
GENERAL TERMS AND CONDITIONS OF PURCHASE

of PE-PACKAGING GmbH & Co. KG

Version dated 14 July 2026

1. Scope and Order of Precedence

1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply to all purchase orders, call-off orders and contracts for the procurement of goods, tools, works, services and other supplies and services by PE-PACKAGING. They shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch - "BGB"), legal entities under public law and special funds under public law.

1.2 Any conflicting, deviating or supplementary terms and conditions of the Supplier shall not apply, even if PE-PACKAGING does not expressly object to them or accepts or pays for supplies or services without reservation. They shall become part of the contract only if PE-PACKAGING has expressly consented to their application in text form.

1.3 These GTCP shall also apply to future transactions within an ongoing business relationship, provided that they were made available to the Supplier at or before conclusion of the contract and their application was agreed. Contracts already concluded shall be governed by the version incorporated at the time the respective contract was concluded.

1.4 In the event of contradictions, the following order of precedence shall apply: (1) individually negotiated agreements, (2) the purchase order or call-off order issued by PE-PACKAGING, including expressly incorporated specifications, drawings, quality agreements and tooling agreements, and (3) these GTCP. Individually agreed contractual provisions shall always take precedence.

1.5 Legally relevant declarations and notices in connection with the contract shall be made at least in text form, unless a stricter form is mandatorily prescribed by law or expressly agreed.

2. Purchase Orders, Acceptance and Contract Amendments

2.1 Purchase orders, call-off orders and any amendments or supplements thereto shall be issued by PE-PACKAGING in text form. Oral agreements require confirmation in text form in order to be effective; the precedence of actually negotiated individual agreements shall remain unaffected.

2.2 The Supplier shall accept a purchase order in text form within five business days of receipt. A late acceptance shall be deemed a new offer. If the Supplier begins performance without reservation or makes delivery within the acceptance period, the purchase order shall be deemed accepted.

2.3 Cost estimates, quotations, samples and other quotation documents of the Supplier shall be provided free of charge unless expressly agreed otherwise in advance. Quotations submitted by the Supplier shall be binding for the commitment period stated therein or, if no period is stated, for at least four weeks.

2.4 Demand forecasts, planned quantities and other forecasts are non-binding unless they are expressly designated as a binding call-off order. They shall neither create minimum purchase obligations nor give rise to claims for compensation in respect of quantities not called off.

2.5 PE-PACKAGING may, to the extent reasonably acceptable, request changes to the supplies, their design or execution, the delivery quantity or the delivery date. The effects on price, quality and schedules shall be agreed before implementation. Changes by the Supplier, in particular to material, composition, design, manufacturing process, tooling, subcontractors or production location, require PE-PACKAGING's prior consent in text form.

3. Prices, Invoices and Payment

3.1 The agreed prices are fixed prices. Unless otherwise stipulated in the purchase order, they shall include all costs incurred up to contractual handover at the agreed destination, in particular packaging, labelling, loading, freight, transport insurance and documentation. Statutory value added tax shall be shown separately. Import duties and import taxes shall be borne by the Supplier only if this has been expressly agreed or a corresponding Incoterm has been specified.

3.2 Price changes, surcharges or subsequent ancillary costs require PE-PACKAGING's express consent in text form before they are incurred. This shall also apply to changes in material, energy, transport or procurement costs.

3.3 Invoices may be issued only after full performance has been rendered or, in the case of agreed partial performance, after the respective partial performance is ready for acceptance or invoicing. Invoices must comply with statutory requirements and shall in particular state the purchase order number, PE-PACKAGING product number, delivery note number, delivery date, quantity, unit price, VAT details and, where applicable, the agreed performance period. Where required by law or requested by PE-PACKAGING, the invoice shall be submitted as a structured electronic invoice in a permitted format.

3.4 Unless otherwise agreed, PE-PACKAGING shall pay net within 30 days after complete contractual performance, receipt of a proper and auditable invoice and, where applicable, successful acceptance. In the case of early deliveries, the payment period shall commence no earlier than the agreed delivery date.

3.5 In the event of defective or incomplete performance, missing documents or disputed invoice items, PE-PACKAGING may withhold an appropriate portion of the payment until proper performance has been completed. PE-PACKAGING shall be entitled to the statutory rights of set-off and retention. The Supplier may set off only claims that are undisputed or have been finally adjudicated, and may exercise rights of retention only on the basis of the same contractual relationship.

4. Delivery, Dispatch, Packaging and Passing of Risk

4.1 Unless otherwise agreed, delivery shall be made DAP to the agreed destination in accordance with Incoterms® 2020. The destination or place of use stated in the purchase order shall be the place of performance for delivery.

4.2 Under purchase contracts and contracts for the supply of goods to be manufactured, the risk of accidental loss and accidental deterioration shall pass to PE-PACKAGING only upon actual handover of the contractual goods at the agreed destination. In the case of works requiring acceptance, risk shall pass upon successful acceptance. Section 447 BGB shall not apply.

4.3 Partial, excess, short or early deliveries are permitted only with PE-PACKAGING's prior consent. PE-PACKAGING may reject or store unauthorised deliveries at the Supplier's cost and risk or adjust the invoice to the quantity actually accepted.

4.4 Each delivery shall be accompanied by a delivery note and the dispatch, inspection and origin documents required in the purchase order. The documents shall state at least the purchase order number, PE-PACKAGING product number, quantity, batch or lot, production date, country of origin and, where applicable, the tooling or revision status.

4.5 The Supplier shall use packaging that is safe for transport, appropriate to the material and quantity and as resource-efficient as possible. Statutory packaging, labelling, dangerous goods and take-back obligations shall be complied with. Returnable or reusable packaging shall be collected within a reasonable period after request. If collection does not take place despite an additional period of ten business days, PE-PACKAGING may recycle or dispose of the packaging at the Supplier's expense.

5. Delivery Dates and Delay

5.1 Agreed delivery dates and delivery periods are binding. Compliance shall be determined by complete receipt of the contractual goods, including all required documents, at the agreed destination or by complete performance and, where applicable, acceptance of the services.

5.2 A delivery date shall be deemed a fixed date carrying the specific legal consequences of a fixed-date transaction only if it is expressly designated as a "fixed date" or "fixed-date transaction" in the purchase order or an individual agreement.

5.3 If the Supplier becomes aware that a date or period cannot be met, it shall immediately inform PE-PACKAGING in text form of the cause, expected duration, quantities affected and planned countermeasures. Such notification shall not release the Supplier from its performance obligation or liability.

5.4 In the event of a delay in delivery, PE-PACKAGING shall be entitled to the statutory rights. The Supplier shall bear the necessary and reasonable additional costs caused by a delay for which it is responsible, including in particular special transport, express delivery, substitute procurement, sorting and measures to secure production. Further claims shall remain unaffected.

5.5 Acceptance of a late delivery without reservation shall not constitute a waiver of claims arising from the delay.

6. Specifications, Quality Assurance and Changes

6.1 The performance must comply with the purchase order, approved drawings, CAD data, samples, specifications, requirement specifications, revision levels and other agreed requirements. It must be suitable for the intended use known to the Supplier, free from defects in quality and title, and manufactured in accordance with recognised engineering practice and the state of the art applicable at the time the contract is concluded.

6.2 The Supplier shall immediately review the documents provided by PE-PACKAGING for identifiable errors, contradictions, incompleteness and manufacturability. Any concerns and suggestions for improvement shall be communicated to PE-PACKAGING in text form immediately before performance begins. Approval by PE-PACKAGING shall not release the Supplier from responsibility for proper professional execution or for designs and manufacturing decisions introduced by the Supplier.

6.3 Series deliveries may commence only after the agreed sample, initial sample or series production approval has been granted. Approval shall not constitute acceptance of subsequent series deliveries and shall not limit PE-PACKAGING's rights in respect of defects.

6.4 The Supplier shall maintain a quality management system appropriate to the supplies and shall carry out and document an outgoing goods inspection. Where required by the purchase order or a quality assurance agreement, the Supplier shall comply in particular with ISO 9001, VDA requirements, customer-specific requirements or comparable standards.

6.5 Inspection, production and traceability records shall generally be retained for ten years; records relating to safety-relevant, approval-relevant or documentation-relevant parts shall be retained for at least fifteen years or for any longer period required by law or customer specifications. Upon request, inspection reports, material certificates, certificates and traceability data shall be provided to PE-PACKAGING without delay.

6.6 The Supplier shall not affix advertising or unapproved brand or supplier references to the goods. Legally required manufacturer, producer, safety, conformity, batch, material or traceability markings shall remain permitted and shall be coordinated with PE-PACKAGING in advance to the extent legally possible.

7. Incoming Inspection and Notification of Defects

7.1 PE-PACKAGING's duty to inspect under Section 377 of the German Commercial Code (Handelsgesetzbuch - "HGB") shall, upon receipt of the goods, be limited to checking identity and quantity and to externally apparent transport damage, packaging damage and other obvious defects, insofar as this is reasonable in the ordinary course of business.

7.2 Obvious defects shall be deemed notified in due time if PE-PACKAGING reports them within ten business days after delivery. Hidden defects shall be deemed notified in due time if reported within ten business days after discovery. If the goods are passed on to customers, the notification period for hidden defects shall not commence until the defect is discovered by PE-PACKAGING or the customer.

7.3 Payments, goods receipt postings, technical inspections, approvals or further processing of the goods shall neither constitute acknowledgement that the goods are free from defects nor a waiver of rights in respect of defects.

8. Rights in Respect of Defects, Subsequent Performance and Supplier Recourse

8.1 In the event of defects in quality or title, PE-PACKAGING shall be entitled without restriction to the statutory rights, subject to the following provisions.

8.2 PE-PACKAGING may, at its option, require rectification or replacement delivery, unless the selected type of subsequent performance is possible only at disproportionate cost. The Supplier shall provide subsequent performance without delay and without disrupting the operational processes of PE-PACKAGING or its customers.

8.3 If the Supplier fails to provide subsequent performance within a reasonable period, if subsequent performance fails, or if immediate action is required to avert imminent damage, a production stoppage or a safety risk, PE-PACKAGING may, after informing the Supplier, remedy the defect itself or have it remedied by a third party. In urgent cases, no prior deadline need be set. The Supplier shall bear the necessary and reasonable costs to the extent that the defect is attributable to its area of responsibility.

8.4 In the case of attributable defects, the expenses to be borne by the Supplier shall include in particular inspection, sorting, reworking, transport, removal and installation, return, disposal and reasonable administrative costs. Costs incurred at customer or end-customer level shall be reimbursed only to the extent that they are demonstrably necessary, reasonable and caused by the supplied item. Where possible, the Supplier shall be involved before cost-intensive measures are taken.

8.5 Where the statutory requirements are met, PE-PACKAGING may reduce the price, withdraw from the contract and claim damages. Claims arising from supplier recourse, in particular under Sections 445a and 445b BGB, shall remain unaffected. The Supplier shall promptly support PE-PACKAGING in fault analysis, corrective measures and the defence against customer claims.

8.6 The limitation period for claims in respect of defects shall be 36 months from the passing of risk or, for services requiring acceptance, from acceptance, unless a longer period applies by law or has been expressly agreed. Where PE-PACKAGING is subject towards a customer to a longer warranty period expressly stated in the purchase order or a quality assurance agreement, that period shall apply to the same extent in the relationship with the Supplier, provided it was communicated to the Supplier before conclusion of the contract. Longer statutory periods and special provisions shall remain unaffected.

9. Product Liability, Safety Measures and Insurance

9.1 If claims are asserted against PE-PACKAGING for personal injury, property damage or other loss due to a defective supplied item, the Supplier shall indemnify PE-PACKAGING against third-party claims to the extent that the cause lies within the Supplier's area of responsibility. In the case of fault-based claims, this shall apply only to the extent that the Supplier is at fault.

9.2 To the extent stated above, the Supplier shall reimburse the necessary and reasonable costs of warnings, replacement campaigns, field actions, recalls or other hazard-prevention measures. To the extent possible and reasonable, PE-PACKAGING shall inform the Supplier in good time, give it an opportunity to participate and take its legitimate interests into account.

9.3 The Supplier shall immediately inform PE-PACKAGING of any identified or suspected safety, conformity or series-production risks and shall provide all information required for risk assessment, traceability and hazard prevention.

9.4 For the duration of the business relationship and for an appropriate run-off period, the Supplier shall maintain customary business and product liability insurance and, where appropriate to the supplied item, recall cost insurance with adequate coverage. Evidence of insurance coverage shall be provided to PE-PACKAGING upon request.

10. Tools, Fixtures, Samples and Items Provided

10.1 Tools, fixtures, gauges, models, samples, materials and other items provided by PE-PACKAGING shall remain the property of PE-PACKAGING. They shall be clearly marked as the property of PE-PACKAGING, stored separately and used exclusively for the agreed purchase orders.

10.2 Tools and fixtures manufactured specifically for PE-PACKAGING and paid for in full by PE-PACKAGING shall become the property of PE-PACKAGING no later than upon full payment. In the case of partial payments, PE-PACKAGING shall acquire co-ownership in proportion to the payments made relative to the agreed total price, unless otherwise agreed. Physical delivery shall be replaced by the Supplier holding such items in custody for PE-PACKAGING free of charge.

10.3 The Supplier shall handle the items with due care, store them properly, insure them adequately against loss and damage, and perform the maintenance and repair work required to achieve the agreed tool life or output quantity. The Supplier shall be liable for damage in accordance with statutory provisions; normal wear and tear resulting from contractual use shall remain unaffected.

10.4 Use for third parties, reproduction, relocation, alteration, encumbrance, sale or disposal is prohibited without PE-PACKAGING's prior consent. Disruptions, damage, attachments or other third-party access shall be reported to PE-PACKAGING without delay.

10.5 At PE-PACKAGING's request and upon completion of the respective purchase order, the items, including associated data, documentation and spare parts, shall be surrendered without delay. A right of retention shall exist only on the basis of undisputed claims or claims that have been finally adjudicated arising from the same contractual relationship. If the items are located at a subcontractor's premises, the Supplier shall contractually secure PE-PACKAGING's corresponding rights.

11. Documents, Development Results and Intellectual Property Rights

11.1 Drawings, CAD data, specifications, samples, calculations, images, files and other documents made available to the Supplier by PE-PACKAGING shall remain the property of PE-PACKAGING or the respective rights holder. They may be used exclusively for performance of the contract, reproduced only to the extent necessary and disclosed to third parties only with prior consent.

11.2 Pre-existing know-how, standard solutions and intellectual property rights of the Supplier shall remain with the Supplier. The Supplier grants PE-PACKAGING a non-exclusive, perpetual, worldwide, transferable and sublicensable right of use to the extent necessary for the use, maintenance, repair, further development or resale of the supplied item.

11.3 With respect to development results, drawings, designs, data and documentation created specifically for PE-PACKAGING and fully paid for by PE-PACKAGING, the Supplier grants PE-PACKAGING, upon creation and no later than upon payment, exclusive, perpetual, worldwide, unrestricted, transferable and sublicensable rights of use for all known types of use. This shall include in particular reproduction, modification, further development, manufacture by third parties, distribution and documentation. Mandatory moral rights shall remain unaffected.

11.4 The Supplier warrants that the contractual use of the supplies and services delivered by it does not infringe any third-party rights. It shall indemnify PE-PACKAGING and its customers against justified third-party claims to the extent that the infringement originates from the Supplier's area of responsibility. This shall not apply to the extent that the infringement is based exclusively on binding specifications issued by PE-PACKAGING which the Supplier neither knew nor should have recognised.

11.5 Upon completion of the purchase order or upon request, the documents and copies provided shall be returned or, at PE-PACKAGING's option, demonstrably deleted, unless statutory retention obligations prevent this.

12. Subcontractors and Relocation of Production

12.1 The use of subcontractors for material parts of the performance, quality-critical processes or customer-specific production, as well as any relocation of an approved production site, requires PE-PACKAGING's prior consent in text form. Subcontractors or sites that have already been generally approved may be used within the agreed scope.

12.2 The Supplier shall remain responsible for the performance of its subcontractors as for its own acts. It shall contractually pass on through its supply chain all quality, confidentiality, compliance, documentation, PPWR, safety and traceability requirements relevant to the respective purchase order.

12.3 PE-PACKAGING may refuse consent for objective reasons or make it conditional upon appropriate evidence, approvals and sampling. Changes shall be notified sufficiently early to permit review and approval without jeopardising the delivery date.

13. Product, Substance and Environmental Compliance

13.1 The Supplier warrants that the supplied items and their manufacture comply with all applicable statutory and regulatory requirements at the agreed destination and in the target markets communicated to the Supplier. Where applicable, this shall include in particular product and operational safety, CE conformity, REACH, CLP, RoHS, POP, waste, hazardous substance, dangerous goods and environmental law, and other substance- and product-related restrictions.

13.2 The Supplier shall provide PE-PACKAGING, without being requested to do so, with all legally required and contractually requested declarations, safety data sheets, substance information, evidence of conformity, test certificates, material data and registration information in their current version. Changes in the legal position, composition, classification or approval affecting the supplied item shall be notified without delay.

13.3 The Supplier shall not use prohibited or unapproved substances. Where threshold values, declaration obligations or customer requirements apply, it shall provide the required information completely, correctly and in an auditable form.

13.4 If the Supplier identifies an actual or potential non-conformity, it shall immediately inform PE-PACKAGING, identify the batches and deliveries affected, block further deliveries pending coordination and propose suitable corrective measures.

14. Packaging Law and PPWR Documentation

14.1 The Supplier shall fulfil the obligations applicable to it under Regulation (EU) 2025/40 on packaging and packaging waste ("PPWR"), German packaging law and the national packaging and labelling regulations applicable in the respective target market.

14.2 For packaging, packaging components, load carriers and associated materials, the Supplier shall provide PE-PACKAGING in good time with all information and evidence required by PE-PACKAGING for technical assessment, documentation, conformity assessment, labelling and fulfilment of its own legal or customer-related obligations. This shall include in particular material type and composition, individual weights, recycled content, substance restrictions, recyclability, reusability, intended rotations, manufacturer and production data, unique product and batch identification, and available test and conformity evidence.

14.3 Where the Supplier manufactures in accordance with PE-PACKAGING's specifications, it shall provide complete and traceable manufacturing, inspection and material data required for the technical documentation. Where the Supplier itself acts as a producer, manufacturer, importer or other economic operator within the meaning of the applicable provisions, it shall independently fulfil its own statutory obligations.

14.4 Changes to material, structure, weight, recycled content, source of supply, manufacturing process, labelling or other conformity-relevant characteristics require PE-PACKAGING's prior consent. The Supplier shall update the affected documents and evidence before the first changed delivery.

14.5 Markings on the supplied item or its packaging shall be coordinated with PE-PACKAGING. Mandatory statutory markings and identification details must not be omitted; they shall be applied in such a way that the agreed neutral or customer-specific design is retained to the extent legally permissible.

14.6 The Supplier shall be liable in accordance with statutory provisions for the accuracy and completeness of the data and documents it provides. The provision of information shall not transfer statutory obligations of PE-PACKAGING to the Supplier where such transfer is not legally permissible.

15. Origin of Goods, Supplier's Declarations and Foreign Trade Law

15.1 The Supplier shall inform PE-PACKAGING in good time and in full of the preferential and non-preferential origin, country of manufacture, applicable customs tariff number and, where relevant, export-control classifications of the supplied items.

15.2 Upon request, the Supplier shall provide proper supplier's declarations or long-term supplier's declarations in accordance with Commission Implementing Regulation (EU) 2015/2447, as amended from time to time, together with any required evidence of origin and preferential status. It shall immediately inform PE-PACKAGING of any changes or loss of validity.

15.3 The Supplier shall comply with all applicable foreign trade, export control and sanctions regulations. Before conclusion of the contract, it shall inform PE-PACKAGING of licensing requirements, embargoes, re-export restrictions or other restrictions that may prevent contractual delivery or further use.

15.4 The Supplier shall reimburse PE-PACKAGING for proven disadvantages, customs duties, charges and reasonable costs arising from culpably incorrect, incomplete or late information or evidence provided by the Supplier.

16. Confidentiality, Data Protection and Information Security

16.1 The Supplier shall keep confidential all non-public commercial, technical and organisational information of PE-PACKAGING, its customers and business partners which becomes known to it in connection with the business relationship. Such information may be used exclusively for performance of the contract and disclosed only to employees and subcontractors who need it for that purpose and are subject to corresponding obligations.

16.2 The confidentiality obligation shall not apply to information that is demonstrably in the public domain, was already lawfully known to the Supplier, was disclosed by an authorised third party without a confidentiality obligation or was independently developed. Disclosures required by law or by an authority shall, to the extent permitted, be notified to PE-PACKAGING in advance and limited to what is necessary.

16.3 The Supplier shall not use names, trademarks, logos, projects or the business relationship with PE-PACKAGING or its customers for advertising or reference purposes without prior consent.

16.4 Where the Supplier processes personal data, it shall comply with applicable data protection laws and, where necessary, enter into the required data protection agreements before processing begins.

16.5 The Supplier shall implement appropriate technical and organisational measures to protect information and IT systems against loss, manipulation, malware and unauthorised access. Security incidents that may affect data, systems or projects of PE-PACKAGING or its customers shall be reported to PE-PACKAGING immediately and no later than 24 hours after becoming known. Additional expressly agreed requirements, in particular TISAX® or ISO/IEC 27001, shall apply only if incorporated in the purchase order, a security agreement or a customer requirement.

16.6 The obligations under this Section shall continue for five years after termination of the contract and, in the case of trade secrets, for as long as the statutory requirements for a trade secret are met.

17. Audit Rights, Compliance and Sustainability

17.1 The Supplier shall comply with applicable laws on anti-corruption, competition, prevention of money laundering, occupational health and safety, minimum working conditions, human rights and environmental protection. It shall refrain from any action that could expose PE-PACKAGING or its customers to sanctions, liability or reputational risk.

17.2 PE-PACKAGING, a qualified third party appointed by PE-PACKAGING or, where contractually required, a customer or competent authority may, where there is a legitimate reason, audit compliance with the quality, safety, compliance and documentation requirements relating to the purchase order. Audits shall be conducted on reasonable notice during normal business hours and with due regard for legitimate confidentiality interests. An auditor who is to be regarded as a direct competitor of the Supplier may be used only with the Supplier's consent.

17.3 In the event of a serious quality, safety or compliance concern, an audit at short notice may be required. The Supplier shall grant reasonable access to the areas and documents relating to the purchase order and shall cooperate in the investigation and implementation of corrective measures.

17.4 Each party shall generally bear its own audit costs. If material breaches of contract are identified, the Supplier shall bear the necessary and reasonable costs of a repeat audit to the extent that the breaches are attributable to its area of responsibility.

18. Force Majeure

18.1 Events of force majeure that are beyond a party's reasonable control, were not foreseeable at the time the contract was concluded and cannot be prevented or overcome by reasonable measures shall release the affected party from its obligation to perform for the duration and to the extent of the specific impairment. Such events may include, in particular, natural disasters, war, terrorism, governmental prohibitions, major epidemics or pandemics, and widespread failures of critical infrastructure for which the Supplier is not responsible.

18.2 Force majeure shall not include, in particular, lack of liquidity, ordinary price or cost increases, avoidable procurement problems, personnel shortages within normal business risk or failures by subcontractors where reasonable alternative procurement or contingency measures would have been possible.

18.3 The affected party shall immediately inform the other party in text form of the nature, commencement, expected duration and effects of the event and shall take all reasonable measures to mitigate damage and resume performance.

18.4 If the impairment continues for more than 30 calendar days or clearly jeopardises a customer project, series supply or the purpose of the contract, PE-PACKAGING may terminate or withdraw from the affected purchase order in whole or in part without being obliged to pay for performance not rendered. Performance already rendered in accordance with the contract and economically usable shall be remunerated.

19. Term, Termination and Discontinuation of Performance

19.1 Framework agreements, continuing contracts and service agreements may be terminated for good cause without notice. Good cause shall exist in particular if the other party repeatedly or seriously breaches a material contractual obligation despite a reasonable remedial period, makes unauthorised product or site changes, fails to remedy significant quality or safety risks, or seriously breaches compliance obligations.

19.2 Where the purpose of the contract or safety requires immediate action, no prior remedial period shall be required. Statutory rights of withdrawal, termination and damages, as well as mandatory insolvency-law provisions, shall remain unaffected.

19.3 Upon termination of the contract, the Supplier shall, at PE-PACKAGING's request, orderly surrender all tools, items provided, documents, data, semi-finished products and usable work results belonging to PE-PACKAGING and shall support the orderly continuation or relocation of supply to a reasonable extent. Remuneration for such support shall be governed by the existing agreement or, in the absence thereof, by statutory provisions.

20. Retention of Title, Assignment and Final Provisions

20.1 A simple retention of title by the Supplier until payment for the respective delivery shall be recognised if validly agreed. Extended, prolonged, group, current-account, processing or other more extensive forms of retention of title shall apply only if expressly agreed on an individual basis.

20.2 The Supplier may assign claims against PE-PACKAGING only with prior consent in text form. Such consent may not be unreasonably withheld. Section 354a HGB shall remain unaffected; within its scope, PE-PACKAGING may make payment to the Supplier with discharging effect.

20.3 The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.4 The place of performance for delivery shall be the destination specified in the purchase order; otherwise, the place of performance shall be PE-PACKAGING's registered office.

20.5 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be PE-PACKAGING's registered office. PE-PACKAGING shall additionally be entitled to bring proceedings against the Supplier at the Supplier's general place of jurisdiction or at any other court having jurisdiction by law.

20.6 If individual provisions of these GTCP do not become part of the contract in whole or in part or are invalid, the remainder of the contract shall remain effective. The statutory provisions shall apply in place of any provision not incorporated or invalid.