



QUICKPACK Haushalt + Hygiene GmbH
hereinafter referred to as the “purchaser”

General Terms and Conditions of Purchase (GTC) for commercial transactions

1. General information and scope

1.1 Orders of QuickPack Haushalt + Hygiene GmbH Rosine-Starz-Straße 5, 71272 Renningen, entered into the commercial registry of the District court of Stuttgart under HRB 250897 (hereinafter referred to as: the “purchaser”) shall be carried out exclusively based on the following Purchasing Conditions (“General Terms and Conditions of Purchase”). Unless otherwise agreed, the General Terms and Conditions of Purchase shall apply in the version valid at the time of the purchaser’s order, and in any case in the last version disclosed to the purchaser in text form, without the purchaser having to refer to them again in each individual instance.

1.2 Any contrary Conditions of Sale of the seller are hereby expressly excluded. Deviations and supplements by the seller to these Purchasing Conditions shall only be recognised by the purchaser if the purchaser expressly agrees to their applicability in writing; they shall apply only for the transaction for which they are concluded in the individual case. This approval requirement shall apply in every case, for example, even if the purchaser accepts deliveries from the seller unconditionally, being aware of the seller’s Conditions of Sale.

1.3 These General Terms and Conditions of Purchase of the purchaser shall apply exclusively to all purchases, orders and contracts of the purchaser in its business dealings with entities that are not considered consumers under Sec. 310 para. 1 BGB (German Civil Code).

1.4 Orders and contracts shall be issued solely in accordance with these Purchasing Conditions.

The seller hereby agrees that only these General Terms and Conditions of Purchase shall be binding, either when the seller submits a binding offer to conclude a purchasing agreement, or when the order is accepted by the seller, and at the latest when the ordered goods are delivered or the ordered services performed. The General Terms and Conditions of Purchase shall apply, in particular, to contracts for the purchase and/or delivery of movable goods (hereinafter referred to as “goods”), regardless of whether the seller manufactures the goods itself or purchases them from its own suppliers (Sections 433, 651 BGB).

The seller’s acceptance of orders/contracts from the purchaser shall be considered recognition of these General Terms and Conditions of Purchase. Any deviating agreements shall only be valid if concluded in writing.

1.5 These General Terms and Conditions of Purchase shall also apply to all future commercial transactions with the seller.

2. Offer and conclusion of contract

2.1 Contracts concluded by the purchaser shall come into being through acceptance of a binding offer from the seller, under the conditions indicated there, or through acceptance of an offer from the seller in accordance with point 1.4.

2.2 Order acceptance shall be confirmed in writing, in text form, within 3 days after the order is submitted, or in particular may be provided unconditionally by sending the goods. If a contract confirmation is received later, or if its content differs from that of the order, this shall be considered a new order and must be accepted by the purchaser in text form to be valid.

2.3 Orders are only binding if they are issued in text form. There are no oral ancillary agreements as of the time the contract was concluded. Orders or supplements issued orally or by phone, or changes to orders that have already been issued or contracts that have already been concluded shall require the written form to be valid.

2.4 Individual agreements made with the seller in an individual case after the contract is concluded (including ancillary agreements, supplements, and amendments) shall always take precedence over these General Terms and Conditions of Purchase. A written contract or order from the purchaser in text form shall be decisive for determining the content of such agreements, unless proven otherwise.



3. Confidentiality and assignment

Disclosing the order to third parties, including the assignment of resulting rights and claims, shall require prior approval from the purchaser in text form. If this provision is not complied with, the purchaser reserves the right to declare its withdrawal from the contract and/or request payments for damages. Furthermore, clause 7 of these General Terms and Conditions of Purchase also applies to services of the seller.

4. Prices

4.1 The price indicated in the order is binding.

If the order does not expressly list the price, the seller shall state the price before carrying out the contract. If the seller states the price, this price shall be considered agreed if the purchaser agrees to it in writing within 5 days of receiving the notification.

If the seller does not state the price, then the most recent prices charged between the contractual partners shall be considered agreed, or alternatively the seller's list prices at the time the order was placed, with customary deductions.

The agreed prices are considered fixed prices (net) and exclude supplementary claims of any kind. Unless otherwise agreed in an individual case, the price includes all services and ancillary performances of the seller, as well as all ancillary costs (such as proper packaging, transportation costs and any transportation or liability insurance).

4.2 Sample deliveries, developing drafts, projects, plans, costing, etc. shall be completed by the seller on behalf of the purchaser free of charge, and shall be non-binding unless otherwise agreed in writing.

4.3 Unless otherwise agreed, all prices shall include statutory VAT, including packaging and shipping free of charge to the address indicated by the purchaser (destination). The agreed prices are fixed prices for the entire ordered quantity, regardless of how the delivery or service is performed, in particular regardless of whether goods are accepted once or in partial deliveries. The destination is also considered the place of fulfilment for the delivery or service, as well as any supplementary performance.

4.4 If the seller delivers the contractual products or similar products in comparable quantities during the term of a contract for product deliveries to a third party at more favourable conditions, in particular in terms of prices, discounts, technology, quality, payment conditions, delivery deadlines or other conditions, then the seller shall inform the purchaser of this promptly, and automatically grant these more favourable conditions to the purchaser as well. The new conditions shall apply retroactively, from the time at which the seller granted these more favourable conditions to third parties.

4.5 If a price agreed is "ex works" or "ex warehouse" in an individual instance, the purchaser shall accept only the least expensive freight costs. All costs incurred up until handover to the freight forwarder, including loading and carriage, shall be borne by the seller. The pricing method shall not influence the agreed place of fulfilment.

4.6 Customs clearance of deliveries coming from abroad, including paying any import duties or import VAT, shall be the responsibility of the seller.

5. Deadlines and terms for deliveries and services

5.1 The agreed delivery deadlines are binding. Extensions shall require prior approval from the purchaser in text form. If calendar weeks are agreed, the delivery must be completed by Friday of the calendar week, at the latest.

5.2 Agreed delivery and service deadlines are considered fulfilled if goods are received at the delivery address by the time indicated in the order, or services are performed by the agreed date.

5.3 Deliveries or services completed before the deadline under clause 4.1 of these General Terms and Conditions of Purchase are permitted only with the purchaser's approval.



5.4 The unconditional acceptance of a late delivery or service shall not be considered a waiver of any claims incurred due to the delay.

5.5 The seller hereby undertakes to promptly inform the purchaser of any circumstances in text form, including reasons for these and their projected duration, that could negatively impact an on-time delivery or service, as soon as it becomes aware of such circumstances. The purchaser reserves the right to request an extension of delivery deadlines.

5.6 The seller shall enclose a delivery slip with every delivery or service, including the supplier and order number. The delivery slip must furthermore match the order/contract, and must contain all relevant information, in particular the date, content of the delivery and order number and order date of the purchaser.

5.7 If force majeure, war, natural catastrophes, strikes, lockouts, official measures and other unforeseeable, unavoidable and serious incidents that are outside the purchaser's sphere of influence make it impossible for the delivery to be accepted / delivered or for the service to be performed or received, then the purchaser shall be freed from their acceptance obligation and entitled to withdraw from the contract for the duration of the disruption and to the extent of its effect, without this resulting in any reimbursement claims against the purchaser. The purchaser shall adjust its own obligations to the changed circumstances to the best of its knowledge and ability. This may mean that the purchaser omits remaining deliveries or services in whole or in part, even after the disruption is removed, or requests the continuation of deliveries or services.

6. Withdrawal and contractual penalty in case of delay

6.1 The seller shall be liable for all damages and disadvantages suffered by the purchaser resulting from a culpable failure to meet the agreed delivery deadlines.

6.2 If the agreed deadlines and terms are not met, the purchaser reserves the right to withdraw from the contract in text form through a written declaration, following the end of a reasonable grace period of 14 days.

6.3 Furthermore, the seller shall be obligated to reimburse the following flat-rate delay damages in case of its culpable behaviour, in addition to any further statutory claims. For each business day of the delay, a contractual penalty of 0.1% of the delivered value of goods in default shall apply, and at most 5% of the total value of this delivery. The damage amount shall be lower or higher if the purchaser can verify that damages suffered were higher, or if the seller verifies they were lower.

6.4 The purchaser's right to assert claims for damages in addition to the contractual penalty shall remain unaffected. However, if a contractual penalty is issued, this shall be offset against such claims for damages.

6.5 The contractual penalty does not need to be reserved when goods are delivered or accepted. It is sufficient if the contractual penalty is asserted by the time the final payment is due.

6.6 If delivery terms are delayed or re-calculated by mutual agreement, the above contractual penalty regulation shall be based on the new deadlines, without regarding a separate agreement regulating the contractual penalty.

7. Partial, additional, reduced or early deliveries

7.1 The purchaser is not obligated to accept partial deliveries if these have not been agreed. If partial deliveries have been agreed, the purchaser can determine the sequence of such deliveries. The purchaser is entitled to use partial deliveries without thereby recognizing that the delivery conformed to the contract.

7.2 Early deliveries shall only be accepted by the purchaser by written agreement in text form. If the seller delivers products earlier than the agreed delivery deadline, then the purchaser reserves the right to return the products at the cost and risk of the seller. If the delivery is early and the purchaser does not return goods, then products shall be stored at the cost and risk of the seller until the agreed delivery deadline. The purchaser is entitled to use the agreed delivery deadline as the basis for the payment deadline.



7.3 The characteristics of goods during the incoming goods acceptance by the recipient of the delivery shall be decisive in determining the condition, type, quantity, and weight of the delivery.

7.4 The purchaser is entitled to reject additional or reduced deliveries outside of customary tolerance ranges. Deliveries that deviate more than 5% from the ordered quantity shall always require prior written approval from the purchaser.

8. Shipment, packaging and transfer of risk

8.1 The delivery address indicated in the order shall be decisive for the delivery. Deliveries shall be completed free of charge to the delivery address (unless otherwise agreed by the parties in the individual case).

8.2 The risk of transportation, freight risk and ancillary costs shall be borne by the seller.

8.3 Goods must be packaged so as to avoid any damage in transit. Only environmentally-friendly packaging materials may be used.

8.4 The risk of accidental deterioration and destruction of goods (transfer of risk) shall be transferred upon handover of goods at the destination; or by providing delivery free of charge to the delivery address indicated, e.g. for regular deliveries free of charge to the delivery address, upon acceptance of goods and acknowledgment of receipt by the recipient.

8.5 The purchaser can stipulate the type of packaging or shipping method to be used. If it does not do so, then the seller shall choose an inexpensive and suitable type of packaging and shipping specifically for each good. Culpable failure to observe this obligation shall result in all costs incurred, such as reimbursements for damaged goods, additional freight costs, disposal and similar to be borne by the seller.

8.6 The seller shall take back packaging materials upon request by the purchaser and in accordance with the law.

9. Security for contractual fulfilment

9.1 If the purchaser makes an advance payment, the seller shall provide a security on request by the purchaser within 10 business days, in the form of an unlimited, unconditional, directly enforceable guarantee at a guarantor located within the Federal Republic of Germany (bank or savings bank - not credit insurer), payable at first request, in the amount of 10% of the net order total, for fulfilment of all of its obligations under the agreement, in particular for contractual completion of services, including billing, correcting defects (including all payment claims and claims for damages associated with defects), reimbursing excess payments, including interest, fulfilling claims for damages of all kinds, in particular due to claims for damages in place of services resulting from a breach of duty, due to culpability in contractual negotiations and due to circumstances surrounding carrying out the contract.

9.2 Advance payment may be made depending on submitting the deed of suretyship.

9.3 The purchaser shall return the deed of suretyship after goods are delivered or accepted.

9.4 The seller shall bear costs related to the security.

10. Contractual amendments/ technical changes

10.1 Amendments to the content of the contract - in particular regarding quantities or the delivery or service date - shall be regulated by mutual agreement between the purchaser and seller, and shall be stipulated in writing in text form. Clause 1.7 GTC shall remain unaffected.

10.2 Changes to the object of delivery or service by the seller shall require prior written agreement from the purchaser in text form.



11. Quality

11.1 The seller shall comply with standard engineering practice and applicable safety regulations for its deliveries. If the purchaser has received drawings, samples or other specifications or documents from the seller, then it shall comply with them in terms of the design and characteristic features of the delivery object. Changes to the delivery object, a previously approved product or production process, or moving such products or production processes to another location shall require prompt written notification in text form from the supplier and the advance, express agreement of the purchaser in written form.

11.2 The seller hereby guarantees and assures that all deliveries and services conform to state of the art science and knowledge as well as relevant statutory requirements and specifications, including those of trade associations and professional associations within the Federal Republic of Germany, the EU and the destination country.

11.3 The seller hereby guarantees that its deliveries and services conform to the requirements and specifications individually agreed with the purchaser, that they generally have the agreed characteristics, and that they are suitable for the use set forth in the contract.

11.4 The seller shall be liable for ensuring the delivered products and packaging materials are environmentally-friendly and not harmful to health, as well as for all subsequent damages resulting from violations of statutory disposal obligations. Upon request, the seller shall issue a certificate of composition and/or origin for the delivered goods.

12. Hazardous materials and preparations

12.1 The seller must observe statutory regulations of the country of manufacture and the country of sale for goods and materials as well as processes that require special treatment under the law, regulations or other provisions, or due to their composition and environmental impact, for instance in terms of transportation, packaging, labelling, storage, treatment, manufacturing and disposal.

12.2 The seller shall provide the purchaser with the papers and documents necessary in this respect even before the order is confirmed. In particular, all hazardous material and water pollutants may only be delivered by the purchaser after submitting an EC safety data sheet and after approval is granted. If the requirements of clause 11.1 change during the course of the delivery relationship, then the seller shall promptly provide the purchaser with documents and papers describing the changed requirements.

13. Confidentiality and contractual penalty due to violations of secrecy

13.1 The seller hereby undertakes to treat all confidential information it receives from the other contractual partner either directly or indirectly as confidential. Orders and all associated commercial and technical details shall also be treated as confidential information. In particular, all images, drawings, calculations, quality guidelines, samples and similar objects shall be treated as confidential. Duplicating and transmitting confidential information is permitted only as necessary based on operational requirements. Such information may only be disclosed to third parties with the prior written consent of the purchaser.

13.2 The above obligations do not apply to confidential information if the seller can verify that:

- (I) it was already publicly accessible before it was disclosed, or became public without any action on the seller's part;
- (II) it was already in the seller's possession at the time it was disclosed;
- (III) it was disclosed to the seller by a third party without any obligation to confidentiality or not to use the information, as long as this third party did not receive the information from the seller either directly or indirectly;
- (IV) it was required to be shared with official agencies under the law.

13.3 The seller hereby undertakes to obligate subcontractors to confidentiality to the same extent. The seller may only use the confidential information disclosed to it by the purchaser in accordance with these regulations.

13.4 The non-disclosure agreement shall remain in effect for 3 years after the end of the delivery relationship. The seller hereby undertakes to return all confidential information received to the purchaser, insofar as it is available in physical form or



on electronic storage media. Upon request by the purchaser, the seller shall confirm to the purchaser in writing and in text form that it has fulfilled the last two clauses.

13.5 Each culpable violation of this non-disclosure agreement shall incur a contractual penalty of 50,000 EUR. The purchaser has the right to assert further claims for damages - offsetting the contractual penalty against these.

14. Payment conditions

14.1 In general, invoices by the seller shall be issued in euros, or in the currency stipulated in the order. VAT shall be listed separately as a percentage, along with the currency amount on the order confirmation and on the invoice. The invoice must include all relevant information from the delivery or service slip.

14.2 The contractually agreed price for the delivery or services is a fixed price, and shall apply to deliveries or services free of charge to the delivery address or place where services are to be performed. It includes packaging, freight, customs duties, customs VAT, carriage, insurance and similar costs, unless otherwise agreed.

14.3 Unless otherwise specifically agreed, invoices shall be paid either within 30 days with a 3% discount, within 60 days with no discount, calculated from the date the invoice is received by the purchaser. If goods are received after the invoice, then this date shall be decisive for calculating the payment deadline and discount terms. Incomplete invoices which cannot be reviewed - in particular invoices without an order number / order date / receipt note shall be returned to the seller for completion. The payment term shall only begin after a completed invoice is received. In case of bank transfers, the payment is considered on time if our transfer order is received by our bank before the end of the payment deadline; we are not responsible for delays by banks involved in the payment process.

14.4 If advance payment has been agreed with a seller, then the seller shall provide a banking security. Please refer to clause 8 of these GTC.

15. Offsetting / right of retention

15.1 The purchaser is entitled to offset all claims it has against the seller against any receivables which the seller asserts against the purchaser. The purchaser may only entitle its claims against those of the seller if the claims of the seller are undisputed or have been stipulated by a court of law.

15.2 The purchaser shall be entitled to a right of retention and the right to object due to non-fulfilment of contract in accordance with the law. If services are incomplete or defective, the purchaser is entitled to reserve a portion of payments due until they are fulfilled properly.

16. Quality and documentation

The seller shall comply with the agreed technical data in its deliveries. All goods delivered to the purchaser must conform to current statutory requirements, in particular EU requirements related to prohibited ingredients and those requiring declaration. Relevant declarations of conformity, etc. shall be considered part of the delivery for products under EC directives. Products with a CE mark shall be considered permitted for free trade in goods.

17. Defect complaints for deliveries and service acceptance

The statutory regulations (Sections 377, 381 HGB) apply to commercial duties of investigation and complaint, under the following premise: If goods are delivered to a third party at the request of the purchaser, then this third party shall inspect the purchased goods promptly for any defects - on behalf of the purchaser - as feasible in the course of ordinary business. The purchaser - or the recipient of the delivery acting on its behalf - must submit prompt complaints regarding obvious defects in the goods; complaints are considered prompt if they are submitted within 2 weeks of delivery. If the defects are concealed, then this term shall begin when the defects are discovered.



18. Defect liability

The statutory regulations apply to our rights regarding defects of title and material defects in goods and services (including incorrect or reduced deliveries, improper assembly, defective assembly, operating or servicing instructions) or other breaches of duty by suppliers. Acceptance of goods or services shall not be considered confirmation that they were performed properly.

19. Limitation

19.1 Mutual claims of the contractual parties shall expire in accordance with the law, unless otherwise agreed in the following.

19.2 In deviation from Section 438 para. 1 no. 3 BGB, the general statute of limitations for defect claims is 3 years from the transfer of risk. The three-year limitation shall apply accordingly to claims resulting from defects in title, whereby the statutory limitation period for third party in rem claims (Sec. 438 para. 1 no. 1 BGB) shall remain unaffected; furthermore, claims resulting from defects in title shall not expire as long as third parties can assert the right against us, in particular due to a lack of limitation period.

19.3 The limitation periods under purchasing law, including the above extension, shall apply for all contractual defect claims. If we are also entitled to extra-contractual claims for damages due to a defect, then the regular statutory limitation period shall apply to these (Sections 195, 199 BGB), unless applying the limitation periods under commercial law would result in a longer limitation period in the individual case.

20. Supplier recourse

20.1 The purchaser shall be entitled without restriction to statutory recourse claims of the purchaser within a supply chain (suppliers recourse according to Sections 445 a, 445 b, 478 BGB) in addition to defect claims. In particular, the purchaser is entitled to request exactly the type of supplementary performance from the seller (replacement delivery or repair) that the purchaser owes our purchasers in the individual case. The purchaser's statutory elective right (Sec. 439 para. 1 BGB) shall not be restricted.

20.2 The purchaser's claims for supplier recourse shall also apply if the defective goods are processed by the purchaser or another company, for instance by installation in another product.

21. Product liability - release - re-purchase - liability insurance

21.1 If the seller is responsible for product damages under the Product Liability Act or sections 823 et seqq. BGB, then it is obligated to reimburse the purchaser for all damages incurred in this respect, or to release the purchaser from any claims for damages by third parties on first request if the cause of these was within its organisation and sphere of influence, and if it would itself be externally liable. The principles of Sec. 254 BGB apply to co-culpability or joint causes involving the purchaser.

21.2 Within the framework of its liability for the loss incidents outlined in clause 14 a) of the General Terms and Conditions of Purchase, the seller is also obligated to reimburse any expenses in accordance with Sections 683, 670 BGB and Sections 830, 840, 426 BGB.

22. Retention of ownership

22.1 Ownership of the delivered goods shall be transferred to us once full payment is made, if the seller deliveries under a retention of ownership. Any extended or expansion retention of ownership shall be excluded.

22.2 Regardless of any retention of ownership on the part of the seller, the purchaser is entitled to process and sell the delivered goods from the time they are received and before the full purchase price is paid, in the course of its ordinary business activities.



23. Final provisions

23.1 Applicable law

The law of the Federal Republic of Germany applies to these Purchasing Conditions and all legal relationships between the purchaser and seller, excluding the United Nations Convention on the International Sale of Goods of 11/04/1980 (CISG).

23.2 Place of fulfilment

The place of fulfilment for all claims resulting from legal relationships with the seller, and therefore for all deliveries, services and payments, shall be the destination to which goods are to be delivered or where services are to be performed in accordance with the contract.

23.3 Place of jurisdiction

The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Stuttgart, if the seller is a merchant or legal entity under public law, or a public law special fund. However, the purchaser is also entitled to file suit at its own place of jurisdiction.

23.4 Severability clause

If individual provisions of these Purchasing Conditions are or become invalid or unenforceable after the conclusion of the contract, this shall not otherwise affect the validity of these Purchasing Conditions or the agreement in which they are integrated. The invalid or unenforceable provision shall be replaced by a valid and enforceable regulation with effect as close as possible to the economic objective which the contractual parties pursued with the invalid or unenforceable provision. The above provision shall apply accordingly if these Purchasing Conditions have any loopholes.