

## General Terms and Conditions of Delivery ROVEMA GmbH

### I. General

1. These General Terms and Conditions of Delivery (GTD) apply to any natural or legal person who, when concluding a contract, acts in the exercise of his or her commercial or self-employed professional activity (entrepreneurs) as well as legal entities under public law or a special fund under public law.

2. These GTD form the basis of all contracts concluded between ROVEMA ('Contractor') and its Customers for the sale and/or delivery of packaging machines (hereinafter referred to as "Equipment"), irrespective of whether these are manufactured by ROVEMA itself or purchased from suppliers.

In the absence of a special agreement, a contract is generally concluded with the written order confirmation of the Contractor.

3. Deviating, conflicting or supplementary general terms and conditions of business or purchase of the Customer shall not apply, even if they are not expressly rejected. They shall only become part of the contract if and insofar as the Contractor has agreed to their validity in writing.

4. Individual agreements and details in the Contractor's offer and order confirmation shall take precedence over these GTD. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

5. Written form within the meaning of these GTD includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, remain unaffected.

### II. Offer

The Contractor's offers are generally non-binding, unless otherwise stated in the offer. The documents belonging to the offer, such as illustrations, drawings, weights and dimensions, are non-binding unless they are expressly designated as binding. The Contractor reserves the right to make any technical changes it deems necessary at any time. The Contractor expressly points out that all deliveries do not include any other services, such as commissioning and/or training, unless they have been agreed in writing.

### III. Price and Payment

1. Prices are CPT, plus VAT, unless otherwise contractually agreed.

2. All payments are to be made in EURO by electronic transfer without any deduction and free of charge for the Contractor within five (5) days from the date of the corresponding invoice from the Client. The payment date shall be deemed to be the day on which the amount to be paid is received in the Contractor's account.

3. The customer shall only be entitled to withhold payments or offset them against counterclaims to the extent that the customer's counterclaims are undisputed or have been recognized by declaratory judgement.

4. In the absence of a special agreement, the following terms of payment shall apply when the order is placed: Forty (40) % of the total amount immediately after dispatch of the order confirmation, thirty (30) % of the total amount as progress payment 3 months after conclusion of the contract, thirty (30) % of the total amount after notification of readiness for dispatch and before delivery.

5. In the event of default in payment, the Buyer shall owe default interest in the amount of the EURIBOR plus 9 percentage points. Claims for further damages remain unaffected by this.

6. Until the third instalment has been paid in full, the Contractor shall have a right of retention with regard to the entire performance owed.

### IV. Duties of the Customer

1. The Client shall provide ROVEMA with all information and documents necessary for the proper execution of the Agreement in a timely manner.

2. The Customer is obliged to provide the Contractor with the test material in the quantity requested by the Contractor for the construction, testing and adjustment of the system free of charge at the agreed times. Any shipping, customs and disposal costs incurred shall be borne by the Customer.

3. If the customer fails to fulfil an obligation on time, ROVEMA may redetermine the dates of performance at its own discretion.

4. The Customer shall take delivery of the Equipment at the agreed time after the Contractor has notified the Customer that the Equipment is ready for delivery. At the Contractor's request, the Customer shall declare readiness for receipt and provide the information required to carry out the delivery. If the Customer does not comply with the request within 14 days and declares its readiness to accept the Equipment, ROVEMA may store the Equipment insured at the Customer's expense. In this case, acceptance shall be deemed to have taken place and the agreed warranty period shall commence. Should instalments of the purchase price still be outstanding at this point in time, these shall be due immediately upon the occurrence of default of acceptance.

### V. Date of delivery

1. Delivery dates specified by the Contractor are non-binding unless otherwise contractually agreed. However, if the contracting parties have agreed a delivery date in writing, compliance with this date by the Contractor shall require that all commercial and technical issues between the contracting parties have been clarified and that the Customer fulfils all obligations for which the Customer is responsible. If this is not the case, the delivery date shall be extended at the discretion of the Contractor. The delivery date shall be deemed to have been met if the Equipment has left the Contractor's premises or the Contractor has notified readiness for dispatch by the expiry of the delivery date or within a reasonable grace period.

2. Compliance with the delivery date is subject to correct and timely delivery by our own suppliers. The Contractor shall notify the Customer as soon as possible of any impending delays.

3. If non-compliance with the delivery date is due to force majeure, labour disputes or other events beyond the Contractor's control, the delivery date shall be extended accordingly. The Contractor shall inform the Customer of the beginning and end of such circumstances as soon as possible. This shall also apply if the circumstances occur at its subcontractors.

4. If a fixed delivery date has been agreed and the Customer has suffered damage due to a delay for which the Contractor is solely responsible, the Customer may claim compensation for the delay. This shall amount to 0.5 % for each full week of delay, but not more than a total of 5 % of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. Further claims for damages due to delay are excluded, unless they are based on intent.

5. If dispatch is delayed for reasons for which the Customer is responsible, the Customer shall be invoiced for the costs incurred as a result of the delay, starting with the notification of readiness for dispatch.

### VI. Delivery, transfer of risk and receipt

1. The Contractor shall deliver the Equipment in accordance with the agreed Incoterms clause. If no Incoterms clause is specified, deliveries shall always be made from the manufacturing plant (CPT) specified in the offer. If the agreed Incoterms clause obliges the Contractor to fulfil certain import formalities for import into the country of delivery, the Customer shall provide the Contractor with all

assistance required by the Contractor at its own expense. If there are delays in the fulfilment of import formalities (not caused by the Contractor), the Contractor shall be entitled to adjust the delivery date.

2. The risk shall pass to the Customer when the Equipment leaves the factory, even if partial deliveries are made or the Contractor has assumed other services, e.g. shipping costs or transport and installation. At the Customer's request and expense, the Contractor shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks.

3. If acceptance or certain services have been agreed for the Equipment, this does not change the time of transfer of risk.

4. If dispatch is delayed or does not take place as a result of circumstances for which the Contractor is not responsible, the risk shall pass to the Customer from the date of notification of readiness for dispatch; however, the Contractor shall be obliged to take out the insurance requested by the Customer at the latter's request and expense.

5. Partial deliveries are permissible, unless otherwise agreed and reasonable for the customer, and shall be invoiced in instalments.

### VII. Acceptance

1. If an acceptance has been agreed between the contracting parties and the Customer refuses it due to significant defects, the Contractor shall be entitled to carry out subsequent improvements or replacement deliveries and then declare readiness for acceptance again. If acceptance is not carried out by the Customer within a period of 15 calendar days after notification of readiness for acceptance, or a written declaration by the Customer with a precise description of unfulfilled points, acceptance shall be deemed to have taken place.

2. If, for reasons for which the Customer is responsible, acceptance runs do not take place in whole or in part immediately after installation and commissioning, the Customer shall bear all costs incurred as a result, in particular the travelling expenses incurred as a result. If the Customer starts commercial production, acceptance shall be deemed to have taken place. The same shall apply if acceptance has not been declared 4 weeks after delivery for reasons for which the Contractor is not responsible.

### VIII. Retention of title

1. The Equipment shall remain the property of the Contractor until full payment of all claims which arise or will arise in the future for the Contractor against the Customer on whatever legal grounds upon conclusion of this contract. The retention of title does not exclude the Customer's right to sell and process the Equipment in the ordinary course of business as long as the Customer is not in arrears with its payments. This authorisation shall lapse if the customer suspends payment. The customer is not permitted to pledge or assign the Equipment as security.

2. In the event that the Equipment is resold, regardless of whether this is permissible or not, the Customer hereby assigns to the Contractor all claims and rights against its buyers arising from this resale in the amount of the value of the Equipment. The Contractor accepts this assignment.

The Customer is authorised to collect the assigned claims as long as the Contractor does not withdraw this right. In any case, the Customer shall immediately transfer the collected amounts to the Contractor insofar as the Contractor's claims are due. At the Contractor's request, the Customer shall provide the information required for collection so that the Contractor can notify the debtor of the assignment and demand payment to itself.

3. Any treatment or processing of the Equipment to create a new item shall be carried out by the Customer on behalf of the Contractor without any obligations arising for the Contractor.

The Customer hereby grants the Contractor co-ownership of the new item in the ratio of the value of the new item to the value of the Equipment.

4. If the Equipment is combined, mixed or blended with other goods not belonging to the Contractor, the Contractor shall be entitled to co-ownership of the new item in the ratio of the value of the Equipment to the other goods at the time of combination, mixing or blending. The Customer undertakes to store the item for the Contractor free of charge.

5. If the Equipment is resold together with other goods, whether without or after processing, combining, mixing or blending, the advance assignment agreed in Clause 2 of this clause shall only apply to the value of the Equipment resold together with the other goods.

6. The Contractor undertakes to release the securities to which it is entitled under the above provision at its discretion at the Customer's request to the extent that their value exceeds the claims to be secured by 20%.

7. The Customer is obliged to insure the (processed) Equipment against the usual risks (in particular the risk of destruction, loss, damage) at his own expense after the transfer of risk.

8. If reservations of title are not effective in a foreign country, the respective equivalent security rights of the country of destination shall be deemed to have been expressly agreed.

### IX. Liability for defects in the Equipment

1. The Contractor shall deliver the Equipment free of defects. The Contractor shall be liable for defects in the equipment exclusively in accordance with the following provisions.

2. In the event of defects in the Equipment or part of the Equipment, the Contractor has the right to repair or replace it at its discretion.

Only in urgent cases where operational safety is endangered or to prevent disproportionately large damage, in which case the Contractor must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Contractor.

3. If the complaint proves to be justified, the Contractor shall bear the expenses necessary for the purpose of subsequent fulfilment, provided that this does not result in a disproportionate burden on the Contractor. Insofar as the expenses increase due to the fact that the Customer has taken the purchased item to a place other than the place of fulfilment after delivery, any additional costs incurred as a result shall be borne by the Customer.

4. The Contractor shall be entitled to at least two (2) attempts at rectification. The Customer shall grant the Contractor secure access to the Equipment for this purpose. If the attempts at subsequent fulfilment (rectification or replacement delivery) ultimately fail, the Customer may, at its discretion, demand a reduction in the net price or withdraw from the contract. In the case of only minor defects, the Customer shall have no right of cancellation.

5. If the Contractor replaces spare parts within the scope of liability for material defects or as a gesture of goodwill, or if the Contractor provides the Customer with such parts for self-installation, the replaced parts shall become the property of the Contractor without further declaration. The Customer undertakes to grant the Contractor possession of the parts without delay, but at the latest within 4 weeks. If spare parts are sent, the Customer shall send the removed parts to the Contractor within this period. If the Customer does not grant the Contractor possession within the aforementioned period, the Customer undertakes to pay the price of the installed or delivered spare part to the Contractor.

6. The Customer is obliged to report obvious defects in writing within a period of 1 week from receipt of the equipment; otherwise the enforcement of the warranty claim is excluded. The timely sending of the notice of defects shall suffice to meet the deadline. The Customer

shall bear the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

7. If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent fulfilment has failed, he is not entitled to any additional claims for damages due to the defect.

8. In principle, only the Contractor's product description shall be deemed agreed as the quality of the Equipment. Public statements, promotions or advertising by the Contractor shall not constitute a contractual description of the quality of the Equipment. In case of doubt, the agreements made between the parties are to be interpreted in such a way that none of the warranties or quality features, none of the descriptions of the subject matter of the contract or the scope of delivery and services, none of the property specifications and also not the technical specifications are to be understood as a guarantee of quality, unless otherwise expressly agreed. Regardless of the respective designation, these details are always quality agreements.

9. Guarantees in the legal sense are only given by the Contractor if they are included in the order confirmation and are designated as a guarantee of certain properties of the equipment.

10. The warranty is excluded (i) in the event of only minor deviations from the agreed quality (ii) in the event of natural wear and tear (iii) in the event of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials or due to special external influences which are not provided for in the contract (iv) if the Customer or a third party commissioned by the Customer carries out improper work on the Equipment; (v) if modifications are made to the Equipment without the prior consent of the Contractor; (vi) if the Customer modifies the software or interferes with it in any other way, unless the Customer proves in connection with the notification of defects that the modification is not the cause of the defect, (vii) the Customer does not follow the Contractor's instructions regarding operating and/or maintenance work, replaces parts or uses consumables that do not comply with the original specifications or does not follow the operating instructions supplied.

11. The limitation period is one (1) year from delivery. If acceptance has been agreed, the limitation period shall commence on the day of acceptance of the Equipment, but no later than 30 days after delivery.

#### **X. Software, Intellectual Property, Third Party Intellectual Property Rights**

1. Insofar as software is included in the scope of delivery, the Customer is granted a non-exclusive right to use the software including its documentation. It is only provided for use on the specific equipment. Use of the software on a system other than the one supplied is prohibited. The Customer shall not have the right to request the source code for the Software from the Contractor.

2. The customer may not modify, reverse engineer or translate the software and may not extract any parts unless this is permitted under copyright law (§ 69 a ff. UrhG). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the Contractor's prior express consent.

3. All other rights to the software and the documentation, including copies, shall remain with the Contractor or the software supplier. The granting of sublicenses is not permitted.

4. In addition, the Customer shall receive a non-exclusive right of use to the drawings and documentation, the content of which shall be limited to the purpose of operating the equipment. All intellectual property shall remain with the Contractor. The Contractor reserves ownership rights and copyrights to cost estimates, drawings and other documents; they may not be made accessible to third parties.

5. Should the use of the Equipment lead to the infringement of industrial property rights or copyrights in Germany, the Contractor shall, at its own expense, procure the right for the Customer to continue using the Equipment or modify the Equipment in a manner

that is reasonable for the Customer so that the property rights are no longer infringed. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Contractor shall also be entitled to withdraw from the contract. In addition, the Contractor shall indemnify the Customer against undisputed or legally established claims of the relevant property right holders.

The obligations of the Contractor stated here are conclusive, subject to liability in accordance with Section X. in the event of infringement of intellectual property rights or copyrights.

They only exist if:

- the Customer immediately informs the Contractor of any alleged infringements of property or copyright,
- the Customer provides reasonable support in defending against the asserted claims or enables the Contractor to carry out the modification measures,
- the Contractor reserves the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not due to materials, specifications and specifications from the sphere of the Customer or is based on any other instruction of the Customer, and
- the infringement was not caused by the Customer's unauthorized modification of the Equipment or using it in a manner not in accordance with the Contract.

#### **XI. Liability of the Contractor, Disclaimer**

1. Insofar as claims for damages arise against the Contractor from or in connection with the contractual relationship, the Contractor shall be liable to the Customer without limitation

- in cases of intent and gross negligence,
- in cases of culpable injury to life, limb or health,
- under the Product Liability Act,
- in the case of fraudulently hidden defects, and
- if a guarantee has been assumed, provided this has been agreed in writing.

In the event of a simple negligent breach of essential contractual obligations (cardinal obligations), the contractor's liability shall be limited to the foreseeable damage typical for this type of contract. Essential contractual obligations are those whose fulfilment is essential for the proper manufacture, delivery, assembly or commissioning of the machine or system and on whose compliance the customer may regularly rely.

Otherwise, the Contractor's liability for simple negligence is excluded.

This applies in particular to

- indirect damage and consequential damage,
- loss of production, business interruption or downtime costs,
- loss of profit,
- compensation for wasted expenditures
- damage resulting from incorrect operation or improper use that was not detected in time.

2. The Contractor shall be liable for claims for damages due to delay in accordance with Section V. Paragraph 4 and for impossibility in cases of simple negligence up to a maximum amount of 5% of the order value, based on the part of the order affected by the delay or impossibility. Liability for intent and gross negligence in accordance with Section 1 above remains unaffected.

3. Technical information or recommendations are only binding if they have been confirmed in writing.

4. To the extent permitted by law, the contractor's liability is limited to an amount corresponding to the order value.  
The above limitations of liability also apply in favour of Rovema's legal representatives, employees and vicarious agents.

## **XII. Supplementary provisions for packaging machines**

1. Each machine shall only provide its service within the agreed tolerances if the contractually agreed original material (packaging material, filling material) is used. The Contractor shall not be liable for damage caused by the Customer using original material other than that provided for in the contract. The Customer shall provide the Contractor with the original material required for adjustment and testing with a precise description of the properties free of charge, carriage paid and with the necessary shipping instructions for outward and return transportation in good time in accordance with the Contractor's request.

2. The Contractor shall not be liable for the return of less than the quantity of original material provided and for damage thereto, unless the Contractor has acted culpably.

3. The machines are set up in accordance with the regulations applicable in Germany. If the Customer wishes the machines to be set up in accordance with deviating regulations, he must inform the Contractor of this when placing the order and must send these regulations in German or English. The Contractor reserves the right to adjust the price and delivery dates after order confirmation if this becomes necessary.

4. The Customer shall be liable for ensuring that the appropriate measures are taken in accordance with the provisions applicable in Germany to protect the operating personnel or third parties from any chemical, biochemical, electrical, electro-chemical, electro-acoustic, mechanical or similar influences of machines, packaging materials or filling goods.

## **XIII. Confidentiality clause**

1. The parties shall treat the information obtained within the scope of the contractual relationship, in particular all commercial and technical information, whether verbal or embodied in documents, as business secrets and treat it accordingly as confidential. The bodies, employees and vicarious agents of the parties shall be obligated accordingly. The obligation to maintain confidentiality shall not apply or shall end if and to the extent that one of the parties proves that the information in question has become generally known through no fault of its own, has been lawfully obtained from a third party, must be submitted in the context of legal proceedings or was already generally known at the time it was obtained.

2. The parties are only entitled to disclose information obtained under the contract to third parties with the respective consent of the other party and subject to the third party's obligation to maintain confidentiality. However, the parties may only refuse consent for good cause. Third parties within the meaning of this provision shall not include: employees of the parties and their vicarious agents or assistants, other contractors working at the production site at the same time, licensing authorities and experts. However, such persons shall be obliged to maintain confidentiality in accordance with the above provisions.

3. All publications in connection with the subject matter of the contractual relationship must be agreed by the parties with the other party before publication to the public.

## **XIV. Final provisions**

1. These GTD and the contractual relationship between the contracting parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG).

3. The place of jurisdiction for all disputes arising from the contractual relationship shall be Gießen. However, the Contractor shall also be entitled to bring an action before the court responsible for the Customer.

4. Should a provision of these GTD be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the corresponding statutory provision.

5. Unless otherwise agreed in the respective contract, the place of performance and payment shall be the Contractor's place of business.