, payments from ELOPAK are due in the first weekly payment round after forty-five (45) calendar days from the end of the month following the receipt of the deliveries (including the handover of any stipulated documentation, test and order compliance certificates and any other documents owed) or – if the deliveries have to be accepted – their acceptance and the receipt of a proper and verifiable invoice. If payment is made within 14 days, ELOPAK shall be entitled to a discount of 3%. If ELOPAK accepts partial deliveries in exceptional cases, this shall not trigger the discount periods.
- 4.4. The receipt of an appropriate transfer request by ELOPAK's bank shall be considered sufficient proof that payment owed by ELOPAK has been made in good time. Payments made by ELOPAK constitute neither an acceptance of the delivery nor an acknowledgment that the delivery is free of defects and/or on time.
- 4.5. The Contractual Partner shall not be entitled to demand interest from the due date. In the event of default of payment, ELOPAK shall be liable to pay interest for default at a rate five percentage points above the applicable base rate of the European Central Bank.
- 4.6. The Contractual Partner shall be entitled to offsetting and retention rights only to the extent that claims against ELOPAK are undisputed, legally established or reciprocal to applicable claims made by ELOPAK.

5. Delivery Conditions, Delivery Deadlines, Delayed Delivery

- 5.1. The deliveries are made DDP at the delivery location named in the order ("delivery location"), unless otherwise agreed. The Contractual Partner shall include all documentation, test and order compliance certificates and any other documents owed under the contract in the deliveries free of charge. The Contractual Partner undertakes to securely package the deliveries and insure them for transport. Unless otherwise agreed, the Contractual Partner shall not be entitled to make partial deliveries or to partial performance.
- 5.2. A delivery note shall be included with each delivery. The delivery note must individually specify the delivery items together with their dimensions, weight, quantity, the applicable order numbers (if available) and the delivery location. Partial, remaining and replacement deliveries must always be declared as such on the delivery note.
- 5.3. The agreed delivery dates and deadlines ("delivery dates") are binding. If the contract does not include any specifications with regard to the delivery date, the deliveries are to be fulfilled within two weeks. Compliance with the delivery date requires that the deliveries are handed over to ELOPAK in accordance with the contract, at the delivery location and on the delivery date. If the deliveries need to be accepted, the applicable delivery deadline shall be deemed to have been complied with if the Contractual Partner makes the deliveries available to ELOPAK in a condition ready for acceptance on the delivery date. Early deliveries are not permitted.
- 5.4. If the Contractual Partner recognizes that a delivery date cannot be met, the Contractual Partner must inform ELOPAK of this in writing immediately, specifying the reasons and the estimated duration of the delay. The Contractual Partner's obligation to comply with the delivery dates remains unaffected by this provision.
- 5.5. If the Contractual Partner falls into default on delivery, ELOPAK shall have the right to demand payment of a contractual penalty at a rate of 0.5% of the agreed net price for each started calendar week that the Contractual Partner is in default on delivery, but at a maximum of 5% of the agreed net price of the deliveries on which the Contractual Partner is in default. The right to assert further claims remains unaffected by this provision. However, contractual penalties that have already been paid shall be deducted from this amount. ELOPAK may claim this contractual penalty even if no reservation is made at the time that the deliveries are accepted, but can only do so beyond the final payment for the delivery if ELOPAK reserves the right to do so at the time of the final payment.

6. Compliance, Documentation, Documents

- 6.1. The Contractual Partner must ensure that all deliveries satisfy all applicable local international laws and regulations. In particular, the Contractual Partner is responsible for ensuring that the deliveries comply with the applicable EU directives (for example, the EC Machinery Directive 2006/42/EC), as well as the current applicable versions of the national regulations on product safety at the delivery location. The Contractual Partner shall ensure that the conformity assessment procedures specified in the applicable regulations have been properly carried out. The Contractual Partner must also ensure that the deliveries comply with the applicable accident prevention/occupational health and safety regulations and recognized occupational healthcare and technical safety rules in the Federal Republic of Germany. If the country of destination/use of the deliveries is known to the Contractual Partner upon the conclusion of the contract, the deliveries must also comply with the applicable requirements there.
- 6.2. The Contractual Partner shall possess all necessary approvals, certificates and licenses for its company, and show such documentation to ELOPAK upon request within reasonable time.
- 6.3. Along with the deliveries, the Contractual Partner must include at its own expense an original operating guide, a maintenance guide for specialist personnel, user documentation for the application software, program documentation for system and

system-related software and program development documentation for contractual software developments, which must be drawn up in German and English. The documentation is to be provided in accordance with the applicable standards and in paper and electronic form. Where applicable, the Contractual Partner shall submit an EC Declaration of Conformity in accordance with Annex II, Part 1, Section A or B of the EC Machinery Directive (in its current applicable version) and shall attach a CE label on any usable product. The Contractual Partner shall make complete technical documentation available to ELOPAK free of charge in accordance with Annex VII, Part A of the EC Machinery Directive. The Contractual Partner shall supply all the instructions and documents required to use, assemble, maintain, clean and repair the delivery, particularly spare parts lists and proofs of purchase.

- 6.4. ELOPAK's order and part numbers must be reproduced in all the applicable notifications, consignment notes, invoices, etc. for the order. Neither the dispatch note nor the invoice is permitted to be included with the shipment.
- 6.5. The Contractual Partner shall not be entitled to claim remuneration from ELOPAK for quotations, acquisition plans, working drafts or other preliminary work performed by the Contractual Partner. ELOPAK shall be entitled to freely use the business documents and information (including data sheets) made available by the Contractual Partner, insofar as such documents and information are not expressly identified as confidential or secret.
- 6.6. Calculations, diagrams, plans, tendering documents, requirements profiles, specification sheets, drawings, other documents and any other data mediums, models and resources shall only be handed over by ELOPAK to the Contractual Partner temporarily. ELOPAK shall retain all ownership and commercial property rights (patent, trademark, usage and design rights and copyrights) to them. They must be returned to ELOPAK without delay once the contract has been performed or terminated, without producing copies of any kind, or must be destroyed by the Contractual Partner upon the request of ELOPAK and suitable proof of their destruction must be provided to ELOPAK.
- 6.7. All models, devices and other resources created by the Contractual Partner for the performance of the contract are the property of ELOPAK. In relation to the aforementioned items and all intellectual property rights related to them, ELOPAK is the sole owner and authorized holder. ELOPAK is the sole owner of all property rights to any products of work resulting from the use of the deliveries ("work products"). In this respect, the Contractual Partner shall transfer to ELOPAK without separate remuneration any property rights for work products to which the Contractual Partner is entitled, or in the case of shared property rights to work products, the Contractual Partner's proportion of these rights, immediately upon becoming aware of them. Insofar as transferring property rights to work products is not possible, the Contractual Partner undertakes to grant ELOPAK exclusive, irrevocable, unconditional, transferable and sub-licensable usage rights in this regard, with no restriction in terms of content, location or time and without separate remuneration, immediately upon becoming aware of this matter.

7. Acceptance, Transfer of Risk and Ownership

- 7.1. Deliveries shall require acceptance only if this has been expressly agreed between ELOPAK and the Contractual Partner or if this requirement is due to statutory provisions.
- 7.2. Unless otherwise agreed, ELOPAK can declare its acceptance within two weeks of being notified that the deliveries are ready for acceptance. Partial acceptances are generally excluded. In all other regards, the rights and obligations of ELOPAK with regard to the acceptance shall be based on the statutory provisions.
- 7.3. The risk of accidental loss and accidental degradation of the deliveries shall pass over to ELOPAK upon their handover at the agreed delivery location. For deliveries that require ac-

ceptance, the risk of accidental loss and accidental degradation of the delivery shall only pass over to ELOPAK upon the acceptance of such deliveries.

- 7.4. Insofar as a reservation of title is agreed between the Contractual Partner and ELOPAK in exceptional cases, this shall have the effect of a simple reservation of title. ELOPAK rejects any extended or expanded retention of title. At the latest, ownership of the deliveries shall pass from the Contractual Partner to ELOPAK upon the payment of the price at the latest. ELOPAK shall be permitted to use deliveries made under a retention of title in its ordinary course of business, to mix, process or blend them for its own effect and also to resell them.

8. Claims for Defects, Liability

- 8.1. Should the delivery made by the Contractual Partner be defective, ELOPAK shall be entitled to the contractual and statutory defect rights without restriction.
- 8.2. Insofar as ELOPAK has statutory inspection and notification obligations (as per Sections 377 and 381 of the German Commercial Code (HGB)), these obligations shall be restricted to defects that are obvious during any proper inspection (particularly externally visible damage and variations in identity or quantity). ELOPAK shall notify the Contractual Partner of obvious defects within one week of the delivery and of other defects within one week of their discovery. ELOPAK shall not have any additional inspection or notification obligations.
- 8.3. The Contractual Partner shall bear the costs of subsequent performance (in particular, troubleshooting costs, assembly and disassembly costs, transport, route, work and material costs and customs duties). The place of performance for subsequent performance is the location of the applicable delivery.
- 8.4. ELOPAK may at the expense of the Contractual Partner take measures to remedy the defect itself, have them taken by third parties or procure a replacement itself if the Contractual Partner fails to comply with the written request to remedy the defect within a reasonable period set by ELOPAK. This provision shall also apply without a prior request in urgent cases where there is a risk to operational safety and to prevent disproportionately large damage if the particular level of urgency means that it is no longer possible to inform the Contractual Partner of the defect and set a time limit for the Contractual Partner to rectify it. ELOPAK shall then inform the Contractual Partner of the nature and extent of the defects and the work performed without delay, usually through a complaint report.
- 8.5. The Contractual Partner guarantees that its deliveries do not violate any third-party rights and that third parties cannot assert any rights in relation to the deliveries, particularly rights in rem or intellectual property rights, including any industrial property rights such as patent rights, trademark rights, utility patents, design rights or any patent applications, inventions, rights to trade secrets and expertise, protective copyrights and performance rights, personal rights or rights to data ("protective rights").
- 8.6. If a third party asserts claims against ELOPAK due to the violation of protective rights in relation to a delivery made by the Contractual Partner, then the Contractual Partner shall – notwithstanding any further rights on the part of ELOPAK – at the Contractual Partner's discretion and expense either, insofar as the violation of the right is remedied with equivalent result by doing so, obtain a usage right or amend its delivery in such a way that the protective right of the third party is not violated or replace its delivery with a new delivery. An equivalent result shall be assumed if the agreed use of the deliveries by ELOPAK is not or is only insignificantly restricted. Further legal rights on the part of ELOPAK due to the violation of third-party rights by the deliveries made by the Contractual Partner shall remain unaffected.

9. Indemnification, Insurance Obligation on the Part of the Contractual Partner

- 9.1. The Contractual Partner undertakes to indemnify ELOPAK from all claims for damages and reimbursement of expenses asserted against ELOPAK by third parties due to a defective delivery, a violation of protective rights in relation to a delivery

by the Contractual Partner or any other violation of an obligation for which the Contractual Partner is responsible. The statutory claims and rights of ELOPAK shall remain unaffected by this provision.

- 9.2. The Contractual Partner undertakes to indemnify ELOPAK from all claims in relation to product and producer liability made by third parties due to personal injury or property damage, insofar as these claims are due to a product defect in the delivery or a violation of the Contractual Partner's obligation to monitor the product. This provision shall also apply in the event that claims are made against ELOPAK based on its producer liability under foreign law. Indemnification shall not apply if the Contractual Partner proves that it is not responsible for the damage.
- 9.3. In this context, the Contractual Partner shall also be obligated to reimburse any expenses resulting from or in connection to any recall campaign carried out by ELOPAK. ELOPAK shall inform the Contractual Partner of the content and extent of the recall measures to be carried out – insofar as is possible and reasonable – and shall give the Contractual Partner the opportunity to comment.
- 9.4. The Contractual Partner undertakes to maintain business and product liability insurance with an industry standard coverage amount at its own expense. The Contractual Partner shall send ELOPAK a copy of the applicable policy upon request.

10. Spare Parts and Quality Assurance

- 10.1. The Contractual Partner undertakes to maintain a stock of spare parts for deliveries that are not otherwise available for a period of ten years after the applicable delivery and to offer them to ELOPAK at the prevailing market prices. This provision shall not apply to the extent that it is unreasonable for the Contractual Partner to do so.
- 10.2. If the Contractual Partner intends to fully or partly cease the production of spare parts for deliveries ("discontinuation"), the Contractual Partner shall be obligated to notify ELOPAK in writing immediately following this decision on the discontinuation. This notification must be provided at least twelve months before ceasing production and must include the material numbers and alternative options (including the relevant data sheets). In such cases, the Contractual Partner shall be obliged to offer ELOPAK suitable alternative spare parts at prevailing market prices for a period of at least ten (10) years after the delivery.
- 10.3. The Contractual Partner must carry out quality assurance that is appropriate for the nature and scope and meets the latest standards of technology and must provide proof of this to ELOPAK if requested. The Contractual Partner must keep the documentation in accordance with the statutory provisions and any other legal requirements, but at minimum for a period of ten (10) years. The Contractual Partner shall conclude an appropriate quality assurance agreement with ELOPAK, insofar as ELOPAK deems this to be necessary. The Contractual Partner is obligated to ensure compliance with technical quality standards and contractually agreed properties through careful quality controls and the documentation of these quality controls. The Contractual Partner must design its area of organization in a way that prevents hazards in relation its performance and the use of this performance by ELOPAK and its customers.

11. Supplies

- 11.1. Insofar as ELOPAK makes materials, tools or other production aids available (collectively referred to as "supplies"), ELOPAK reserves the ownership of such supplies. The Contractual Partner shall be permitted to use the supplies only for the orders from ELOPAK. Supplies are not permitted to be reproduced without the prior written consent of ELOPAK. Reproductions shall become the property of ELOPAK once they are produced.
- 11.2. The supplies must be separately stored, marked and kept safe free of charge. The Contractual Partner shall bear the risk of the accidental loss or accidental degradation of the supplies.

The Contractual Partner must perform maintenance and repair work on supplies at its own expense. The Contractual Partner must notify ELOPAK without delay of any seizure of the supplies or other interventions by third parties.

- 11.3. The Contractual Partner shall not be entitled to combine, mix, process or reform the supplies without the prior written consent of ELOPAK. The Contractual Partner shall process or reform the supplies (collectively referred to as "processing" them) for ELOPAK as a manufacturer within the meaning of Section 950 of the German Civil Code (BGB) without any obligation on the part of ELOPAK. The processed supplies to which ELOPAK is granted ownership shall also apply as supplies within the meaning of this Clause 11. When supplies are combined or mixed with goods that are not the property of ELOPAK, ELOPAK shall acquire co-ownership of the new goods. The extent of this co-ownership shall be based on the ratio of the next invoice value of the supplies to the net invoice value of the other goods. If combining, mixing or processing the supplies means that they are no longer the property of ELOPAK, the Contractual Partner shall transfer ELOPAK the property rights to the new goods to which the Contractual Partner is entitled to the extent of the net invoice value of the supplies and shall hold them free of charge for the customer. Co-ownership rights shall apply as supplies within the meaning of this Clause 11.
- 11.4. The Contractual Partner undertakes to insure the supplies against fire damage, water damage, theft and breakage at its own expense and to provide ELOPAK with proof of the insurance upon request. At the same time, the Contractual Partner shall assign all claims arising from this insurance to ELOPAK. ELOPAK hereby accepts this assignment.
- 11.5. The Contractual Partner undertakes to issue supplies at any time at the request of ELOPAK, unless otherwise agreed.

12. Duty to Inform

If a longer-term supply relationship is in place, the Contractual Partner has a duty to inform ELOPAK about any circumstances that may be of significance to ELOPAK; such circumstances include, for example, quality issues that may not yet have been fully overcome, foreseeable supply difficulties and any changes to product properties that may have effects on their use by ELOPAK, even if they do not cause the delivery to be defective.

13. Confidentiality

The Contractual Partner undertakes to treat all non-obvious commercial and technical details that become known to it as confidential. In particular, the Contractual Partner undertakes to use calculations, illustrations, plans, tendering documents, requirements profiles, specification sheets, drawings, other documents and any other data mediums, models and resources only for the contractually intended purpose. They are not permitted to be disclosed to third parties or used for the Contractual Partner's own purposes that are not part of this contract without the express consent of ELOPAK. The duty to maintain confidentiality shall continue to apply following the execution of this contract; it ceases to apply only and insofar as the knowledge, experience and information included in the aforementioned calculations, illustrations, plans, documents, and so on, was verifiably known to the Contractual Partner before the conclusion of the contract or was made known to the Contractual Partner later by third parties without violating any confidentiality agreement, legal provisions or official orders as a result, is already publicly known at the time that the contract is concluded or becomes publicly known later without violating the contract, was developed by the Contractual Partner independently and without access to ELOPAK's confidential information, or must be disclosed due to legal requirements or the order of a court or authority, if and insofar as the knowledge, experience and information included in the aforementioned calculations, illustrations, plans, documents, and

so on, have become generally known. In relation to the aforementioned items and all intellectual property rights related to them, ELOPAK remains the sole owner and authorized holder. The Contractual Partner is not permitted to disclose the contractual relationship with ELOPAK to third parties without ELOPAK's written consent.

14. Foreign Trade Legislation

- 14.1. The fulfillment of a contract by ELOPAK is subject to the proviso that there are no obstacles to its fulfillment based on applicable national or international foreign trade law regulations and that no embargoes and/or any other kinds of sanction are in place.
- 14.2. At the Contractual Partner's own expense, the Contractual Partner undertakes to enable ELOPAK to assess any delivery-related licensing requirements to be complied with by ELOPAK and prohibitions under applicable German, European or US export, customs and foreign trade legislation. This applies in particular in the case of the export or any other resale of the deliveries.
- 14.3. For this purpose, the Contractual Partner must at minimum provide ELOPAK with the following information and data without delay, but at the latest two weeks after the conclusion of the Contract:
- a) The export list number for the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung);
 - b) The list number in accordance with the EU Dual-Use Regulation (Regulation (EU) 2021/821);
 - c) The "Export Control Classification Number" according to the ECCN, if the goods are subject to EAR;
 - d) The statistical commodity code (HS/CN code);
 - e) The country of origin or the mark of origin;
 - f) Upon request, the supplier's declaration of preferential origin.

ELOPAK shall be entitled to request further information and data from the Contractual Partner, insofar as this is necessary.

15. Miscellaneous

- 15.1. Unless otherwise regulated, the place of performance for the deliveries to be rendered by the Contractual Partner is the delivery location specified in the contract with ELOPAK. In all other regards, the place of performance is the registered office of ELOPAK.
- 15.2. The exclusive place of jurisdiction for all disputes arising from or in relation to these Terms is the registered office of ELOPAK in Mannheim, Germany. However, ELOPAK shall be entitled to bring legal action against the Contractual Partner at the Contractual Partner's general place of jurisdiction or any other competent court.
- 15.3. These Terms and all contracts between ELOPAK and the Contractual Partner are subject to the law of the Federal Republic of Germany, under the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 15.4. Should one or more of the provisions in these Terms be or become void or invalid, this shall not affect the validity of the remaining provisions.

Place, Date Contractual Partner (Stamp, Signature of Authorized Representative)