

GETI WILBA GmbH ·Hansestrasse 2, 27432 Bremervörde, Germany
TERMS OF DELIVERY AND SERVICE

1. GENERAL PROVISIONS

- a) These Terms shall form an integral part of all our offers and contracts for deliveries and services, including in ongoing or future business relationships. Any arrangements to the contrary, in particular contradictory terms and conditions of business of our customers, as well as collateral agreements, shall require our express written consent in order to become part of the contract. They shall apply only if the customer is an entrepreneur (in the meaning of Section 14 of the *Bürgerliches Gesetzbuch* (the German Civil Code – "BGB"), a legal entity under public law or a special fund under public law.
- b) These Terms shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- c) All of our offers and cost estimates are subject to change without notice.
- d) Any contracts and amendments shall be deemed to have been concluded with us only if and when we have accepted orders/purchase orders from our customer in writing, if and when we have agreed any supplementary or amendment requests with our customer in writing, or if and when we have provided the deliveries/services ordered by the customer.
- e) We shall only provide deliveries and/or services that are explicitly specified in our offers, cost estimates and/or order confirmations.
- f) Unless otherwise expressly agreed in writing, any and all samples and documents made available to our customers (e.g., descriptions, drawings, figures, or color, dimension and weight specifications) shall be used for illustrative purposes only. They neither constitute a guarantee nor a contractual agreement of certain properties.
- g) We reserve all proprietary rights, copyrights and/or other industrial property rights to our samples and documents within the meaning of clause 1. f) above. Such samples and documents may not be used by our customers in any other way than within the scope of the contract concluded with us, including but not limited to reproduction or disclosure to third parties, without our written consent. Upon request, such samples and documents shall be returned to us by our customers without undue delay.
- h) Any artwork or tools provided to us for the production of packaging shall be the binding basis for preparing and drawing up the offer, cost estimate and/or order confirmation and shall therefore form the subject matter of the contract.
- i) Potential claims of the customer against us arising from the business relationship may not be assigned without our written consent. Section 354a of the *Handelsgesetzbuch* (the German Commercial Code, –"HGB") shall remain unaffected. The customer may offset claims against us only with undisputed or legally established claims. The customer shall have a right of retention only if the customer's counterclaim is based on the same contractual relationship.

2. PRICES

- a) Our prices are quoted in euros ex works/warehouse plus VAT at the applicable statutory rate, plus all transport costs such as packaging, freight, transport insurance, and customs duties.
- b) In the event of changes in factors which are not exclusively within our control or sphere of risk (e.g., force majeure, disruptions in the supply chain, increases in the price of raw materials or materials, or VAT changes), we reserve the right to adjust the prices for the agreed delivery/service if there is a period of more than four (4) months between entering into the contract with our customer and the delivery/service. Such adjustment may explicitly result in a price decrease as well as in a price increase. We shall inform the customer immediately of any price adjustment.
- c) Should there be a significant price adjustment in relation to the total invoice amount, the customer shall have a special right of termination, which the customer may exercise against us in writing within fourteen (14) calendar days from the date of notification of the price increase.

3. DELIVERY DATES AND PERIODS

- a) We shall be bound by dates and periods only insofar as they have been expressly agreed with our customer in writing. Our delivery and performance obligations shall not be deemed delayed before the end of a reasonable grace period granted to us.
- b) We may deliver and perform in instalments.
- c) If we are unable to meet binding delivery periods for reasons for which we are not responsible (including, but not limited to, force majeure pursuant to clause 10 or the failure of our supplier to deliver on time if we have entered into a congruent transaction for the purchase of replacement goods), we shall inform the customer thereof without undue delay and at the same time advise the customer of the expected new delivery periods. If the delivery is still not possible within the new delivery period for reasons for which we are not responsible, we shall be entitled to withdraw from the contract in whole or in part. We will immediately refund any payments already made by the customer.

4. INVOICES AND PAYMENTS

- a) Our payment claims against our customer shall become due upon acceptance of the delivery/service by our customer, but no later than when the goods leave our factory/warehouse. Should there be any doubt as to the customer's solvency or creditworthiness after the contract has been entered into, we can demand advance payment.
- b) We shall accept bills of exchange only after prior written agreement, and provided that they can be discounted. Bills of exchange and checks shall be credited to the customer only when the equivalent value has been placed at our disposal unconditionally. Any costs incurred shall be reimbursed to us.

5. PLACE OF PERFORMANCE, TRANSFER OF RISK, PACKAGING AND SHIPPING

- a) The place of performance for any of our deliveries or services shall be the factory/warehouse identified in our offer, cost estimate and/or order confirmation. If the factory/warehouse is not specified therein, the place of performance shall be the registered office of GETI WILBA GmbH.
- b) The risk of accidental loss or accidental deterioration for deliveries/services provided by us shall pass to the customer upon acceptance by the customer, but no later than the time when the goods leave our factory/warehouse. This shall also apply to partial deliveries/services. If we are responsible for the transport, the risk of accidental loss or accidental deterioration for deliveries/services provided by us shall pass to the customer at the time of handover to the carrier (forwarding agent, haulage contractor, postal service, railroad) or to our driver, no matter at whose expense the transport is carried out.
- c) We shall package the goods owed by us as part of the scope of delivery and performance in packaging that is customary in industry and commerce. If the customer requests different packaging, the customer shall bear any expenses it necessitates.
- d) To the extent that we are obligated under the German Packaging Act (*Verpackungsgesetz*) to take back the packaging used for transport and/or sale, the customer shall pay the costs for the return transport and any reasonable recycling costs or - as far as this is possible and deemed expedient by us - any reasonable costs additionally incurred for the reuse of the packaging.
- e) If the packaging is not returned even though a deadline has been set or if the returned packaging is damaged, the customer shall assume the costs for its replacement, or the expenses required to restore the damaged packaging to a usable condition. The customer undertakes to send packaging, which has not been returned to us, to recycling in accordance with the German Packaging Act at its own expense.
- e) The customer must file a complaint with the carrier for any damage related to the transport immediately upon receipt of the goods.
- f) Unless the customer expressly requests insurance at its own expense, all shipments shall remain uninsured. Insurance costs and packaging required for the transport will be added to the customer's bill.
- g) If the transfer of risk to our customer (clause 5. b) is delayed for reasons for which our customer is responsible, the risk of accidental loss or accidental deterioration shall pass to the customer no later than upon notification of readiness for shipment.

6. RETENTION OF TITLE

- a) We retain title to the goods delivered by us to our customer until payment has been made in full. Title shall not pass to the customer until all claims to which we are entitled as a result of the business relationship - irrespective of their legal basis - have been fully discharged. The customer must always keep the goods subject to retention of title separate from other inventory and label them as our property.
- b) The customer may process and sell the goods subject to retention of title in the ordinary course of business as long as the customer makes the payments owed to us when due. The pledging or transfer by way of security of goods subject to retention of title by our customer is not permitted. In the event of recourse by a third party to goods subject to retention of title, the customer shall point out our title, notify us immediately and bear the costs of a justified intervention against such recourse.

- c) If the goods subject to retention of title are processed by the customer, we shall immediately acquire title to the intermediate and final products. Once the claim has been settled, title shall pass to the customer. The same shall apply in the event of processing by combining and mixing with materials which are the property of the customer or which the customer has purchased from a third party under simple retention of title. If, in case of processing, mixing or combining with materials of third parties, such third parties' title rights continue to exist, we shall acquire co-title to the intermediate and final products in proportion to the value of our goods on the one hand and the value of the third-party's materials on the other hand. The customer shall safeguard our (co-)title thus established for us free of charge.
- d) Any claims against third parties arising from a resale or any other legal ground (insurance, tort) regarding the goods subject to retention of title shall be fully assigned to us by the customer by way of security upon entering into the respective contract (cf. the provision under clause 6. e).
- e) At the request of our customer, we shall reassign to our customer title to the goods subject to retention of title and the claims assigned to us by way of security to the extent that the value of the goods subject to retention of title exceeds the value of our total claims against the customer by more than 20%.

7. ARTWORK AND TOOLS

- a) We shall retain exclusive title to artwork and tools for the manufacture of packaging prepared by us or by a third party on our behalf. Unless otherwise expressly agreed, the customer shall not be entitled to any claims in respect thereof, even if the customer has shared in the costs of manufacture or has assumed such costs in full. Our artwork and tools may be used only in business dealings with us.
- b) With regard to the customer's own artwork and tools and/or artwork and tools made available by the customer on loan for the production of packaging, our storage and care shall be limited to the same care we apply to our own matters. The customer shall pay the costs of maintenance and insurance. Our obligations shall end if, after completion of the order and a request to that effect with a reasonable deadline, the customer fails to collect the artwork and tools. We shall in any case have a right of retention to the artwork and tools as long as the customer has not met its contractual obligations in full.

8. DEFECT CLAIMS

- a) The quality owed, or the intended use owed shall be determined exclusively in accordance with the specifications set out in our order confirmation. Any additional quality of our deliveries and services or the provision of any accessories or instructions by us must have been expressly agreed between us and the customer in writing. None of the specifications shall constitute quality features or warranted characteristics on our part, but rather descriptions or designations of the delivery or service. The agreement of a guarantee or a warranted characteristic shall be made only by individual, express written agreement with us.
- b) The customer may not invoke any use it intended. We neither warrant that our deliveries and services are suitable for ordinary use, nor that they have a quality that is customary for goods of the same type and that the customer can expect. Thus, Section 434(3) BGB (the German Civil Code) is expressly waived.
- c) The customer is bound by the obligations set forth in Section 377 HGB (the German Commercial Code). The customer must report to us any obvious defects immediately upon receipt of the delivery/service, and any hidden defects immediately upon their discovery. The receipt of the notice of defect by us shall be decisive for the observance of the time limit.
- d) In the event of a defect, the customer shall give us the opportunity to remedy the defect within a reasonable period of time, such remedy to be, at our option, the elimination of the defect, the delivery of a defect-free item, or the manufacture of a new product.
- e) Any claims of the customer against us for reimbursement of expenses that are required for the purpose of subsequent performance, including but not limited to testing, transport, travel, labor and material costs, shall be determined in accordance with statutory provisions, provided that the defect actually exists. Otherwise, we are entitled to demand reimbursement from the customer of the costs incurred as a result of the unjustified request for rectification of the defect, unless the lack of defectiveness was not recognizable by the customer.
- f) The customer shall have statutory rights of recourse against us only to the extent that the customer has not agreed with its customer any arrangements exceeding statutory claims and rights in respect of defects.
- g) In case of defects, the customer may withhold payments in an amount that is in reasonable proportion to the defects.
- h) The period of limitation for material defects and defects of title shall be one (1) year from the passing of risk. This shall not apply if and to the extent that longer periods apply pursuant to Sections 438 (1) No. 2, 479 (1), 634a (1) No. 2, 651 BGB (the German Civil Code), the defect was intentionally not disclosed, or any of the liability cases set forth in clause 9. a) below exist.
- i) Our obligation to pay damages shall be governed by clause 9 below.
- j) If the delivery is not properly stored by our customer, in particular if, in the case of frozen goods, the deep-freeze chain of minus 18°C is interrupted, any liability for a material defect or defect of title resulting therefrom shall be excluded subject to clause 9. a).
- k) The foregoing provisions do not entail any reversal of the burden of proof to the detriment of our customer.

9. LIABILITY

- a) Claims for damages and reimbursement of expenses (hereinafter referred to as "Claims for Damages") made by our customer, irrespective of the legal basis, shall be excluded unless they are based on the provisions of the German Product Liability Act (*Produkthaftungsgesetz*), on willful or grossly negligent breach of contractual or statutory duties by us, on damage to the customer's health or bodily injury resulting from a breach of duty for which we are responsible, on assumption of a guarantee for the existence of a characteristic, or on breach of essential contractual obligations by us.
- b) In the event of a culpable breach of material contractual obligations on our part, the customer's Claims for Damages against us shall be limited to the foreseeable damage typical for the contract. Essential contractual obligations are those the fulfillment of which makes the proper execution of the contract possible in the first place, and on the observance of which the customer may regularly rely.
- c) If our shipments are delivered in packaging which has been provided to us by the customer, or which we have manufactured using the customer's own artwork and tools and/or artwork and tools provided by the customer on loan, or using artwork and tools manufactured according to the customer's specifications, we shall not be held liable, subject to clause 9. a), for compliance with statutory provisions relevant to the industry and the customer's respective sales market regarding the labeling and handling of the goods or any third-party rights such as proprietary rights, copyrights and/or other industrial property rights. Subject to clause 9. a), the customer shall have the exclusive duty to inspect in this regard. The customer shall indemnify us from and against any claims whatsoever asserted against us by third parties and shall compensate us for any damage arising therefrom.
- d) If our shipments are delivered in packaging which has been provided to us by the customer or which we have manufactured using the customer's own artwork and tools and/or artwork and tools made available by the customer on loan, or using artwork and tools manufactured according to the customer's specifications, we shall not assume liability for the functionality of the packaging and for any other defects, to the extent that these circumstances are based on the customer's specifications, unless and to the extent that any of the liability cases set forth in clause 9. a) applies. However, we shall be obligated to notify the customer without delay of the impossibility of the technical implementation of the artwork and tools as far as this is recognizable.
- e) To the extent that liability is excluded or limited, the above shall also apply to breaches of duty by our legal representatives or vicarious agents.
- f) Clause 8. k) shall apply accordingly.

10. FORCE MAJEURE

- a) "Force Majeure" is the occurrence of an event or circumstance that prevents us from meeting one or more of our contractual obligations if and to the extent that we demonstrate that: (1) such hindrance is beyond our reasonable control; and (2) it was not reasonably foreseeable at the time of entering into the contract; and (3) we could not reasonably have avoided or overcome the effects of the hindrance.
- b) Until proven otherwise, the following events shall be deemed to meet the requirements of clause 10. a) Nos. 1 and 2: (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion or revolution, military or other usurpation of power, insurrection, acts of terrorism, sabotage, or piracy; (iii) monetary or trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, obstruction in obtaining required governmental authorizations; expropriation, seizure of factories, requisition, nationalization; (v) plague, epidemics and pandemics, natural disasters or extreme natural disasters; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, information systems or power; (vii) general labor unrest such as boycotts, strikes, labor disputes

- and lockouts, slowdowns, occupation of factories and buildings; (viii) obstacles in the procurement of necessary supplies and materials (in particular raw materials), failure of our suppliers to make timely deliveries to us.
- c) We shall be released from the obligation to fulfill our contractual obligations and from any liability for damages or any other contractual remedy for breach of contract as of the time at which the hindrance renders the performance of the service impossible, provided that notice is given without undue delay. If such notification is not made without undue delay, the release shall take effect from the time the notification reaches the customer. Where the effect of the asserted hindrance or event is temporary, the consequences just set forth shall apply only for as long as the asserted hindrance prevents us from performing the contract. If the duration of the asserted hindrance results in the customer being deprived to a considerable extent of what the customer could justifiably expect by virtue of the contract, we shall negotiate the further course of action with the customer.
- d) If the hindrance continues to affect our performance after its termination, we shall have the right to adjust our contractual obligations in consultation with the customer, taking the effects into account.

11. VENUE

The exclusive venue for any disputes that may arise directly or indirectly from the contractual relationship between us and our customer - including disputes relating to documents, bills of exchange or checks - shall be the local/regional court having jurisdiction over our registered office. However, at our option, we shall also be entitled to assert claims against the customer before the courts having jurisdiction over the customer's registered office.

12. VALIDITY

Should any provision of these Terms or the respective contracts be or become invalid or void, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic sense comes as close as possible to that of the invalid provision.

GETI WILBA GmbH As of: February 2024