

General Sales and Delivery Terms and Conditions

NITTEL GmbH or Rhein-Plast GmbH or Tesseraux GmbH or Liner Factory GmbH & Co. KG

hereinafter referred to as "Supplier"

1. General Information, Scope of Application

1.1. The following General Sales and Delivery Terms and Conditions of the Supplier shall apply exclusively; any terms and conditions of the Customer that conflict with or deviate from the Supplier's General Sales and Delivery Terms and Conditions shall not be recognised unless the Supplier has expressly agreed to their validity in writing. The Supplier's General Sales and Delivery Terms and Conditions shall also apply even if the Supplier provides the delivery or service to the Customer without reservation in the knowledge that the Customer's terms and conditions conflict with or deviate from these General Sales and Delivery Terms and Conditions. The Supplier's General Sales and Delivery Terms and Conditions shall also apply to future transactions with the Customer.

1.2. All agreements on deliveries and services (hereinafter referred to as "**Service**" or "**Contractual Object**") made between the Supplier and the Customer shall be set out in writing in the relevant contract and any supplementary agreements. The text form of Sec. 126 b of the German Civil Code (BGB) shall suffice for compliance with the written form requirement within the meaning of this section 1.2 and the following provisions. Accordingly, in particular legally relevant declarations and notifications, which must be made to the Supplier by the Customer after conclusion of the contract (deadlines, notices of defects, cancellation or reduction notices), must be made in text form to be effective.

1.3. References to the application of legal requirements are solely for the purpose of clarification. Therefore, the legal requirements even apply without such clarification, insofar as they are not directly revised or explicitly excluded in these General Sales and Delivery Terms and Conditions.

1.4. These General Sales and Delivery Terms and Conditions only apply to companies as defined by Sec. 310 (1) BGB.

2. Offer and Conclusion of Contract

2.1. If an order placed by the Customer qualifies as an offer pursuant to Sec. 145 BGB, the Supplier may accept this offer within four weeks of receiving it. The Supplier's offers are subject to change unless they are expressly marked as binding or contain a specific acceptance period.

2.2. The Supplier may accept the offer by a written declaration (order confirmation) or by providing the services.

2.3. Only the Supplier's order confirmation or, in the case of immediate execution of the order, the performance actually rendered together with the delivery note shall be decisive for the scope and object of the performance. If an order confirmation transmitted by the Supplier contains recognisable changes to the Customer's order, the Customer shall be deemed to have accepted such changes if, in the case of a transmitted order confirmation from the Supplier, the Customer does not object to this order confirmation in writing within ten (10) working days. In any case, however, consent shall be deemed to have been given at the latest if and when the Customer accepts the

performance without objecting in writing as part of its obligations to examine and give notice of defects pursuant to section 8.2. Oral promises made prior to the conclusion of the contract are not legally binding, and oral agreements between the contracting parties will be replaced by the written contract unless it is expressly stated in each case that they shall continue to be binding.

2.5. Additions and amendments to the agreements made, including these terms and conditions, are to be in writing to be effective. With the exception of managing directors or authorised signatories, the Supplier's employees shall not be entitled to make any arrangements that deviate from an agreement that has been made.

2.6. Information provided by the Supplier on the object of the Service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g., drawings and illustrations) are only approximately authoritative unless their usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but instead descriptions or identifications of the Service. Deviations customary in the trade as well as deviations due to legal requirements or that represent technical improvements – along with the replacement of parts of the Service portions by equivalent parts – shall be permissible, provided no impairment of their use for the contractually intended purpose is caused.

2.7. Customary deviations in fabric colouring and in the raw material are permissible. This also applies to deviations in associated samples. The same applies to differences between the imprint and the print run caused by the printing technique and minor fluctuations in the print position. With regard to film thickness specifications, tolerances of +/- 10% are permissible, with the average weight of a measuring strip of the film used to determine its thickness. Size deviations of +/- 5% in the format are permissible as well. Insofar as printed bags are part of the service, a reject rate of approx. 3% is customary and does not entitle the Customer to assert warranty claims. Insofar as the Customer wishes to limit corresponding tolerances and deviations due to the specific purpose of the Contractual Object, it shall be obliged to reach an agreement to this effect together with the Supplier in writing – e-mail or fax not included – in order to counter the aforementioned risks.

2.8. Specific requirements of the Customer regarding processes as well as testing and quality measures shall only become part of the contract if they have been provided to the Supplier with the request specification of a delivery item and have then been agreed between the Customer and the Supplier on a case-by-case basis. General references to the Customer's existing provisions and regulations in this respect shall only become part of the contract if the Supplier has expressly agreed to their inclusion.

2.9. The Supplier shall only assume liability for a specific application/use or a specific suitability insofar as this has been expressly agreed in writing – e-mail and fax not included. This shall apply even if the Supplier's service is in compliance with the Customer's drawings, specifications, samples, plans, etc.

2.10. If the Supplier delivers an (initial) sample and this is approved by the Customer, the Supplier's service in compliance with the approved sample shall be deemed to be a service in accordance with the contract. If an initial sample inspection has been agreed and the Customer asks the Supplier to provide its service even without its explicit initial sample approval and/or before completion of the initial sample inspections, the initial sample approval for the service shall be deemed to have been granted by the Customer. The services corresponding to the initial samples shall then be deemed to be in accordance with the contract. Section 2.7 shall remain unaffected by this. If the Customer asks the Supplier to make changes to the initial sample, the associated expenditure incurred because of the Customer shall be remunerated separately insofar as the purpose of the change is not to

eliminate defects in the initial sample. The Customer must declare any change requests to the Supplier in writing.

2.11. The Supplier shall retain the ownership or copyright of all offers and cost estimates submitted by it as well as any drawings, illustrations, calculations, brochures, catalogues, models, clichés, tools and other documents and aids it has provided to the Customer. The Customer may not make these items accessible to third parties either as such or with respect to their content, disclose information about them, use them itself or via third parties or reproduce them without the express consent of the Supplier. Upon the Supplier's request, the Customer is to return these items in full to the Supplier and to destroy any copies made if they are no longer required by the Supplier in the ordinary course of business or if negotiations fail to result in the contract being concluded. An exception to this is the storage of electronically provided data for the purpose of normal data backup.

3. Delivery, Delivery and Performance Period, Delay in Delivery

3.1. Partial deliveries are permissible and oblige the Customer to pay the pro-rata remuneration if

- the partial delivery is usable for the Customer within the scope of the intended contractual purpose,
- the delivery of the remaining Contractual Objects ordered is ensured and
- the Customer has not incurred any significant additional expenses or costs as a result (unless the Supplier agrees to assume such costs).

3.2. Insofar as the Supplier is to provide its services on demand by the Customer, the Customer shall be obliged – unless otherwise agreed – to accept partial deliveries in approximately equal quantities. Otherwise, the entire service shall be deemed to have been called by the Customer one calendar month after expiry of the period agreed for the call or, in the absence of an agreed period, three calendar months after conclusion of the contract.

3.3. Taking into account the interests involved and within the bounds of what is reasonable, the Supplier hereby reserves the right to make excess or short deliveries in individual cases. In addition, minor, tolerance-related quantity deviations (up to 10%) are permissible for those contractual products measured either in large runs or usually by means of weight-based weighing processes.

3.4. The performance deadlines specified by the Supplier are non-binding and subject to change unless otherwise expressly stipulated in the arrangements made.

3.5. All technical questions must be clarified before a delivery period specified by the Supplier begins.

3.6. Furthermore, compliance with the obligation to deliver shall require the Customer's timely and proper fulfilment of its obligation. The right to raise objection to non-fulfilment of the contract is hereby reserved.

3.7. Insofar as a sales shipment (Section 6.1) has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

3.8. If the Supplier itself is supplied incorrectly late or not at all, even though the Supplier has placed congruent orders with reliable upstream suppliers, the Supplier shall be released from its obligation to perform and may withdraw from the contract. The Supplier shall be obliged to promptly inform

the Customer of its inability to provide the service and to promptly reimburse any consideration already paid by the Customer. In this case, the Supplier shall not be at fault.

3.9. Serious events, such as, in particular, force majeure, industrial disputes, riots, armed or terrorist conflicts and pandemics, that entail unforeseeable consequences for the performance of services, including and especially by affecting suppliers, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they are in default. This shall not imply an automatic termination of the contract unless the delivery subsequently becomes unreasonable for one of the contracting parties due to such events. In particular, the following constellations shall be deemed unreasonable for the Supplier in the aforementioned sense:

(i) If the Supplier requests a quotation for a standard product from its suppliers and does not receive an offer that allows it to perform in accordance with the contract.

(ii) If the customary use, the Customer's specific intended use and/or the specification-compliant manufacturing process of a delivery item justifies a specific claim to the performance of the sub-supplier and the supplier does not have any demonstrably competent sub-suppliers in its supplier base for the purpose of alternative procurement.

(iii) If an alternative procurement for the fulfilment of the contract results in a price increase on the procurement side from the Supplier which leads to the new procurement price being more than 5% above the previously agreed price between the Customer and the Supplier.

Furthermore, the contracting parties hereby agree to adjust their obligations in good faith to the changed circumstances in the event of such an impediment. In any event, the parties shall promptly notify each other after becoming aware of any such impediment or event.

3.10. If the Supplier is in default with a delivery or service or if a delivery or service becomes impossible for the Supplier – for whatever reason – the Supplier's liability for damages shall be limited in accordance with Section 10 of these Sales and Delivery Terms and Conditions.

3.11. If the Customer is in default of acceptance or violates other obligations to cooperate, the Supplier shall be entitled to demand compensation for any damages incurred, including any additional expenditures. The risk of accidental loss or deterioration of the Contractual Object shall pass to the Customer at the point in time at which the Customer is in default of acceptance. Storage costs after transfer of risk shall be borne by the Customer. For storage by the Supplier, the storage costs shall amount to

0.25% of the invoice amount of the delivery objects being stored per full week elapsed. The parties shall have the right to claim and prove higher or lower storage costs.

4. Prices, Terms of Payment, Default, Set-Off, Right of Retention

4.1. The prices apply to the scope of services and deliveries listed in the order confirmation. Additional or special services are charged separately. The prices are ex works of the Supplier plus packaging and the statutory value added tax applicable at the time the service is performed. If the parties have agreed on a sales shipment (Section 6.1), the Customer shall bear the transport costs ex works and the costs of any transport insurance desired by the Customer. Unless otherwise agreed, the Supplier shall be entitled to specify the type of shipment – particularly forwarding agents, dispatch routes or packaging – itself. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.

4.2. If the agreed performance period is more than four months after conclusion of the contract, the Supplier hereby reserves the right to change its prices appropriately with one month's notice if changes in procurement costs occur after conclusion of the contract due to fluctuations in the price of raw materials, utilisation of manufacturing capacities, exchange rates, transport costs, collective wage agreements, customs duties or comparable cost-driving factors outside the Supplier's sphere of influence. If requested by the Customer, the Supplier shall provide evidence of the increase factors. If the price increases by more than 20%, the Customer may withdraw from the contract.

4.3. The accruing remuneration shall be due 10 calendar days after the invoice date without deduction. The decisive factor for the timeliness of payment is the crediting of the Supplier's account as stated on the invoice. Payment by cheque or bill of exchange is excluded unless agreed separately in individual cases. Upon expiry of the aforementioned payment deadline, the Customer shall be in default without the need for a reminder. Interest is payable on the remuneration owed during the period of default at the respectively applicable rate of default interest. Furthermore, the Supplier shall be entitled to charge the Customer a lump-sum reminder fee of EUR 40.00. The Supplier hereby reserves the right to assert further damage caused by default. With respect to merchants, the Supplier's claim to the commercial due date interest rate (Sec. 353 of the German Commercial Code, HGB) shall remain unaffected.

4.4. The Supplier hereby reserves the right to demand down payments in the amount of 30% of the agreed remuneration, starting from a remuneration owed by the Customer in the amount of EUR 5,000 net.

4.5. Following conclusion of the contract, if concerns arise with regard to the solvency or creditworthiness of the Customer resulting in the Supplier's payment claims appearing to be at risk, the Supplier shall be entitled to demand payment concurrently or against security in the form of a directly enforceable, irrevocable guarantee from a major German bank. If the Customer does not comply with this request despite a deadline being set with the threat of withdrawal, the Supplier may withdraw from the contract under exclusion of any claims for compensation by the Customer.

4.6. Set-off with counterclaims by the Customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established.

4.7. If the Supplier is entitled to collect receivables from the Customer by means of a direct debit on the basis of a SEPA direct debit mandate from the Customer, the Customer hereby agrees to have the Supplier send it prior notification of this no later than three (3) calendar days before the date of the intended collection of a SEPA direct debit (execution date).

5. Cooperation Obligations of the Customer

5.1. The Customer shall be obliged to provide the Supplier with all documents required for providing the service free of charge and in good time. Unless otherwise expressly agreed, the Supplier shall not be obliged to check the content of the documents and desired requirements (specifications, functions and technical details) provided by the Customer for potential errors or violations of the rights of third parties by implementing the requirements described.

5.2. If the Customer provides its own services or if services are provided by third parties (including deliveries of goods), the Customer shall be responsible for coordinating the individual work processes and for compliance with the relevant safety regulations and accident prevention regulations.

5.3. If the Customer fails to perform its duties to cooperate to the required extent or if the Supplier is prevented from performing the services incumbent upon it due to circumstances within the Customer's sphere of risk, the Supplier shall be released from its performance obligations for the duration of the disruption and to the extent of its effect and may demand reasonable compensation for any additional expenses caused thereby. In such a case, the Supplier shall factor in what the Supplier saves in expenses or is able to acquire through other orders. The risk of accidental loss or deterioration of the service shall pass to the Customer at the point in time at which the Customer is in default of acceptance.

6. Place of Performance, Shipment, Packaging, Transfer of Risk, Transport Insurance

6.1. Delivery shall be made ex works of the Supplier, which is also the place of performance. At the Customer's request and expense, the goods shall be shipped to another destination (sales shipment). The method of shipment and the packaging shall be at the dutiful discretion of the Supplier.

6.2. The risk of accidental loss and deterioration of the Contractual Object shall pass to the Customer no later than at the time when it is delivered to the Customer. With a sales shipment, however, the risk of accidental loss, accidental deterioration of the goods and the risk of delay shall already pass to the Customer when the Contractual Object is handed over (with the start of the loading process being decisive) to the forwarding agent, carrier or other third party appointed to carry out the shipment. This shall also apply if partial deliveries are made or if the Supplier has assumed other services (such as installation). If the shipment or the handover is delayed due to a circumstance caused by the Customer, the risk shall pass to the Customer as of the day when the Contractual Object is ready for shipment and the Supplier has notified the Customer of this accordingly.

6.3. The Supplier will only insure a shipment against theft, breakage, transport, fire and water damage or other insurable risks at the Customer's express request and at the Customer's expense.

7. Retention of Title

7.1. The Supplier hereby reserves ownership of the Contractual Object until all payments arising from the delivery contract have been received. In the event of conduct by the Customer in breach of the contract, particularly in the case of default in payment, the Supplier shall be entitled to take back the Contractual Object, whereby such reclaiming by the Supplier shall constitute a withdrawal from the contract. After taking back the Contractual Object, the Supplier shall be entitled to realize them; the proceeds from the realization will be credited against the Customer's liabilities – less reasonable realization costs.

7.2. The Customer shall be obliged to treat the Contractual Object with due care; in particular, it shall be obliged to insure it adequately at its own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the Customer shall be required to carry out such work in a timely manner at its own expense.

7.3. In the event of seizures or other interventions by third parties, the Customer shall promptly notify the Supplier in writing so that the Supplier can take legal action in accordance with Sec. 771 of the German Civil Process Order (ZPO). If the third party is unable to compensate the Supplier for court and out-of-court costs of an action pursuant to Sec. 771 ZPO, the Customer will be liable for the loss incurred by the Supplier.

7.4. The Customer shall be entitled to resell the Contractual Object in the ordinary course of business; however, the Customer hereby assigns to the Supplier all claims in the amount of the final invoice amount (including VAT) of our claim accruing to the Customer from the resale against its customers or third parties, irrespective of whether the Contractual Object has been resold without or after processing. The Customer shall remain authorised to collect this receivable even following assignment. The Supplier's authority to collect the receivable itself shall remain unaffected by this. However, the Supplier shall undertake to refrain from collecting the receivable as long as the Customer meets its payment obligations from the proceeds collected and is not in default of payment, and, in particular, no application for the opening of composition or insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, the Supplier can demand that the Customer disclose the assigned receivables and the debtors to the Supplier, provide all information required for collection, surrender the associated documents and notify the debtors (third parties) of the assignment.

7.5. The processing or transformation of the Contractual Object by the Customer shall always be carried out for the Supplier. If the Contractual Object is processed along with other objects not owned by the Supplier, the Supplier will acquire co-ownership in the new item proportional to the value of the Contractual Object (final invoice amount, including VAT) compared to the other objects processed at the time of processing. In all other respects, the same shall apply to the item created by processing as to the Contractual Object delivered under reservation of title.

7.6. If the Contractual Object is inseparably mixed with other objects not owned by the Supplier, the Supplier will acquire co-ownership in the new item proportional to the value of the Contractual Object (final invoice amount, including VAT) compared to the other mixed objects at the time they are mixed. If mixed in a way that the Customer's item becomes the primary item, it is regarded as agreed that the Customer will transfer proportional co-ownership to the Supplier. The Customer will preserve the thereby resulting sole ownership or co-ownership for the Supplier.

7.7. The Customer also assigns the Supplier the claims for securing the receivables owed to the Customer from a third party that arise from the connection of the Contractual Object to real estate.

7.8. At the Customer's request, the Supplier shall undertake to release the securities it is entitled to insofar as the realizable value of the securities

exceeds the receivables that are to be secured by more than 10%; the securities to be released will be selected at the Supplier's discretion.

8. Warranty, Material Defects

8.1. The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period does not apply to claims for damages of the Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty on the part of the Supplier or its vicarious agents, which will become time-barred in accordance with the relevant legal provisions.

8.2. The delivered Contractual Objects must be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer. With regard to obvious defects or other defects which would have been evident in the course of an immediate, careful examination, they shall be deemed to have been approved by the Customer if the Supplier does not receive a written notification of defects within seven working days after delivery. With regard to other defects, the Contractual Objects shall be deemed to have been approved by the Customer if the notification of defect is not received by the Supplier within seven working days after the point in time at which the

defect became apparent; however, if the defect was already apparent to the Customer at an earlier point in time during normal use, this earlier point in time shall count as the start of the period for giving a notification of defect. At the Supplier's request, a rejected Contractual Object must be returned to the Supplier carriage paid. In the event of a justified notification of defect, the Supplier shall reimburse the costs of the most favourable shipping route; this does not apply if the costs increase due to the Contractual Object being located at a place other than the place of intended use.

8.3. If the Contractual Object is defective, the Supplier may first choose supplementary performance by correcting the defect (subsequent improvement) or delivery of an item free from defects (replacement delivery). This shall not affect the right of the Supplier to refuse supplementary performance under the statutory provisions. The place of subsequent performance shall be the place of performance; the Supplier shall also be free to perform subsequent performance at the current place where the Contractual Object is located, provided that no justified interests of the Customer are opposed to this. The Customer must give the Supplier the time and opportunity required for the supplementary performance owed, in particular to surrender the rejected Contractual Object for inspection purposes. In the case of replacement delivery, the Customer must return the defective item to the Supplier according to the statutory provisions unless otherwise agreed in the individual case. The Supplier must bear the expenses necessary for the purpose of inspection and supplementary performance – particularly transport, travel, labour and material costs – if there actually is a defect. However, if a request by the Customer to remedy a defect turns out to be unjustified, the Supplier may demand reimbursement from the Customer for the costs incurred as a result. In case of failure, i.e., the impossibility, unreasonableness, refusal or unreasonable delay with regard to the subsequent performance, the Customer may withdraw from the contract or reduce the purchase price appropriately. The right to withdraw does not apply in the event of negligible defects, however.

8.4. If a defect is due to the fault of the Supplier, the Customer may claim damages under the conditions set out in Section 10 of these Sales and Delivery Terms and Conditions.

8.5. In the event of defects in services provided by other manufacturers which the Supplier cannot remedy for licensing or factual reasons, the Supplier shall, at its option, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the Supplier shall only exist for such defects under the other conditions and in accordance with these Sales and Delivery Terms and Conditions if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers has been unsuccessful or is pointless, such as due to insolvency. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Customer against the Supplier shall be suspended.

8.6. The warranty shall not apply if the Customer modifies the Contractual Object or has it modified by a third party without The Supplier's consent and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

8.7. Any delivery of used objects agreed with the Customer on a case-by-case basis shall be made under exclusion of any warranty for material defects.

9. Property Rights

9.1. In accordance with the provisions of this Section 9, the Supplier warrants that the Contractual Object is free from third-party industrial property rights in the place of manufacture and delivery. Property rights in this sense are patents, utility models and design patents as well as designs and trademarks, including their respective applications, and copyrights. Each contracting party must promptly notify the other contracting party in writing if claims are asserted against it for the infringement of such rights.

9.2. In the event that the Contractual Object infringes on an industrial property right of a third party, the Supplier, at its option and at its expense, shall modify or replace the Contractual Object in such a way that the rights of third parties are no longer infringed upon, but with the Contractual Object continuing to fulfill the contractually agreed functions, or shall procure the right of use for the Customer by concluding a license agreement. If the Supplier has not succeeded in doing this within a reasonable period of time, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the Customer shall be subject to the limitations of Section 10 of these Sales and Delivery Terms and Conditions.

9.3. In the event of infringements of rights by products of other manufacturers (co-)supplied by the Supplier, the Supplier shall, at its option, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. In such cases, claims against the Supplier only exist in accordance with this Section 9 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, such as due to insolvency.

10. Liability

10.1. The Supplier's liability for damages, irrespective of the legal grounds – in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations and tort – is limited in accordance with the provisions of this Section 10, insofar as fault is relevant in each case.

10.2. To the extent that the Supplier is liable on the merits for damages, such liability shall be limited to damages that the Supplier foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or that the Supplier should have foreseen when exercising due care. Moreover, indirect damage and consequential loss due to defects in the delivery item shall only be compensable if such damages can typically be expected from intended use of the delivery item.

10.3. In the event of liability for simple negligence, the Supplier's obligation to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount of EUR 5.0 million in the event of damage, even if this involves a breach of material contractual obligations. Further liability exists in cases where the parties have agreed on a purpose according to Section 2.9 and the Customer has quantified the resulting risk of damage – at least in an approximate figure and, if applicable, the unit of quantity on which this is based (e.g., per piece). If this information is plausible, the liability on the part of the Supplier shall be increased by the amount thereby yielded and confirmed.

10.4. The above exclusions and limitations of liability shall apply to the same extent in favor of the bodies, legal representatives, employees, and other vicarious agents of the Supplier.

10.5. Insofar as the Supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contracted scope of services owed by the Supplier, this is done free of charge and to the exclusion of any liability.

10.6. However, the restrictions of this Section 10 do not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

10.7. The Customer shall only be entitled to withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if the Supplier is responsible for the breach of duty. The Customer's free right of termination (in particular in accordance with Sec. 650 and Sec. 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences apply.

11. Compensation for Futile Expenses

Claims asserted by the Customer for compensation for futile expenses pursuant to Sec. 284 BGB are excluded.

12. Intellectual Property

If inventions are made by the Supplier within the context of the business relationship with the Customer, the Supplier shall be entitled to the sole exploitation of the rights derivable therefrom, particularly patents.

13. Liability for Conflict and Hazardous Materials

The Supplier shall endeavor to keep all Contractual Objects manufactured by the Supplier free from conflict minerals within the meaning of the applicable version of the Dodd-Frank Act (tantalum, tin, gold and tungsten from the DR Congo or its neighboring countries) as well as from hazardous substances in impermissible concentrations (e.g., in accordance with the Electrical Substances Ordinance). Therefore, it is the Supplier's goal to also oblige its suppliers to ensure that the goods purchased from them do not contain any of the aforementioned conflict materials or hazardous substances in impermissible concentrations. However, the assumption of any warranty obligation as well as any liability on the part of the Supplier for the materials used by its suppliers or their suppliers is hereby excluded to the extent permissible.

14. Special Instructions for Storage, Contact with Food, Recyclables

14.1. The Customer is expressly advised that the Contractual Object must be stored professionally in protected warehouses under dry and hygienic conditions protected from sunlight and that the shelf life periods must be observed. The statements in the technical data sheets which the Supplier refers the Customer to upon conclusion of the contract and which are available at www.nittel.eu, www.rhein-plast.de, www.tesseraux.de are applicable. Failure to comply with the specifications there may result in damage to the Contractual Objects, which the Supplier shall not be responsible for.

14.2. The Customer is expressly advised that if the Contractual Object is to be used for contact with foodstuffs, the Customer must take responsibility for checking the suitability of the material for the specific foodstuff in advance.

14.3. Although recycled materials are carefully selected by the Supplier, the Customer and the Supplier are aware that reclaimed plastics are subject to variations in surface finish, color, purity, odor and physical and/or chemical properties for which the Supplier is not responsible. Insofar as the Customer wishes to limit corresponding fluctuations due to the specific purpose of the Contractual

Object, it shall be obliged to reach an agreement on the material procurement together with the Supplier in writing – e-mail or fax not included – in order to counter the aforementioned risks.

15. Miscellaneous

15.1. Should individual provisions of these Sales and Delivery Terms and Conditions be or become entirely or partially invalid, the validity of the remaining provisions shall not be affected. In such a case, the contracting parties shall be obliged to replace the void or invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of an omission within these Sales and Delivery Terms and Conditions.

15.2. These business relations and all legal relations between the Supplier and the Customer shall be governed by the laws of the Federal Republic of Germany – excluding international uniform law, particularly UN sales law. Prerequisites and effects of the reservation of title in accordance with Section 7 shall be subject to the laws at the respective place where the Contractual Object is located, insofar as the choice of law in favour of German law is inadmissible or invalid.

15.3. If the Customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction – including internationally – for all disputes arising directly or indirectly from the contractual relationship shall be the place of business of the Supplier in Bad Dürkheim. However, the Supplier shall also be entitled to file an action at the Customer's general place of jurisdiction.

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