# Terms and Conditions

Bio4Pack - hereinafter known as the seller or supplier -.

Our terms and conditions of sale and delivery shall apply exclusively to all deliveries made by the Seller. We do not recognise any deviating or conflicting general terms and conditions of the Customer, unless we have agreed to their validity in writing. Conflicting general terms and conditions of the purchaser shall not become part of the contract even by acceptance of the contract.

## I. Offer, application and order acceptance

The documents belonging to the offer, such as illustrations, drawings and dimensions, are only approximate unless they are expressly designated as binding. The Seller's written order confirmation shall be decisive for the content and scope of the delivery. In the event of an offer by the Vendor, the scope shall be based on the part accepted by the Purchaser. All subsidiary agreements and amendments shall require written confirmation by the Vendor.
In the event of a continuous business relationship, these Terms and Conditions shall also apply to future transactions in which no express reference is made to them, provided that they were received by the Purchaser in connection with an order previously confirmed by the Vendor.
Any other terms and conditions of purchase of the Purchaser shall only be binding on the Supplier if they have been accepted by it.

## II. price and payment

Unless otherwise agreed, prices are ex works, including loading at the factory, excluding freight, customs duties and ancillary import duties. VAT at the respective statutory rate shall be added to the prices.
If, after submission of the offer or after confirmation of the order until delivery, the decisive cost factors change significantly, the Supplier and the Purchaser shall agree on an adjustment of the prices and the cost shares.
The Supplier shall not be bound by previous prices in the case of new orders and follow-up orders.
Unless otherwise agreed, payment shall be made immediately, without any deductions, free Seller's payment office, at the latest within 14 days after invoicing.
The retention of payments or the set-off due to possible counterclaims of the purchaser disputed by the seller shall not be admissible.

## III. Delivery time

The delivery period results from the order confirmation or from the offer of the supplier, if it is accepted by the customer.
The delivery period shall be deemed to have been complied with if the delivery item has left the factory or readiness for dispatch has been notified by the time of its expiry.

The delivery period shall be reasonably extended in the event of measures taken in the course of industrial disputes, in particular strikes and lock-outs, as well as in the event of unforeseen hindrances beyond the control of the Vendor, insofar as such hindrances can be proven to have a considerable influence on the completion or delivery of the delivery item. This shall also apply if the circumstances have occurred at a sub-supplier. The Seller shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay. The beginning and duration of such obstacles shall be notified to the Purchaser by the Vendor in important cases. Compliance with the delivery period shall be conditional upon the fulfillment of the Purchaser's contractual obligations.
If the goods are not accepted, the Seller shall be entitled, after setting and fruitless expiry of a reasonable deadline, to otherwise dispose of the goods.

## IV. Transfer of risk and acceptance

The risk shall pass to the Purchaser at the latest upon dispatch of the delivery parts from the works, even if partial deliveries are made or the Vendor has assumed other services, e.g. the shipping costs or delivery and installation.
If shipment is delayed due to circumstances for which the Purchaser is responsible, the risk shall pass to the Purchaser on the day of notification of readiness for shipment.
Delivered items shall be accepted by the Purchaser, even if they have insignificant defects, without prejudice to the rights under Section VI.
Partial deliveries are permissible.

## V. Retention of title

The supplier retains title to the delivery items until all claims against the purchaser arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled. This shall also apply if individual or all claims of the Seller have been included in a current account and the balance has been struck and accepted.
The Purchaser shall be entitled to resell the delivery item in the ordinary course of business. However, he already now assigns to the seller all claims accruing to him from the resale against the purchaser or against third parties, irrespective of whether the reserved goods are resold without or after processing. The Purchaser shall be entitled to collect this claim even after the assignment. The authority of the supplier to collect the claim himself remains unaffected by this, however, the seller undertakes not to collect the claim as long as the purchaser duly fulfills his payment obligations.
The Vendor may demand that the Purchaser discloses the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors of the assignment. If the delivery item is resold together with other goods which do not belong to the Vendor, the Purchaser's claim against the customer shall be deemed to have been assigned in the amount of the delivery price agreed between the Vendor and the Purchaser.
The processing, further processing or transformation of reserved goods shall always be carried out by the Purchaser on behalf of the Vendor. If the reserved goods are processed or mixed with other items not belonging to the Supplier, the Seller shall acquire co-ownership of the new item in

the ratio of the value of the reserved goods to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by the processing as to the goods subject to retention of title.
The Seller undertakes to release the securities to which it is entitled insofar as their value exceeds the claims to be secured, insofar as these have not yet been settled, by more than 20%.

## VI. Warranty

The Purchaser is obliged to inspect the delivered items immediately after delivery in accordance with § 377 HGB (German Commercial Code) and to notify the Vendor of any existing defects in writing without delay.
The parties agree that dimensional tolerances of +/- 2mm in the foil products to be delivered do not constitute a defect, nor do 10% excess or short deliveries. Deviations of up to 25% more film thickness shall also not constitute a defect. The seller is liable for defects of the delivery under exclusion of further claims as follows:
All defective parts shall be repaired or replaced free of charge, at the discretion of the Seller, which prove to be unusable or significantly impaired in their usability within 6 months from the date of shipment due to a circumstance prior to the transfer of risk. The Seller shall be notified immediately in writing of the discovery of such defects. Replaced parts shall become the property of the Seller. If shipment is delayed through no fault of the Supplier, liability shall expire no later than 12 months after the passing of risk.
All claims of the Purchaser - for whatever legal reasons - shall become statute-barred 12 months after delivery.
No warranty shall be assumed for damage resulting from the following reasons: improper or unsuitable use incorrect or negligent handling unsuitable operating materials.
After notification of defects, the Purchaser shall give the Vendor the necessary time and opportunity to carry out any repairs and/or replacement parts deliveries which the Vendor deems necessary at its reasonable discretion, otherwise the Vendor shall be released from its liability for defects. Only in cases of danger to operational safety and to prevent disproportionately large damage, which must be reported to the Seller immediately, or in the event of delay in rectification of the defect by the Supplier, shall the Customer have the right to request replacement by third parties. Insofar as a complaint proves to be justified, the Vendor shall bear the direct costs incurred for a repair or replacement delivery, including shipping.
For the replacement parts and the repair, the warranty period is 3 months, but it runs at least until the expiry of the original warranty period for the delivery item. Any improper modifications made by the Purchaser or third parties without the prior approval of the Purchaser shall invalidate the liability for the resulting consequences.
Any further claims of the Purchaser, in particular a claim for compensation for damage that has not occurred to the delivery item itself, are excluded.

## VII. Liability for collateral duties

If, due to the fault of the Seller, the delivered item cannot be used by the Purchaser in accordance with the contract as a result of omitted or faulty execution of proposals and consultations prior to

or after conclusion of the contract as well as other ancillary contractual obligations, the provisions of Sections VI. and the following shall apply accordingly, to the exclusion of further claims of the Purchaser.
In the event of a delay in performance, the Purchaser shall grant the Seller, who is in default, a reasonable period of grace.
All defective parts which are found to be defective at the time of the passing of risk shall be repaired or replaced at the Seller's discretion. In addition, if an attempt to remedy the defect fails, the Seller shall have the right to make a further attempt at subsequent performance, again at the Seller's discretion. Only if the repeated supplementary performance also fails shall the Purchaser be entitled to withdraw from the contract or to reduce the purchase price.
In the event of unforeseeable events, insofar as they significantly change the economic significance or the content of the performance or have a significant effect on the Vendor's operations, and in the event that it is subsequently found to be impossible to perform, the contract shall be adjusted accordingly. Insofar as this is not economically justifiable, the Supplier shall be entitled to withdraw from the contract in whole or in part. Claims for damages by the Purchaser due to such withdrawal shall be excluded. In the event that the right of withdrawal is exercised, Bio4Pack GmbH undertakes to notify the customer immediately after realizing the consequences of the event, even if an extension of the delivery period was initially agreed with the customer.

## VIII. Jurisdiction

In the event of any disputes arising from the contractual relationship, if the Purchaser is a fully qualified merchant, a legal entity under public law or a special fund under public law, the action shall be brought before the court having jurisdiction for the registered office of the Vendor, i.e. the Osnabrück Local Court.

## IX. Final provision

If a provision or part of a provision is or becomes invalid, the remaining provisions shall remain unaffected. The contracting parties are obliged to replace the ineffective provision with one that is as similar as possible. The contractual relations between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and German private international law.

Nornhorn, 1-7-2024
These Terms and Conditions have been filed at the court in The Hague under number 40/2017.