

General Terms and Conditions of Sale of Söhner Kunststofftechnik GmbH

§ 1 Scope, form

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers ("Buyers"). The GTCS shall only apply if the Buyer is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or in any case in the version last communicated to the Buyer in written form shall also apply as a framework agreement for similar future contracts, without our having to refer to them again in each individual case.

(3) These GTCS apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their validity. This requirement of consent shall apply in any case, for example even if the Buyer refers to their general terms and conditions in the context of the order and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTCS. In case of doubt, commercial terms are to be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or price reduction) must be made in writing. The written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Formal statutory requirements and further evidence, in particular in the case of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of legal provisions are for clarification purposes only. Even without such clarification, the legal provisions shall therefore apply unless directly amended or expressly excluded in these GTCS.

§ 2 Conclusion of contract

(1) Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions, price lists or documents – including in electronic form – to which we reserve ownership rights and copyrights.

(2) The order of the goods by the Buyer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 21 calendar days of its receipt by us.

(3) Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.

§ 3 Delivery period and delay in delivery

(1) The delivery period shall be agreed individually or specified by us upon acceptance of the order. Documents and materials required for the fulfilment of the purchase contract must be submitted or provided by the Buyer without delay; if our delivery is delayed due to missing or late

provision of documents or materials, the Buyer shall be liable for the resulting delay.

(2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this immediately and at the same time inform them of the expected new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already provided by the Buyer. A case of non-availability of the performance in this sense shall be deemed to be, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in the individual case.

(3) A delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the Buyer is required.

(4) The rights of the Buyer pursuant to § 9 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, acceptance delay, liquidated damages

(1) Delivery shall be ex works, which shall also be the place of performance for the delivery and any subsequent performance. The goods will be shipped to another destination (sale by delivery) at the Buyer's request and expense. Unless otherwise agreed, we are entitled to determine the type of shipping (in particular the transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover of the goods. However, in the case of sale by delivery, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall be transferred upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. If the Buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(3) If the Buyer is in default of acceptance, culpably breaches other duties to cooperate, or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.5% of the order amount (net) for each completed calendar week, but no more than 5% of the order amount (net), beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for dispatch (liquidated damages).

Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, appropriate compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. However, the Buyer shall be entitled to prove to us that we have not suffered any damage or that the damage suffered by us is considerably less than the lump-sum compensation demanded by us.

§ 5 Prices and payment terms

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply in EURO, ex warehouse, plus statutory VAT.

(2) In the case of sale by delivery (§ 4 para. 1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

(3) The purchase price is due and payable within 30 days of invoicing and delivery or acceptance of the goods. However, even within an ongoing business relationship, we shall be entitled at any time to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

(4) The Buyer shall be in default upon expiry of the above payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by delay. With regard to merchants, our claim to commercial maturity interest (§ 353 HGB, German Commercial Code) remains unaffected.

(5) The Buyer shall only be entitled to rights of set-off or retention insofar as their claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's reciprocal rights, in particular pursuant to § 8 para. 6 sentence 2 of these GTCS, shall remain unaffected.

(6) If it becomes apparent after conclusion of the contract (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of unmarketable items (products made to specification), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§ 6 Retention of title

(1) We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the reserved goods (e.g. seizures).

(3) In the event of breach of contract by the Buyer, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender and return of goods by us does not constitute a statement of withdrawal; rather, we are entitled to merely demand surrender of the goods and reserve the right to withdraw. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all

other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the Buyer mentioned in para. 2 shall also apply with regard to the assigned claims.

(c) The Buyer remains authorised to collect the claim alongside us. We undertake not to collect the claim as long as the Buyer fulfils their payment obligations to us, is not in default of payment, and we do not assert the retention of title by exercising a right in accordance with para. 3. If this is the case, however, we can demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Buyer's authorisation to resell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

§ 7 Production materials and documents

(1) Unless otherwise agreed, we shall be entitled to the property rights and, if applicable, industrial property rights and copyrights, in particular all exclusive, otherwise unrestricted, assignable and sub-licensable rights of use and exploitation to our production materials (in particular models, moulds, tools [e.g. basic tools and tool inserts] and devices) and documents (in particular drafts, documents, illustrations and drawings) designed or created by us for the Buyer or by third parties on our behalf. Upon request, the Buyer shall immediately return to us all production equipment and documents provided to them, including any copies made (regardless of the medium).

(2) We shall retain the corresponding rights to our production materials and documents, in particular the respective exclusive right of use. If the Buyer provides us with templates and ideas, we shall receive an irrevocable, assignable, sub-licensable, non-exclusive right to use them, unlimited in terms of location, time and subject matter. If there are works, intellectual property or expertise created by our employees or other contractual partners together with the customer or its employees or other contractual partners (collectively "joint work results"), we shall reach an agreement with the Buyer on the proportion, registration, maintenance, defence and use of the work results achieved. If no agreement is reached, the principles governing co-ownership by defined shares within the meaning of §§ 741 ff BGB apply accordingly. Collaborative work results may only be published with the prior consent of the each party involved. This consent may only be refused for good cause. Each party may publish the results of the work it alone has produced in connection with the purchase contract.

At our first request, the Buyer is obliged to return to us without delay all documents, data and files handed over to them, including any copies made. Digital copies must be permanently deleted and destroyed.

The Buyer only acquires rights of use to our aforementioned rights if a separate payment is made for this.

(3) Documents provided to us by the Buyer which have not led to the execution of a contract shall be returned to the Buyer or destroyed by us at the Buyer's request, otherwise we shall be entitled to delete or destroy them three months after receipt of the Buyer's offer. The supplier should therefore generally refrain from handing over original documents to us; they must keep original documents themselves if possible and reasonable, or make backup copies before handing over original documents to us.

(4) We undertake to store the production materials and documents designed for the execution of the contracts for the sale and/or delivery of goods for a period of 2 years after termination of the contract (retention period).

(5) Notwithstanding the above, the parties may agree that the ownership of production materials is transferred to the Buyer. In this case, we shall not transfer ownership to the Buyer until the goods and the respective production materials have been paid for in full.

In such cases, the handover of the production materials to the Buyer shall be replaced by storage in favour of the Buyer. Regardless of the Buyer's legal right to return and the service life of the production materials, we are entitled to exclusive possession of the production materials until the contract is terminated. We will insure the moulds at the Buyer's request and expense. We shall only be obliged to replace these production materials free of charge if they are required to fulfil a quantity of goods agreed with the Buyer.

The storage obligation according to § 7 clause 4 shall also apply to production materials of which the Buyer has acquired ownership. After expiry of the retention period, however, we shall be entitled to destroy or dispose of the production materials unless the Buyer requests that we return them before expiry of the retention period in accordance with § 7 clause 4.

(6) The Buyer shall bear the costs of maintenance and insurance for production materials made available to us by the Buyer. If the Buyer does not fulfil their contractual obligations, we shall have a right of retention to their production materials.

§ 8 Claims for defects on the part of the Buyer

1) The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier's recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 (5), 327u BGB) shall remain unaffected, unless equivalent compensation has been agreed, e.g. within the scope of a quality assurance agreement.

(2) The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including any accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our website) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content to the extent that this requirement arises from a quality agreement in accordance with para. 2. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.

(4) We shall in principle not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that they have fulfilled their statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of goods intended for installation or further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent upon delivery, during the inspection or at a later point in time, we must be immediately notified in writing. If the Buyer fails to properly inspect the goods and/or report any defects, our liability for defects that are not reported properly and in good time shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the Buyer shall, in

particular, have no claims for reimbursement of the corresponding costs (dismantling and installation costs).

(5) If the delivered item is defective, we may initially choose whether to provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The Buyer may reject the type of supplementary performance chosen by us if it is unreasonable for them in the individual case. Our right to refuse supplementary performance under the statutory conditions remains unaffected.

(6) We are entitled to make the supplementary performance owed by us dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in proportion to the defect.

(7) The Buyer shall give us the time and opportunity required for the supplementary performance owed, and in particular shall hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer does not have a right of return. Subsequent performance shall not include the disassembly, removal or deinstallation of the defective goods or the installation, attachment or fitting of a defect-free item if we were not originally obliged to perform these services; claims by the Buyer for reimbursement of corresponding costs ("dismantling and installation costs") remain unaffected.

(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs arising from the unjustified request to remedy the defect (in particular, inspection and transport costs) if the Buyer knew or negligently did not know that there was actually no defect.

(9) In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect themselves and to demand compensation from us for the objectively necessary expenses. We must be notified immediately of any such self-remedy, in advance if possible. The right of self-remedy does not exist if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.

(10) If the supplementary performance has failed or a reasonable deadline to be set by the Buyer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the Buyer can withdraw from the purchase contract or reduce the purchase price. However, no right of cancellation exists in the case of an insignificant defect.

(11) Claims of the Buyer for damages or reimbursement of futile expenses shall only exist in the case of defects in accordance with § 9 and shall otherwise be excluded.

§ 9 Other liability

(1) Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. diligence in our own affairs; insignificant breach of duty), for

- a) damages resulting from injury to life, limb or health,
- b) damages arising from the breach of an essential contractual obligation (i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the other contracting party regularly relies and may rely; in this case, our

liability shall be limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from this § 9 para. 2 shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the Buyer under the Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

§ 10 Limitation period

(1) Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory regulation (§ 438 para. 1 no. 2 BGB). Other special statutory provisions on limitation periods (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) also remain unaffected.

(3) The above limitation periods under commercial law shall also apply to contractual and non-contractual compensation claims of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Buyer pursuant to § 9 para. 2 sentences 1 and 2 (a) as well as the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 11 Other obligations of the Buyer – Indemnification obligations – Provision of materials (quantity surcharge)

(1) The Buyer is obliged to inform themselves about all legal provisions relating to them, in particular mandatory obligations, and to strictly adhere to them. This applies in particular in cases where the goods (or parts thereof) are resold or exported by the Buyer to third parties, e.g. to Russia. In particular, customs regulations, sanctions, information and authorisation requirements or other export regulations in accordance with the current Dual-Use Regulation for dual-use goods must be complied with.

(2) Should we incur damage in breach of the above obligation or in connection therewith, the Buyer shall compensate us for this damage. In particular, the Buyer shall indemnify us in full on first request against all claims resulting from the infringement of applicable law or third-party rights for which the Buyer is responsible. The indemnification obligation also includes in particular the indemnification of reasonable national and international legal defence costs (e.g. court and lawyer's fees).

(3) If materials are delivered and provided by the Buyer as agreed, the Buyer shall be obliged to deliver them to us in good time and in the agreed quality at its own expense and risk and with a reasonable quantity surcharge of at least 5%.

(4) If we are obliged to deliver according to templates, drawings, models, samples or using materials provided by the Buyer, the Buyer guarantees that the industrial property rights of third parties, in particular in the country of destination of the goods, are not infringed by this. We are not obliged to carry out our own research.

Should we incur damage in breach of the above obligation or in connection therewith, the Buyer shall compensate us for this damage. In particular, the Buyer shall indemnify us in full on first request against

all claims resulting from the infringement of applicable law or third-party rights for which the Buyer is responsible. The indemnification obligation also includes in particular the indemnification of reasonable national and international legal defence costs (e.g. court and lawyer's fees).

(5) If a third party prohibits us from manufacturing or delivering the goods with reference to the infringement of patent rights regarding the drawings, models, samples or materials provided in accordance with para. 4 above, we shall be entitled – without legal assessment – to discontinue work until the legal situation has been clarified by the Buyer and the third party. If, due to the delay in continuing with the order, we cannot reasonably be expected to continue with the order, we shall be entitled to withdraw from the contract.

§ 12 Food safety and recycled materials

(1) If the goods are to be used for contact with food, it is the responsibility of the Buyer to check the suitability of the material of the goods for contact with the specific food.

(2) Regenerated plastics may vary from batch to batch in terms of surface quality, colour, purity, odour and physical or chemical properties.

§ 13 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to these GTCS and the contractual relationships between us and the Buyer, excluding international uniform law, in particular the UN Sales Convention.

(2) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, or if they do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Buyer and the Vendor is, at the Vendor's discretion, the Vendor's registered office (currently: 74193 Schwaigern) or the Buyer's registered office. However, the place of jurisdiction for legal action against the Vendor shall be the Vendor's place of business (currently: 74193 Schwaigern). Mandatory statutory provisions on exclusive jurisdiction remain unaffected by this provision.

Schwaigern, March 2024