



QuickPack Haushalt + Hygiene GmbH  
hereinafter referred to as the “Seller”

## General Sales and Delivery Conditions (GSC) for commercial transactions

### 1. General information and scope

- 1.1. These General Sales and Delivery Conditions of the seller apply exclusively to all sales, deliveries and other services of the seller in its business dealings with entities that are not considered consumers under Sec. 310 para. 1 BGB (German Civil Code).
- 1.2. If the purchaser makes an order or accepts deliveries or services from the seller, this shall be considered recognition of these General Sales and Delivery Conditions. Any deviating agreements shall only be valid if concluded in writing.
- 1.3. The General Terms and Conditions of the purchaser are expressly excluded. Conditions of the purchaser that deviate or contradict these sales and delivery conditions shall only apply if approved in writing.
- 1.4. These General Sales and Delivery Conditions shall also apply to all future commercial transactions with the purchaser.

### 2. Offer and conclusion of contract

- 2.1. Unless expressly designated as binding, offers from the seller shall always be non-binding, and understood only as a request to submit an order. Orders by the purchaser shall be considered offers according to Sec. 145 BGB.
- 2.2. A contract shall only come into being between the seller and purchaser when the seller provides written confirmation that it accepts the purchaser's order (order confirmation). The delivery slip or goods invoice shall also be considered an order confirmation, if the contract is carried out directly.
- 2.3. Oral ancillary agreements beyond the scope of the written agreement shall always require written confirmation. The same applies to changes in the offer and deviations from these conditions.
- 2.4. Documents associated with the offer, such as images, drawings, dimension and weight information, are only binding if assured explicitly by the seller in writing.

### 3. Prices and payment conditions

- 3.1. The prices indicated in the written order confirmation apply.
- 3.2. Prices shall be free of charge to the recipient for orders over 1,050 EUR net value of goods.
- 3.3. The seller shall only accept discountable bills of exchange in payment based on an express agreement. Credit memos for checks and bills of exchange shall be provided conditional on receipt, effective as of the date when the seller can dispose over their equivalent value. If the purchaser falls into default, the seller is entitled to charge interest and commissions in the amount of credit taken out from its bank, for uncovered credits.
- 3.4. All claims of the seller shall be due immediately, regardless of the terms of any bills of exchange or checks that have been received or credited, if the payment conditions are not complied with, or if the seller becomes aware of circumstances that could negatively impact the purchaser's credit standing after concluding the agreement. Furthermore, in such cases the seller may carry out outstanding deliveries only in return for advance payment, and withdraw from the agreement following a reasonable grace period,



or request claims for damages due to non-fulfilment. Furthermore, the seller is entitled to deny continuance of goods delivered under a retention of ownership, and request that such goods be returned or transmitted to the direct owner at the cost of the purchaser.

#### 4. Retention of ownership and right of use

4.1. The seller reserves ownership of delivered goods until all claims resulting from the contract have been paid, even if payments are made for specifically designated claims. This also applies to all future deliveries, even if the seller does not expressly refer to this stipulation once again. The seller is entitled to take back purchased goods if the purchaser violates the agreement.

4.2. For open invoices, retention of ownership shall serve to secure the seller's balance claims.

4.3. Furthermore, the purchaser shall take all measures necessary to ensure the seller's claim to ownership is not restricted or revoked. As long as ownership has not yet been transferred, the purchaser must inform the seller promptly and in text form if the delivered objects are seized or subject to other measures by third parties. If the third party is not able to reimburse the seller for the judicial and extra-judicial costs of a suit in accordance with Sec. 771 ZPO (Code of Civil Procedure), then the purchaser shall be liable for the losses incurred.

4.4. The purchaser is only entitled to process the reserved goods, mix them with other goods, or sell them to others within the framework of its normal business operations, and only if it is not in default. Processed goods shall serve as a security for the reserved goods, in the amount of the invoice value.

If the purchased goods are processed along with other objects not belonging to the seller, then the seller shall receive co-ownership to the new goods in relation of the ratio to the objective value of the purchased goods to the other processed objects, at the time of processing. Otherwise, the same conditions shall apply to new goods produced through processing as to the reserved goods. They shall be considered reserved goods in accordance with these conditions.

The same shall apply in case of mixing. If the mixture is completed in such a manner that the purchaser's products are considered the primary products, then the parties agree that the purchaser shall transfer proportional co-ownership to the mixture to the seller, and shall safeguard said sole or co-ownership.

4.5. Claims of the purchaser resulting from further sale of reserved goods, therefore, are hereby already transferred to the seller, regardless of whether the reserved goods are sold with or without further processing or sold to one or more purchasers. The seller hereby already accepts this assignment. The assigned claim shall serve as a security, in the value of the sold reserved goods.

4.6. If the purchaser sells the reserved goods along with other goods not belonging to the seller, with or without further processing, then the purchase price claim shall be assigned only in the value of the reserved goods.

4.7. Any other disposition over the reserved goods is prohibited. If the purchaser defers the purchase price to its own purchasers, then it shall reserve ownership to the reserved goods with respect to them under the same conditions under which the seller reserved ownership of deliveries of the reserved goods against it. Otherwise, the purchaser shall not be entitled to sell the goods to other parties.

#### 5. Delivery terms and default

5.1. The delivery term shall begin when the contract is concluded (order confirmation/ order acceptance), but not before full clarification of all details related to its execution. Compliance with delivery terms shall require the prompt and proper fulfilment of the purchaser's obligations. The seller reserves the right to object due to non-fulfilment of contract.

5.2. Delivery terms and deadlines shall be considered fulfilled upon notification that goods are ready for shipment, if it would be impossible for the seller to send the goods due to no fault of its own, or if the required shipping instructions or agreed acceptance are not provided in a timely manner.



5.3. The agreed delivery term shall be extended - regardless of the seller's rights resulting from default by the purchaser - by the amount of time in which the purchaser is in default with respect to its contractual obligations. This applies accordingly if a delivery deadline has been agreed.

5.4. If the seller falls into default or does not comply with a delivery deadline stipulated by the calendar, then the purchaser shall provide the seller with a reasonable grace period. After this grace period, the purchaser may withdraw from the contract if goods are not reported as ready for shipment by the end of this time. The purchaser cannot reject partial deliveries in this case.

5.5. If the purchaser delays shipment, then it shall be charged costs incurred for storage, starting in the month when notification is sent that goods are ready for shipment. If goods are stored in the seller's warehouse, then this shall be at least 0.5% of the gross invoice amount for each full or partial month.

## 6. Transfer of risk and shipment

6.1. The risk of accidental deterioration and destruction shall be transferred to the purchaser when the sold goods are handed over to a freight forwarder or shipper, or other person or entity commissioned to carry out the shipment. This also applies if the parties have agreed to free delivery. In this case, release shall be considered the same as if the seller made goods available to the purchaser.

6.2. If certain instructions are not provided for shipments in the order, then goods shall be sent in a non-binding manner at the seller's discretion using the least expensive freight option. In this case, the seller shall have no obligation to insure the delivery. The seller shall accept no liability for damage or loss during transportation.

6.3. If the shipment is delayed for reasons that are not the responsibility of the seller, then the risk shall be transferred to the purchaser on the date goods are ready for shipment. From this time, deliveries shall be carried out at the risk and request of the purchaser.

6.4. Goods reported as ready for shipment by the agreed deadline must be called immediately; otherwise, or if it is not possible to complete the shipment, the seller is entitled to store goods at the cost and risk of the purchaser at its own discretion, and to charge them as delivered ex works. Return packaging shall be charged at cost, if deemed necessary for the goods. The seller shall only take back such packaging by prior agreement, and only for half of the charged amount.

6.5. Delivered objects shall be accepted by the purchaser even if they have insignificant defects, regardless of the rights outlined under clause 8.

## 7. Acceptance and fulfilment

Acceptance must be expressly agreed, and can only be carried out in the seller's warehouse or in the manufacturing plant, promptly after notification is provided that goods are ready for acceptance. The seller shall bear only the material costs related to the acceptance. Any further costs shall be borne by the purchaser.

## 8. Defect complaints, liability and guarantee

8.1. In order for the purchaser to assert guarantee rights, it must have properly fulfilled its duties of inspection and complaint in accordance with Sec. 377 HGB (German Commercial Code).

8.2. The purchaser shall inspect deliveries and services in a timely manner after receiving goods or after services are complete, and shall promptly notify the seller of any defects. If it does not do so, the deliveries and services shall be considered approved.

8.3. Defects that could not be discovered, even with a very careful inspection after receipt of goods, shall require a complaint to be filed promptly after they are discovered. All processing must be halted immediately.

8.4. If a defect did exist at the time of transfer of risk, despite taking proper care, the purchaser must provide the seller with the opportunity to provide supplementary performance within a reasonable time period.



8.5. No guarantee claims shall exist in the following cases:

- natural wear and tear,
- incorrect assembly by the purchaser or third parties,
- improper handling,
- excessive load or stress,
- improper substrates or other influences of any kind, as long as they are not the fault of the seller,
- defects based on a design specified by the purchaser,
- design defects, if state of the art technology has been used.

8.6. Claims by the purchaser due to material defects shall expire 12 months after goods are delivered to the purchaser. The guarantee obligation is excluded for used goods. The statutory limitation periods shall apply to claims for damages due to gross negligence and injuries to life, body and health resulting from an intentional or negligent breach of duty by the user.

8.7. If the law stipulates longer terms in accordance with Sections 438 para. 1 no. 2 BGB (buildings and objects for buildings), 445 a, b BGB (recourse claims), 478 (recourse claims in consumer goods purchases) and 634 a para. 1 no. 2 BGB (construction defects), then these terms apply.

8.8. Guarantee claims shall expire prematurely if the purchaser or third parties make modifications or repairs to the deliveries and services, or if the purchaser does not promptly take all necessary measures to reduce damages if a defect does occur, or does not give the seller the opportunity to correct the defect.

8.9. Clause 10 applies to claims for damages (exclusion of further liability of the seller, limitation of liability).

## 9. Force majeure

9.1. Instances of force majeure include, for instance, mobilisation, war, currency policy measures, operational disruptions of all kinds, strikes and lockouts, as well as official measures that make it impossible to carry out the contract. Circumstances that make it much more difficult or impossible for the seller to complete the delivery are considered equivalent to force majeure, such as fires, interference with traffic routes of all kinds, regardless whether these affect the seller or its suppliers.

9.2. Furthermore, all incidents that cannot be avoided by human action are considered force majeure.

9.3. In case of force majeure incidents, the delivery term shall be extended by the time of the unavoidable incident. This also applies if these circumstances occurred to preliminary suppliers or subcontractors. The seller shall promptly inform the purchaser when such obstacles begin or end.

9.4. Furthermore, in cases of force majeure the seller shall be entitled to withdraw from the contract if it has not yet been fulfilled.

9.5. The purchaser can request a declaration from the seller on whether the seller is withdrawing or will deliver within a reasonable time period. If the seller provides no declaration, the purchaser can withdraw.

## 10. Exclusion of further liability of the seller, limitation of liability

10.1. Damage and expense reimbursement claims of the purchaser (hereinafter referred to as claims for damages), regardless of their legal grounds, but in particular due to violations of duties resulting from a contractual obligation are excluded, with the exception of such claims resulting from Sec. 439 para. 3 BGB and from unlawful actions.

10.2. This does not apply if a guarantee has been given or purchasing risk assumed.

10.3. Furthermore, this does not apply if the seller is subject to mandatory liability, for instance under the Product Liability Act, in case of intentional action or gross negligence, due to an injury to life, body or health, or in case of a violation of cardinal contractual obligations.



These are obligations which must be fulfilled in order for the contract to be carried out, and which the contractual partner should regularly expect will be fulfilled. Claims for damages due to violations of cardinal contractual obligations shall, however, be limited to foreseeable damages typical for the contract, insofar as the seller is not guilty of gross negligence or liable due to an injury to life, body or health. This shall not result in a reversal of the burden of proof, to the disadvantage of the purchaser.

## 11. Offsetting and right of retention

11.1. Offsetting is excluded, unless the counter claims are undisputed or have been found valid in a court of law, or counter claims resulting from the same contractual relationship.

11.2. The purchaser is only entitled to exercise a right of retention if its counter claim is based on the same contractual relationship.

## 12. Assignments prohibited

The purchaser is not entitled to assign its claims against the seller to third parties without the seller's written approval.

## 13. Industrial property rights

The seller reserves all rights of ownership and copyright to all offer documents. The purchaser hereby recognises these rights.

Documents may not be disclosed to third parties either in whole or in part, unless the seller grants the purchaser express approval to do so in text form.

Documents must be returned on request by the seller. This also applies to documents, drawings, models, etc. prepared by the seller on behalf of the purchaser, for which the purchaser only bears a portion of the costs. The charged proportional costs shall not be reimbursed.

## 14. Special conditions for plastic products

The seller and purchaser are subject to the current GFR testing and assessment clause for polyethylene films of the Federal Material Testing Institute in Berlin.

## 15. Place of jurisdiction and applicable law

15.1. The place of fulfilment and sole place of jurisdiction for all disputes is Renningen. The seller reserves the right to bring suit against the purchaser at another place of jurisdiction as well.

15.2. Contracts between the seller and purchaser and all legal relationships between the parties shall be subject exclusively to the law of the Federal Republic of Germany, excluding the UN CISG.

## 16. Other

If individual provisions are invalid, the remainder of the contract shall remain valid, including the other conditions of these General Sales and Delivery Conditions.