

General Terms and Conditions (GTC) for Sales and Delivery of Brangs + Heinrich GmbH,

Felder Straße 79-81, 42651 Solingen, Germany, and its branches

*The English translation of these Terms and Conditions is provided as a service only.
Only the German version, which is based on German law, shall be legally binding.*

Preamble

(1) The following terms and conditions apply to all current and future business relationships between Brangs + Heinrich GmbH, Solingen, and its customers, even if no explicit reference is made to the General Terms and Conditions before or at the time of conclusion of the contract. Any deviating or supplementary general terms and conditions of the customer shall not be recognised. These General Terms and Conditions shall also become part of the contract if Brangs + Heinrich GmbH concludes contracts in the knowledge of conflicting provisions.

(2) Only the following shall be regarded as customers within the meaning of these General Terms and Conditions:

- entrepreneurs, i.e. natural or legal persons or partnerships with legal capacity who, at the time of ordering goods or services from Brangs + Heinrich GmbH, are acting in the exercise of their commercial or independent professional activity,
- legal entities under public law or
- special funds under public law.

1. Contract content and conclusion

(1) The information about goods and services on the Internet at 'www.brangs-heinrich.com', its national subpages or in other media regarding quality, dimensions, colours, prices, etc. is as accurate as possible, but is not binding. Illustrations and photos are for illustrative purposes only. The content of the product descriptions, which can be requested in the form of a data sheet for each item, is solely authoritative. Brangs + Heinrich GmbH expressly reserves the right to make minor and reasonable product changes. In particular, technical and design deviations from descriptions and information in brochures, offers and written documents, as well as changes in performance, design and materials in the course of technical progress, are reserved without the customer being able to derive any rights from this. This does not apply to changes and adjustments that affect the legitimate interests of the customer in a manner that is legally or commercially protectable.

Information about the products of Brangs + Heinrich GmbH (technical data, dimensions, etc.) is only approximate and approximate; it does not constitute a guaranteed quality unless the guarantee is expressly given in writing.

(2) Brangs + Heinrich GmbH reserves ownership rights and copyrights to samples, drawings, cost estimates, etc., including those in electronic form. They may not be made accessible to third parties without the permission of Brangs + Heinrich GmbH and must be returned immediately upon request by Brangs + Heinrich GmbH.

(3) The representations of the goods and services of Brangs + Heinrich GmbH on the aforementioned website or in other media do not constitute binding contractual offers. A binding offer is only made when a customer places an order. Brangs + Heinrich GmbH reserves the right to decide freely whether to accept the respective offer. A contract is only concluded when Brangs + Heinrich GmbH accepts the order by confirming the order or by delivering the goods. The order confirmation can be sent by email. An automatically generated and sent email confirming receipt of the order does not constitute an order confirmation. If the customer has not provided an email address when placing the order, the contract shall be concluded upon delivery of the goods, unless the customer has received an order confirmation by other means.

(4) Express reference is made to the special price and delivery conditions for small orders in sections 3.6 and 3.7 of these General Terms and Conditions.

2. Contract contents / tolerances / prices

(1) The tolerance conditions set out in the general terms and conditions of sale for paper, cardboard and paperboard of CEPAC and the Association of the German Corrugated Board Industry (VDW) apply exclusively to contracts concluded with Brangs + Heinrich GmbH for

deliveries and services. The current version can be requested from Brangs + Heinrich GmbH.

(2) In addition, the current testing and evaluation clauses for polyethylene films and products made from them, which were drawn up by the Packaging Association, which represents the interests of the German plastics packaging industry as part of the General Association of the Plastics Processing Industry (GKV), apply exclusively to contracts concluded with Brangs + Heinrich GmbH for deliveries and services. The current version can also be requested from Brangs + Heinrich GmbH.

(3) In addition, contracts concluded with Brangs + Heinrich GmbH for deliveries and services are governed exclusively by the current standards for stretch, air cushion and foam products established by the Pro Stretch (<https://prostretch.de/> die-prostretch-garantie) and Light & Safe (<https://lightandsafe.com/produkte/>) initiatives, which can also be requested from Brangs + Heinrich GmbH.

(4) The tolerance conditions under Section 5 and the additional conditions for small orders under Sections 3.6 and 3.7 of these General Terms and Conditions shall apply to the delivery quantity.

3. Deliveries and surcharges

(1) Agreements regarding a binding delivery time (performance time) must be made in writing. If the delivery time is not specified in the contract or determined by the circumstances, a delivery time of approximately ten working days shall be deemed to have been agreed; for the delivery of machines, a delivery time of approximately 21 working days shall be deemed to have been agreed. The delivery time shall be deemed to have been met if the respective product has left the factory by the end of the specified period or if Brangs + Heinrich GmbH has notified the customer that the product is ready for dispatch. If acceptance is required, the acceptance date shall be decisive; this shall not apply in the event of justified refusal of acceptance. In the event that Brangs + Heinrich GmbH is unable to deliver on time, it shall inform the customer immediately. Timely performance requires that all commercial and technical issues between Brangs + Heinrich GmbH and the customer have been clarified and that the customer has fulfilled all obligations incumbent upon them, such as obtaining the necessary official approvals, making advance payments or fulfilling other contractual obligations.

(2) If Brangs + Heinrich GmbH is not responsible for the delay, such as in the case of energy shortages, import difficulties, operational and traffic disruptions, strikes, unavailability of raw materials, force majeure or delays on the part of suppliers, the performance period shall be extended accordingly. If Brangs + Heinrich GmbH is still unable to perform even after a reasonable extension, both the customer and Brangs + Heinrich GmbH shall be entitled to withdraw from the contract. Claims for damages by the customer are excluded.

(3) If Brangs + Heinrich GmbH is responsible for the delay, the customer may withdraw from the contract in accordance with the statutory provisions. If the customer incurs damage as a result of the delay, they shall be entitled to demand lump-sum compensation. This shall amount to 0.5% for each full week of delay, but shall not exceed a total of 5% of the value of that part of the service which cannot be used on time or in accordance with the contract as a result of the delay.

(4) The customer reserves the right to prove higher damages in accordance with the statutory provisions and to assert these in accordance with the statutory provisions. Brangs + Heinrich GmbH reserves the right to prove lower damages or no damages at all.

(5) If the buyer is in default of acceptance, Brangs + Heinrich GmbH is entitled to demand compensation for the damage incurred and any additional expenses. The same applies if the buyer culpably violates its obligations to cooperate. Upon default of acceptance or default of payment, the risk of accidental loss and accidental deterioration shall pass to the buyer.

(6) Orders for domestic deliveries with a total value of less than €50.00 are considered small orders that are not commensurate with the ad-

ministrative costs involved. For these small orders, a minimum quantity surcharge of €15.00 plus the applicable value added tax will be charged. For online orders with an order value of less than £100, shipping costs of £9.90 will be charged. Orders with an order value of more than £100 will be delivered free of charge.

(7) For each order, Brangs + Heinrich GmbH also charges a flat rate of €4.00 plus applicable VAT for transport insurance and packaging. However, if and to the extent that separate costs are incurred for transport insurance and packaging of the goods, these shall be borne by the customer after individual disclosure; these costs may exceed the aforementioned flat rate.

(8) Brangs + Heinrich GmbH reserves the right to make partial deliveries, provided these are reasonable for the customer.

(9) In any case, goods shall be transported by rail or by freight forwarder and deliveries abroad shall be at the expense and risk of the customer.

(10) Upon delivery of the goods to the person designated to carry out the shipment, the risk of destruction, loss or deterioration of the goods as well as the price risk shall pass to the customer.

4. Withdrawal

Brangs + Heinrich GmbH reserves the right to carry out a credit check in order to protect its legitimate interests (e.g. in the case of advance performance) and to withdraw from the contract on the basis of the results of the credit check. The right to withdraw also applies in the event that the goods are unavailable for a period of at least four weeks or there are data errors that prevent the order from being executed without Brangs + Heinrich GmbH being able to procure a reasonable replacement.

5. Material defects / warranty

(1) The buyer shall only be entitled to assert claims for defects if the buyer has duly fulfilled its obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). The customer must inspect the product immediately upon receipt. Recognisable defects must be reported to Brangs + Heinrich in writing within one week of receipt of the product or, if the defect only becomes apparent later, within one week of discovery. If this is not done, the product shall be deemed to have been approved.

(2) Deliveries with minor deviations in quality, weight, purity, colour and other characteristics shall, despite the deviation, constitute deliveries that are fit for purpose, so that Brangs + Heinrich's delivery obligation shall be deemed to have been fulfilled, unless otherwise agreed. The performance of Brangs + Heinrich shall be deemed to have been rendered in accordance with the contract if it remains within the customary tolerances.

(a) The following deviations in the quantity delivered for packaging materials ordered and/or invoiced in kilograms shall be considered minor:

For orders of quantities under 1,000 kg: deviation of up to 20%,

For orders of quantities from 1,000 kg up to and including 2,000 kg: deviations of up to 15%,

For orders of quantities over 2,000 kg: deviations of up to 10%.

(b) Accordingly, in the case of invoicing for quantities delivered in square metres, rolls, pieces, litres, sheets or other units, the following deviations shall be considered minor:

For orders of quantities less than 1,000 units of the respective measurements: deviation of up to 20%,

For orders of quantities from 1,000 to 2,000 units of the respective measurements: deviation of up to 15%,

For orders of quantities over 2,000 units of the respective measurements: deviations of up to 10%.

(3) Brangs + Heinrich is not responsible for ensuring that the delivered goods are suitable for specific purposes. If the goods do not withstand improper use by the buyer, this shall not give rise to any claims for defects or damages. The sending of samples does not constitute a guarantee of any particular property.

Following the assertion of justified complaints by the buyer, Brangs + Heinrich is initially obliged to provide subsequent performance. Thus, when complaints are asserted, the buyer's rights to withdraw from the contract or reduce the purchase price (abatement) are initially excluded, unless Brangs + Heinrich is entitled to refuse subsequent performance on the basis of statutory provisions. The buyer must grant Brangs + Heinrich a reasonable period of time for subsequent performance. Subsequent performance may, at the buyer's discretion, take the form of rectification of the defect (repair) or delivery of new goods. In the event of rectification of the defect, Brangs + Heinrich shall bear the necessary expenses, provided that these are not increased because the subject matter of the contract is located at a place other than the place of performance. If subsequent performance has failed, the buyer may, at his discretion, demand a reduction in the purchase price (abatement) or declare his withdrawal from the contract. The rectification shall be deemed to have failed after the second unsuccessful attempt, unless further attempts at rectification are appropriate and reasonable for the buyer based on the subject matter of the contract. The buyer may only assert claims for damages under the following conditions due to the defect if the subsequent performance has failed. The buyer's right to assert further claims for damages under the following conditions remains unaffected by this.

(5) The purchaser's warranty claims shall expire one year after delivery of the goods to the purchaser, unless Brangs + Heinrich GmbH has fraudulently concealed the defect; in this case, the statutory provisions shall apply. Any obligations of Brangs + Heinrich GmbH under § 478 et seq. BGB shall remain unaffected by this.

(6) If the buyer resells the newly manufactured goods of Brangs + Heinrich GmbH within the scope of a consumer goods purchase, recourse claims against Brangs + Heinrich GmbH are excluded if the buyer has not properly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code), if it has given special guarantees or other advertising statements to the buyer that do not originate from Brangs + Heinrich GmbH, or if he has assumed warranties that go beyond the statutory requirements.

(7) The buyer is obliged to make the rejected purchased item or samples thereof available to the seller for the purpose of examining the complaint. In the event of culpable refusal, the warranty shall lapse.

(8) Brangs + Heinrich GmbH does not generally assemble delivered items. The buyer is responsible for observing the relevant operating instructions with regard to any assembly. The respective manufacturer is solely liable for the contents of the assembly instructions supplied.

6. Supply chain

For purchase contracts that establish a supply chain on the part of the buyer within the meaning of Sections 445a, 445b, 478 BGB (supplier recourse), the statutory provisions shall apply exclusively. This also applies to provisions on inspection and notification obligations (Sections 377, 381 HGB) and the distribution of the burden of proof.

7. Liability

(1) Irrespective of the following limitations of liability, Brangs + Heinrich GmbH shall be liable in accordance with the statutory provisions for damage to life, limb and health resulting from a negligent or intentional breach of duty by Brangs + Heinrich GmbH, its legal representatives or vicarious agents, as well as for damage covered by liability under the Product Liability Act. Brangs + Heinrich GmbH shall be liable in accordance with the statutory provisions for damages not covered by sentence 1 and which are based on intentional or grossly negligent breaches of contract as well as malice on the part of Brangs + Heinrich GmbH, its legal representatives or vicarious agents.

(2) Liability on the part of Brangs + Heinrich GmbH shall be limited to foreseeable, typically occurring damage, provided that Brangs + Heinrich GmbH, its legal representatives or vicarious agents have not acted with intent. To the extent that Brangs + Heinrich GmbH has given a guarantee of quality and/or durability with regard to the goods or parts thereof, it shall also be liable within the scope of this guarantee. However, it shall only be liable for damage resulting from the absence of the guaranteed quality or durability, but not directly affecting the goods, if the risk of such damage is clearly covered by the quality and durability guarantee.

(3) Brangs + Heinrich GmbH shall be liable for damages caused by simple negligent breach of such contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the

observance of which the purchaser may regularly rely. However, it shall only be liable insofar as the damages are typically associated with the contract and are foreseeable.

(4) Any further liability is excluded, regardless of the legal nature of the claim asserted (tortious claims, claims for reimbursement of futile expenses instead of performance, and similar), unless Brangs + Heinrich GmbH is proven to have acted with gross negligence or intent. Insofar as the liability of Brangs + Heinrich GmbH is excluded and limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents.

(5) Claims for damages by the purchaser due to a defect shall become time-barred one year after delivery of the goods. This shall not apply in the event of injury to life, limb or health caused by Brangs + Heinrich GmbH, its legal representatives or vicarious agents, or if Brangs + Heinrich GmbH, its legal representatives have acted with intent or gross negligence, or if its simple vicarious agents have acted with intent.

8. Limitation of liability – disclaimer

(1) Insofar as we are liable for damage to the packaged goods or for financial losses, our liability is limited to the coverage provided by our liability insurance. The sum insured for property damage to the packaged goods is EUR 500,000 per claim. Financial losses up to EUR 50,000 are also insured. For personal injury and property damage, there is a lump sum insured of EUR 5,000,000. We will provide detailed information on request.

(2) Taking into account the provisions of Section 1, the client is free to request further insurance cover due to the special risk involved. We will endeavour to do so, but cannot guarantee this in view of the special features of the insurance market. If we are able to take out further insurance for the benefit of the client, the client is obliged to pay the additional premium incurred.

(3) The limitation of liability pursuant to Section 1 shall also apply to claims for damages due to the absence of warranted characteristics of the packaging and to negligent breach of cardinal obligations.

9. Costs for designs, drawings, printing plates and printing rollers

Designs, samples, drawings and printing plates shall be invoiced upon first delivery and are due and payable immediately. They shall remain the property of Brangs + Heinrich GmbH in all cases. Brangs + Heinrich GmbH shall be entitled to destroy the designs, samples, drawings or printing plates if no order relating to them has been placed within two years.

10. Copyright

Brangs + Heinrich GmbH retains the copyright and exploitation rights to the designs, samples, drawings and printing plates produced by us. The exploitation rights may be transferred in return for a separately agreed fee. If the buyer acquires them when placing the order, it is the buyer's responsibility to register them as utility models. When executing an order in accordance with the buyer's specifications and wishes, any warranty by Brangs + Heinrich GmbH with regard to third-party rights and any official regulations is excluded; the buyer shall indemnify Brangs + Heinrich GmbH against any consequences arising from third-party rights.

11. Invoicing and terms of payment

(1) The customer shall receive the goods in accordance with the currently valid terms of delivery of Brangs + Heinrich GmbH against invoice. Invoicing shall take place upon delivery. For first-time orders, Brangs + Heinrich GmbH reserves the right to deliver only against cash on delivery or advance payment. If an order is delivered in several parts, each delivery will be invoiced separately. Unless otherwise agreed, prices are exclusive of shipping costs and statutory value added tax. §3, paras. 6 and 7 also apply.

(2) The prices quoted by Brangs + Heinrich GmbH are strictly net ex works. Payments must be made within 21 days of invoicing. In principle, the goods are payable at the quoted prices within 10 days with a 2% discount. Terms of payment for orders placed in the online shop may vary. Discounts only apply if the buyer is not in arrears with payment for previous deliveries. These terms of payment only apply if no other terms have been agreed in writing with the buyer.

(3) In the case of bill of exchange payments, discount charges shall be borne by the purchaser. Payments made by cheque or bill of exchange shall always require a special agreement. Bill of exchange payments shall not be considered cash payments and shall not entitle the purchaser to a cash discount. Bills of exchange shall be realised in the best possible manner for the purchaser's account. Discount charges and other costs shall be borne by the buyer. In the event of payment after the due date, interest shall be charged at the statutory interest rate of 8 percentage points above the respective base rate of the European Central Bank, subject to the assertion of further rights, in particular damages for delay, unless the supplier can prove higher damages. The buyer reserves the right to prove that the damage was lower. The seller's claims shall become due immediately, irrespective of the term of any bills of exchange accepted and credited, if the terms of payment are not complied with and facts become known which indicate a significant deterioration in the buyer's financial situation. In the latter case, Brangs + Heinrich GmbH shall be entitled to make further deliveries dependent on advance payment or the provision of appropriate securities.

(4) Our prices for packaging materials do not include any disposal costs or fees for participation in a dual system.

12. Offsetting, right of retention

Offsetting and the assertion of rights of retention on the part of the customer are excluded, unless the counterclaim is undisputed, legally established or is in a close synallagmatic relationship to our claim.

13. Retention of title

(1) Until all claims, including all balance claims from current accounts, to which Brangs + Heinrich GmbH is entitled against the buyer now or in the future have been satisfied, the delivered goods remain the property of Brangs + Heinrich GmbH (in this respect, goods subject to retention of title). In the event of conduct by the buyer in breach of contract, e.g. default in payment, Brangs + Heinrich GmbH shall be entitled to take back the goods subject to retention of title after setting a reasonable deadline. If Brangs + Heinrich GmbH takes back the goods subject to retention of title, this shall constitute a withdrawal from the contract. If Brangs + Heinrich GmbH seizes the goods subject to retention of title, this shall constitute a withdrawal from the contract. Brangs + Heinrich GmbH shall be entitled to sell the goods subject to retention of title after taking them back. After deduction of a reasonable amount for the costs of utilisation, the proceeds of utilisation shall be offset against the amounts owed to Brangs + Heinrich GmbH by the buyer.

(2) The buyer must treat the goods subject to retention of title with care and insure them adequately at his own expense against fire, water and theft damage at replacement value. Any maintenance and inspection work that becomes necessary must be carried out by the buyer in good time and at his own expense.

(3) The buyer is entitled to sell and/or use the goods subject to retention of title in the ordinary course of business, provided that he is not in default of payment. Pledging or transfer by way of security is not permitted. The buyer hereby assigns to Brangs + Heinrich GmbH, by way of security, all claims arising from the resale or any other legal basis (insurance, tort) in relation to the goods subject to retention of title (including all balance claims from current accounts); Brangs + Heinrich GmbH hereby accepts the assignment. Brangs + Heinrich GmbH revocably authorises the buyer to collect the claims assigned to Brangs + Heinrich GmbH for its account in its own name. The collection authorisation may be revoked at any time if the buyer does not properly meet its payment obligations. The buyer is also not authorised to assign this claim for the purpose of debt collection by way of factoring, unless the factor is simultaneously obliged to pay the consideration in the amount of the claims directly to Brangs + Heinrich GmbH for as long as Brangs + Heinrich GmbH still has claims against the buyer.

(4) Any processing or transformation of the goods subject to retention of title by the buyer shall in all cases be carried out on behalf of Brangs + Heinrich GmbH. If the goods subject to retention of title are processed with other items not belonging to Brangs + Heinrich GmbH, the latter shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. The same shall apply to the new item created by processing as to the goods subject to retention of title. In the event of inseparable mixing of the goods subject to retention of title with other items not belonging to Brangs + Heinrich GmbH, Brangs + Heinrich GmbH shall acquire co-

ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the other mixed items at the time of mixing. If the buyer's item is to be regarded as the main item as a result of the mixing, the buyer and Brangs + Heinrich GmbH agree that the buyer shall transfer proportional co-ownership of this item to Brangs + Heinrich GmbH; Brangs + Heinrich GmbH hereby accepts the transfer. The buyer shall hold the sole or co-ownership of Brangs + Heinrich GmbH in an item thus created in safekeeping for the latter.

(5) In the event of third-party access to the goods subject to retention of title, in particular seizures, the buyer shall indicate the ownership of Brangs + Heinrich GmbH and notify Brangs + Heinrich GmbH immediately so that it can enforce its property rights. If the third party is unable to reimburse Brangs + Heinrich GmbH for the judicial or extrajudicial costs incurred in this connection, the buyer shall be liable for these costs.

(6) Brangs + Heinrich GmbH is obliged to release the securities to which it is entitled only and to the extent that the realisable value of the securities ordered exceeds the claims to be secured by more than 10%, whereby Brangs + Heinrich GmbH is responsible for selecting the securities to be released.

14. Other provisions

(1) The place of performance and jurisdiction for deliveries and payments (including cheque and bill of exchange claims) as well as all disputes arising between the buyer and Brangs + Heinrich GmbH from purchase contracts is the registered office of Brangs + Heinrich GmbH. However, Brangs + Heinrich GmbH is entitled, at its discretion, to bring legal action at the customer's place of business.

(2) The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods shall be excluded, even if the deliveries are made directly by a foreign supplier affiliated with the seller. The contract language is German.

(3) The Incoterms in their currently valid version shall be decisive for the interpretation of trade clauses.

(4) Should individual provisions of the General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

The General Management