GENERAL TERMS AND CONDITIONS OF SALE

of PE-PACKAGING GmbH & Co. KG

Version: 3 August 2026

§ 1 Scope, Order of Precedence and Form

(1) These General Terms and Conditions of Sale (GTC) apply to all business relationships between PE-PACKAGING GmbH & Co. KG (hereinafter “PE-PACKAGING”) and its customers (hereinafter the “Buyer”). They apply exclusively where the Buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a merchant, a legal entity under public law or a special fund under public law.

(2) These GTC apply to contracts for the sale and delivery of movable goods, contracts for the supply of goods to be manufactured or produced, contracts for works and other services, in particular the development, design, procurement and delivery of customised load carriers, transport packaging, containers, racks, dividers, inserts and packaging components. This applies irrespective of whether PE-PACKAGING manufactures the Deliverables itself or has them manufactured by affiliated companies or subcontractors.

(3) These GTC apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Buyer shall form part of the contract only to the extent that PE-PACKAGING has expressly consented to their application in text form. This consent requirement shall also apply where PE-PACKAGING, with knowledge of the Buyer’s terms and conditions, performs a delivery or service without reservation or confirms an order in a customer portal.

(4) Individual agreements shall take precedence over these GTC. Unless otherwise individually agreed, the following order of precedence shall apply in the event of conflict: 1. individual agreement or separate contract, 2. PE-PACKAGING’s order confirmation, 3. jointly approved technical documents and revision levels, 4. these GTC. The Buyer’s general terms and conditions of purchase, supplier manuals, portal terms, quality guidelines or codes of conduct shall apply only if specifically identified before conclusion of the contract, made available to PE-PACKAGING and expressly accepted.

(5) Legally relevant declarations and notices, in particular the setting of deadlines, notices of defects and declarations of rescission, termination or price reduction, must be made at least in text form. Mandatory statutory form requirements shall remain unaffected.

(6) These GTC, in the version valid at the time of conclusion of the contract or most recently communicated to the Buyer in text form, shall also apply as a framework agreement to similar future contracts. PE-PACKAGING shall provide the Buyer with the applicable version in text form or by means of permanent electronic access.

§ 2 Offers, Conclusion of Contract and Documents

(1) Offers made by PE-PACKAGING are subject to change and non-binding unless expressly designated as binding. Cost estimates, calculations and proposed technical solutions are prepared on the basis of the information available when the offer is prepared.

(2) The Buyer’s order shall constitute a binding offer to enter into a contract. PE-PACKAGING may accept this offer within two weeks of receipt by issuing an order confirmation, making delivery or commencing the agreed performance. An order confirmation that deviates from the order shall constitute a new contractual offer by PE-PACKAGING.

(3) Offer documents, drawings, CAD data, calculations, samples, designs, costings and other technical or commercial documents shall remain the property of PE-PACKAGING. Copyrights, industrial property rights and know-how rights are reserved. The documents may be used solely for evaluation and performance of the relevant project and may not be made available to third parties without PE-PACKAGING’s consent.

(4) PE-PACKAGING shall be entitled to engage affiliated companies and technically qualified subcontractors unless otherwise expressly agreed in an individual case. PE-PACKAGING shall remain responsible for proper performance of the contract.

(5) Entering, clicking, uploading or confirming data in an electronic ordering, quality or supplier portal of the Buyer shall not, by itself, constitute consent to new or amended contractual terms.

§ 3 Technical Basis, Buyer Data, Approval and Changes

(1) The Buyer shall provide PE-PACKAGING, in good time, with all information required for development, design, testing, manufacture, regulatory classification and use, completely and accurately. This includes, in particular, drawings and revision levels of the goods to be packed, dimensions and tolerances, individual and total weights, centres of gravity, packing quantities, load and transport scenarios, process and handling conditions, stacking and storage conditions, cleaning requirements, intended countries of delivery, use and sale, the name or trade mark under which the packaging is made available, and any applicable customer-specific or regulatory requirements.

(2) PE-PACKAGING’s technical design and suitability assessment shall be carried out exclusively for the expressly agreed intended purpose and on the basis of the operating conditions communicated by the Buyer. No suitability shall be owed for conditions that were not communicated, were subsequently changed or fall outside the agreed scope of use.

(3) The agreed characteristics shall be determined by the order confirmation and the expressly approved drawings, CAD data, specifications, requirement specifications, samples and revision levels. General brochures, illustrations, concept presentations, guideline values, weight information and preliminary designs shall be binding only if expressly incorporated into the contract.

(4) The Buyer shall promptly review the technical documents and samples submitted by PE-PACKAGING for compatibility with the goods to be packed, interfaces, equipment, processes and operating conditions. Approval confirms the agreed technical design and its suitability for the conditions communicated by the Buyer. PE-PACKAGING shall remain responsible for conformity of the series delivery with the approved status; however, PE-PACKAGING shall not be liable for the consequences of incorrect or incomplete Buyer data or changes that were not communicated.

(5) Where sample or drawing approval has been agreed, series production shall not commence until documented approval has been granted. Any changes to the Deliverables, the goods to be packed, interfaces, use, labelling, intended countries or regulatory requirements after approval shall require a renewed technical and, where applicable, regulatory assessment. Effects on price, tooling, documentation and dates shall be appropriately taken into account and agreed before implementation.

(6) Prototypes, pre-series samples and initial samples are intended for testing and may differ from the subsequent series version. Series characteristics, service life, surface quality, labelling or complete documentation shall be owed for samples only if expressly agreed.

(7) If PE-PACKAGING identifies inconsistencies, missing information or apparent risks in the Buyer's specifications, PE-PACKAGING shall notify the Buyer accordingly. If the Buyer insists on a particular design despite such notice, the Buyer shall bear the resulting consequences, except to the extent that PE-PACKAGING remains mandatorily liable by law.

§ 4 Prices, Price Adjustments and Terms of Payment

(1) Unless otherwise agreed, prices are net in euros plus statutory value added tax. Costs for packaging, freight, customs duties, insurance, installation, testing, travel, tooling, printing plates, printing and documentation shall be charged separately unless included in the price under the agreed delivery term or the order confirmation.

(2) Where agreed delivery periods exceed four months, or in the case of continuing obligations or framework agreements, PE-PACKAGING may reasonably adjust the price if material cost factors beyond PE-PACKAGING's control change after conclusion of the contract, in particular costs for materials, energy, labour, freight, customs duties, exchange rates or upstream suppliers. The adjustment shall be made only in proportion to the actual cost change; cost reductions shall be taken into account accordingly. At the Buyer's request, PE-PACKAGING shall provide a comprehensible explanation of the calculation basis. If the increase exceeds 10% of the affected net price, the Buyer may rescind the contract in respect of deliveries not yet commenced within ten business days after notification, unless PE-PACKAGING maintains the original price.

(3) Unless otherwise agreed, invoices shall be due for payment without deduction within 30 calendar days after the invoice date and delivery or acceptance, as applicable. A cash discount shall be granted only if expressly agreed and if no older due receivables remain outstanding.

(4) Upon expiry of the payment period, the Buyer shall be in default without any further reminder. The default interest rate shall be nine percentage points above the applicable base interest rate. In addition, the Buyer shall owe the statutory flat-rate compensation for default of EUR 40. PE-PACKAGING may prove and claim further loss caused by default.

(5) The Buyer may set off only against counterclaims that have been finally adjudicated, are undisputed or have been acknowledged by PE-PACKAGING. The Buyer may exercise a right of retention only on the basis of counterclaims arising from the same contractual relationship.

(6) If, after conclusion of the contract, it becomes apparent that PE-PACKAGING's claim to payment is jeopardised by the Buyer's lack of ability to perform, PE-PACKAGING may, in accordance with the statutory provisions, demand advance payment or appropriate security and withhold outstanding deliveries until such payment or security is provided. If a reasonable deadline expires without result, PE-PACKAGING shall be entitled to the statutory rights of rescission and damages.

§ 5 Delivery, Dates, Call-Offs and Quantities

(1) Incoterms® 2020 shall apply to trade terms. Unless otherwise agreed, delivery shall be EXW at the production or dispatch location specified in the order confirmation; if no location is specified, EXW Hennef shall apply.

(2) Delivery dates and delivery periods shall be binding only if expressly designated as binding or as fixed dates. Where a calendar week is stated, timely availability or handover by the end of the final customary business day of that calendar week shall be owed, unless otherwise determined by the agreed delivery term.

(3) Delivery periods shall not commence until all commercial and technical matters have been clarified, all required Buyer data and approvals have been provided in full, agreed advance payments have been made and all necessary acts of cooperation by the Buyer have been performed. Delays attributable to the Buyer shall extend the relevant dates by a reasonable period.

(4) PE-PACKAGING shall be entitled to make reasonable partial deliveries, provided that separate use by the Buyer is possible and this does not result in unreasonable additional costs for the Buyer.

(5) Production-related excess or short deliveries shall be permitted only to the extent expressly stated in the offer or order confirmation. For customised production, any tolerance agreed there shall generally not exceed ±5%. If no quantity tolerance is expressly agreed, the ordered quantity shall be owed and the quantity actually delivered shall be invoiced.

(6) Demand forecasts, forecasts and non-binding quantity projections shall not create any purchase obligation unless expressly agreed as a binding call-off or binding procurement horizon. If the Buyer subsequently reduces or cancels quantities, it shall bear the evidenced costs of materials procured, work commenced and non-cancellable commitments entered into on the basis of binding call-offs or agreed release horizons.

(7) If PE-PACKAGING becomes aware of an anticipated delay, it shall promptly inform the Buyer of the reason and expected duration. The Buyer’s rights in the event of delay in delivery shall be governed by the statutory provisions unless otherwise provided in these GTC. Damages shall be governed by § 13.

(8) If the Buyer is in default of acceptance, fails to perform acts of cooperation or delays dispatch or acceptance, PE-PACKAGING may demand reimbursement of the resulting additional expenses and make alternative arrangements for the deliveries. For storage, PE-PACKAGING may charge 0.5% of the net value of the affected delivery for each commenced month, up to an aggregate maximum of 5%. The Buyer may prove lower costs and PE-PACKAGING may prove higher costs.

(9) Contractual penalties, lump-sum charges or liquidated damages in favour of the Buyer shall apply only if expressly agreed on an individual basis.

§ 6 Force Majeure and Other Impediments to Performance

(1) Events of force majeure or other unforeseeable events outside the reasonable control of the affected party that cannot be avoided despite reasonable precautions shall release the affected party from the affected performance obligations for the duration and to the extent of their effects. Such events may include, in particular, natural events, fire, war, terrorism, civil unrest, governmental measures, embargoes, epidemics, pandemics, substantial energy or raw-material shortages, cyberattacks, strikes, lawful lockouts, transport disruptions or failures of essential upstream suppliers for which the affected party is not responsible.

(2) The affected party shall promptly inform the other party of the commencement, expected duration and effects of the event and shall take reasonable measures to mitigate loss. Delivery and performance periods shall be extended by a reasonable period; for the duration of the impediment, the corresponding payment obligation shall cease in respect of services not yet performed.

(3) If the impediment continues for more than 60 calendar days and it is unreasonable to require adherence to the affected part of the contract, either party may terminate the unperformed part of the contract in text form. Services already performed shall be invoiced. Claims for damages arising from the event shall be excluded to the extent that the affected party is not responsible for the event.

(4) Mere cost increases or a deterioration in profitability shall not, by themselves, constitute force majeure; § 4(2) shall remain unaffected.

§ 7 Shipment, Transfer of Risk and Packaging

(1) Transfer of risk and allocation of costs shall be determined by the agreed delivery term. In the absence of an express agreement, risk shall pass to the Buyer upon handover to the forwarding agent, carrier or other third party designated for shipment. In the event of default in collection or acceptance, risk shall pass upon notification that the goods are ready for dispatch.

(2) If PE-PACKAGING arranges transport at the Buyer’s request or expense, it shall do so, unless otherwise agreed, in the Buyer’s name and at the Buyer’s risk. PE-PACKAGING shall select the transport route and means of transport at its reasonable discretion.

(3) Packaging shall be suitable for transport, taking account of the nature of the Deliverables and the agreed transport route. Special packaging, labelling, load-securing or shipping requirements of the Buyer shall apply only if communicated and agreed in good time. Any resulting additional costs shall be borne by the Buyer.

(4) Transport insurance shall be taken out only at the Buyer’s express request and expense.

(5) Returnable packaging, loan packaging, Buyer-owned load carriers and empty packaging shall be provided, managed, returned or disposed of only under a separate agreement.

§ 8 Acceptance of Works and Development Services

(1) Where acceptance is required by law or agreed by contract, PE-PACKAGING shall notify the Buyer that the performance is ready for acceptance. The Buyer shall inspect the performance promptly and declare acceptance within a reasonable period.

(2) Acceptance may not be refused on account of immaterial defects. If, after completion, PE-PACKAGING sets a reasonable deadline for acceptance and the Buyer does not refuse acceptance within that deadline while identifying at least one defect, the statutory consequences of acceptance shall apply.

(3) Technical approvals, successfully completed functional tests, use in the production process or unconditional commissioning may constitute acceptance where this corresponds to the agreed project sequence and PE-PACKAGING has previously informed the Buyer of the acceptance effect.

(4) Partial acceptances may be agreed on a project-specific basis for completed, independently testable stages of performance.

§ 9 Cancellation, Termination and Project Suspension

(1) The Buyer shall have no unilateral right to cancel or terminate contracts of sale or contracts for the supply of goods to be manufactured or produced. Cancellation or amendment of an order placed shall require PE-PACKAGING’s consent in text form.

(2) If PE-PACKAGING agrees to a cancellation, quantity reduction or project termination, the Buyer shall pay for the services properly performed up to that time, materials procured or firmly ordered, non-cancellable commitments, dismantling, storage, return transport and settlement costs, and lost profit. Saved expenses and income obtainable elsewhere shall be credited. The Buyer may prove that no loss or a substantially lower loss was incurred.

(3) To the extent that a contract is legally classified as a contract for works and the customer has a statutory right of termination, remuneration and settlement shall be governed by the statutory provisions unless otherwise individually agreed.

(4) If a project is suspended at the Buyer’s request or for reasons attributable to the Buyer for more than 30 calendar days, PE-PACKAGING may invoice the services performed up to that time and charge reasonable storage, standby and restart costs. Dates and prices shall be adjusted to the changed circumstances.

§ 10 Retention of Title

(1) PE-PACKAGING retains title to the delivered goods until all present and future claims arising from the ongoing business relationship with the Buyer have been paid in full (the “Reserved Goods”).

(2) The Buyer shall treat the Reserved Goods with due care and insure them at its own expense at replacement value against customary property risks. The Buyer shall promptly notify PE-PACKAGING of any attachment, seizure, damage or other interference by third parties.

(3) The Buyer may resell the Reserved Goods in the ordinary course of business. The Buyer hereby assigns to PE-PACKAGING, by way of security, all claims arising from such resale up to the invoice value of the Reserved Goods; PE-PACKAGING accepts the assignment. The Buyer shall remain authorised to collect such claims until that authorisation is revoked for good cause.

(4) Any processing, transformation or combination of the Reserved Goods shall be carried out for PE-PACKAGING without giving rise to any obligations on the part of PE-PACKAGING. If the Reserved Goods are processed with items not owned by PE-PACKAGING, PE-PACKAGING shall acquire co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the value of the other processed items at the time of processing. The same shall apply to combination or mixing.

(5) In the event of conduct by the Buyer in breach of contract, in particular payment default, PE-PACKAGING may rescind the contract in accordance with the statutory provisions and demand surrender of the Reserved Goods. A demand for surrender shall constitute rescission only if PE-PACKAGING expressly so declares.

(6) If the realisable value of the security exceeds the secured claims by more than 10%, PE-PACKAGING shall, at the Buyer’s request, release security of its choice.

§ 11 Inspection and Notice of Defects

(1) The Buyer shall inspect the delivery promptly after delivery in the ordinary course of business. The duties of inspection and notification under Section 377 of the German Commercial Code (HGB) shall remain unaffected.

(2) Obvious defects, quantity and identity discrepancies and visible transport damage shall be notified to PE-PACKAGING in text form no later than seven business days after delivery. Hidden defects shall be notified no later than seven business days after discovery.

(3) A notice of defect shall identify the Deliverable, order or product number, delivery date, revision level, nature and extent of the defect and available supporting evidence. The Buyer shall preserve the disputed parts and evidence and shall allow PE-PACKAGING a reasonable opportunity to investigate.

(4) If the Buyer fails to conduct the required inspection or give proper notice, the statutory consequences shall apply. Payment, processing or use of the goods shall not, by itself, constitute a waiver of defects notified in due time.

§ 12 Defect Claims and Limitation Period

(1) The statutory provisions shall apply to material defects and defects of title unless otherwise provided below. The agreed characteristics shall be determined in particular by the order confirmation and the approved technical documents pursuant to § 3.

(2) In the event of a defect, PE-PACKAGING shall, at its option, remedy the defect or provide a replacement delivery. The statutory right to refuse the chosen form of subsequent performance shall remain unaffected. PE-PACKAGING shall generally be entitled to two attempts at subsequent performance, provided this is reasonable for the Buyer and the nature of the defect or special circumstances do not require otherwise.

(3) The Buyer shall allow PE-PACKAGING the time and opportunity required for inspection and subsequent performance and shall make the disputed goods available for inspection. Self-remedy or engagement of third parties shall take place only after prior coordination with PE-PACKAGING, unless immediate action is required to avert substantial danger or disproportionately large damage. PE-PACKAGING shall be informed without delay in such case.

(4) PE-PACKAGING shall bear the expenses necessary for inspection and subsequent performance in accordance with the statutory provisions. If it transpires that there is no defect for which PE-PACKAGING is responsible, PE-PACKAGING may demand reimbursement of the expenses incurred as a result of an unjustified request for remedy, provided the Buyer recognised or negligently failed to recognise the absence of a defect.

(5) Defect claims shall in particular be excluded in the event of natural wear and tear, improper use, overloading, unsuitable storage, inadequate maintenance or cleaning, failure to observe operating or safety instructions, uncoordinated modifications or repairs, use outside the agreed purpose or changes to the goods to be packed, interfaces or operating conditions. This shall not apply to the extent that PE-PACKAGING is responsible for the cause.

(6) In the case of manufacture in accordance with drawings, material, design or process specifications of the Buyer, PE-PACKAGING shall not be liable for defects based exclusively on those specifications, provided PE-PACKAGING notified apparent concerns in good time.

(7) No defect claims shall exist in respect of characteristics or risks apparent from an approved drawing or sample, unless PE-PACKAGING fraudulently concealed them or expressly assumed a guarantee. Deviations between the sample and the series shall be permissible only if agreed, technically immaterial or covered by the approved series status.

(8) Guarantees in the legal sense shall be assumed only if PE-PACKAGING expressly designates them as guarantees.

(9) The limitation period for defect claims shall be 24 months from delivery; where acceptance has been agreed or is required by law, it shall commence upon acceptance. The limitation period shall not restart for repaired or replaced parts unless PE-PACKAGING has acknowledged the defect claim or the statutory conditions for a restart are met.

(10) Mandatory statutory limitation periods shall remain unaffected, in particular in cases of fraudulent concealment, guarantees, claims for injury to life, limb or health, claims under the German Product Liability Act, third-party rights in rem, buildings and building materials, and mandatory statutory recourse claims in the supply chain.

§ 13 Liability and Special Consequential Costs

(1) PE-PACKAGING shall be liable without limitation in cases of intent and gross negligence, culpable injury to life, limb or health, under the German Product Liability Act, in cases of fraudulent concealment of a defect and to the extent of an expressly assumed guarantee.

(2) In the event of a slightly negligent breach of a material contractual obligation, PE-PACKAGING’s liability shall be limited to the loss foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are obligations whose fulfilment makes proper performance of the contract possible in the first place and on whose compliance the Buyer may regularly rely.

(3) In all other respects, liability for damage caused by slight negligence shall be excluded. The foregoing limitations of liability shall also apply in favour of PE-PACKAGING’s legal representatives, employees and vicarious agents.

(4) Costs of sorting, inspection, rework, downtime, field, recall or replacement measures, contractual penalties, charges under OEM or customer programmes, administrative and handling costs and other consequential costs shall be reimbursable only to the extent that a defect for which PE-PACKAGING is responsible caused them, the measure was objectively necessary and reasonable, and the cause and amount of the costs are substantiated. PE-PACKAGING shall be involved before the measure is carried out and shall be given an opportunity to inspect and participate, except in cases of imminent danger.

(5) Flat-rate pass-through charges imposed by the Buyer or its customers shall not be accepted without evidence of specific causation, necessity and amount. Any more extensive individual quality assurance, recall or cost agreements shall require express agreement.

(6) PE-PACKAGING shall not be liable for damage attributable to incorrect, incomplete or late information from the Buyer, Buyer specifications, unapproved changes or use outside the agreed scope, to the extent that PE-PACKAGING is not responsible for such damage.

§ 14 Intellectual Property Rights, Designs and Buyer Specifications

(1) All rights in designs, drawings, calculations, data, samples, software, test methods and manufacturing and process knowledge developed by PE-PACKAGING shall remain with PE-PACKAGING. Unless otherwise expressly agreed, the Buyer shall receive only the non-exclusive right of use required for contractual use of the delivered products.

(2) Transfer of ownership of physical documents or tools shall not automatically include transfer of copyrights, design rights, software, manufacturing documents or know-how.

(3) If the Buyer provides drawings, trade marks, designs, data, software, samples or other specifications, it warrants that their contractual use does not infringe third-party rights. If PE-PACKAGING is held liable for an infringement based exclusively on such specifications, the Buyer shall indemnify PE-PACKAGING against justified claims and reasonable legal defence costs, unless PE-PACKAGING contributed to the infringement.

(4) In the event of an infringement for which PE-PACKAGING is responsible, PE-PACKAGING may, at its option, procure a right of use, modify the Deliverable so that it no longer infringes the right, or replace it with an equivalent Deliverable. If this is not possible on reasonable terms, both parties shall have the statutory rights of rescission in respect of the affected Deliverable. Damages shall be governed by § 13.

(5) The Buyer shall promptly inform PE-PACKAGING of alleged infringements and shall permit PE-PACKAGING to coordinate the legal defence.

§ 15 Tools, Moulds, Fixtures and Equipment

(1) Tools, moulds, templates, fixtures, inspection equipment, programs and other equipment developed, procured or commissioned by PE-PACKAGING shall remain the property of PE-PACKAGING unless their transfer of ownership is expressly agreed in the order confirmation or a separate tooling agreement.

(2) A separately stated tooling, development or fixture amount shall, in case of doubt, constitute a contribution to development, provision, use, maintenance and wear and not the purchase price of the tool. Any transfer of ownership must be expressly designated as such.

(3) Customer-specific equipment may be used exclusively for orders of the respective Buyer unless other use is expressly agreed. PE-PACKAGING may store and use such equipment at its own or commissioned production sites and shall remain responsible for proper safekeeping.

(4) Normal maintenance and servicing shall be performed to the agreed extent. Product changes, extraordinary wear, damage resulting from Buyer specifications, output in excess of agreed quantities and replacement or new procurement shall be charged separately unless PE-PACKAGING is responsible for the cause.

(5) Tool life, output quantity and availability shall be governed by the express agreement, the intended material and process design and proper use. An unlimited service life shall not be owed.

(6) If transfer of ownership has been agreed, it shall take place only after full payment of the remuneration owed for that purpose. If the tool remains with PE-PACKAGING or a subcontractor for continued production, it shall be held in custody for the Buyer. Release may be requested after completion of the project once all related claims have been satisfied; packaging, inspection, preservation and transport costs shall be borne by the Buyer.

(7) Ownership of tools shall not include disclosure or delivery of manufacturing programs, design data, process parameters, costings or other know-how unless expressly agreed.

(8) Tools and materials provided by the Buyer shall be subject to the separately agreed rules on safekeeping, maintenance, insurance and release.

§ 16 Product, Packaging and Regulatory Requirements; Allocation of PPWR Roles

(1) PE-PACKAGING shall comply with the statutory product, safety, environmental and packaging requirements applicable to PE-PACKAGING and the agreed Deliverables on the basis of the agreed intended purpose, the stated countries of delivery, use and sale, and the information provided by the Buyer.

(2) Before conclusion of the contract, the Buyer shall inform PE-PACKAGING of all special statutory, national, OEM, quality, labelling, substance, documentation and approval requirements. Requirements contained in customer portals, requirement specifications, standards or guidelines shall apply only in the specifically agreed revision. Subsequent changes shall require a renewed assessment and may affect prices and dates.

(3) For customised packaging, the parties' contractual base model is that PE-PACKAGING acts as a supplier within the meaning of Article 3(16) and Article 16 of Regulation (EU) 2025/40 on packaging and packaging waste (PPWR). This shall apply in particular where packaging is developed, procured or manufactured in accordance with the Buyer's requirements, requirement specifications, drawings, packaged-product data, functional requirements, approvals, article or container numbers, and is made available under the Buyer's name, trade mark or other clear Buyer identification.

(4) In the circumstances described in paragraph (3), the Buyer shall - subject to any different mandatory statutory classification - be the responsible manufacturer of the packaging within the meaning of the PPWR. The Buyer shall in particular be responsible for the conformity assessment, preparation and retention of the technical documentation, issuance of the EU declaration of conformity and the required manufacturer, identification and contact details. The same shall apply to

assessment of the applicable requirements relating to substances, packaging minimisation, recyclability, recycled content, reusability and labelling.

(5) In its capacity as supplier, PE-PACKAGING shall provide the responsible manufacturer with the product, material, weight, supplier and supporting information available to PE-PACKAGING and required for the specific Deliverable, to the extent required by law or expressly agreed. Provision of such information shall not replace the Buyer's own conformity assessment. PE-PACKAGING shall not issue an EU declaration of conformity in the Buyer's name or under the Buyer's sole responsibility and shall not assume the Buyer's manufacturer obligations merely by developing, procuring, coordinating manufacture or delivering the packaging.

(6) Assumption of obligations as a producer for extended producer responsibility purposes (EPR producer), including in particular registration, quantity reporting, participation in compliance schemes, financing of waste management, take-back or other national obligations in the countries of use or sale specified by the Buyer, shall not form part of PE-PACKAGING's customary supply model. PE-PACKAGING shall assume such obligations only to the extent that they mandatorily apply to PE-PACKAGING by law or have been expressly agreed for the relevant project in text form and remunerated.

(7) The Buyer shall be responsible for subsequent filling, actual use, circulation, return, transfer, shipment and disposal and for the resulting country-specific obligations, unless such obligations are mandatorily assigned to PE-PACKAGING. The Buyer shall inform PE-PACKAGING in good time of the intended countries of delivery, use and sale and of any special labelling, registration and evidence requirements.

(8) Materials, designs, dimensions, joining technologies, labelling or process conditions specified by the Buyer shall be treated as Buyer specifications. PE-PACKAGING shall point out apparent regulatory or technical concerns. If the Buyer maintains the specification, it shall bear the resulting consequences unless mandatory law provides otherwise.

(9) Project-specific technical documents, material information, packaging data sheets or conformity documents shall be provided after the series version has been defined and approved, to the extent required by law or expressly agreed. Buyer-specific forms, additional tests, audit support or further documentation shall be agreed separately and may be charged for.

(10) If statutory or regulatory requirements change after conclusion of the contract or the actual supply and placing-on-the-market arrangement results in a different mandatory allocation of roles, the parties shall coordinate the necessary adjustments. Mandatory statutory obligations of PE-PACKAGING as manufacturer, importer, distributor or EPR producer shall remain unaffected; the contractual description of roles cannot exclude a mandatory statutory classification. Necessary additional services, material changes, tests, registrations and documentation shall be treated as a contract change and may result in price and date adjustments.

§ 17 Confidentiality, References and Information Security

(1) The parties shall treat all non-public commercial and technical information, documents, data, samples and knowledge of the other party as confidential and shall use them exclusively for performance of the business relationship.

(2) The confidentiality obligation shall not apply to information that is demonstrably generally known, becomes public without breach of duty, was already lawfully known to the recipient, was obtained from an authorised third party without a confidentiality obligation or was independently developed. Disclosures required by law, an authority or a court shall remain permissible; to the extent legally possible, the other party shall be informed in advance.

(3) The parties shall impose corresponding obligations on their employees, affiliated companies and engaged third parties and shall restrict access to information to those persons who need it. Trade secrets shall be kept confidential for as long as they retain the status of trade secrets; otherwise, the obligation shall apply for five years after the end of the business relationship.

(4) Use of the other party's names, trade marks, logos, images or project names for advertising or reference purposes shall require prior consent in text form.

(5) PE-PACKAGING shall maintain appropriate technical and organisational measures to protect customer information. Special certification, audit, notification, indemnification or cybersecurity obligations, in particular under customer-specific standards, ISO/IEC 27001 or TISAX®, shall apply only if expressly agreed for the relevant project.

§ 18 Assignment and Performance by Third Parties

(1) Assignment of the Buyer's non-monetary claims against PE-PACKAGING shall require PE-PACKAGING's prior consent. Statutory rights of assignment shall remain unaffected.

(2) PE-PACKAGING may assign payment receivables arising from the business relationship for financing or factoring purposes.

(3) A change of the Buyer or transfer of the contract shall require PE-PACKAGING's prior consent.

§ 19 Place of Performance, Governing Law and Jurisdiction

(1) The place of performance for deliveries shall be determined by the agreed delivery term. The place of performance for payments and other obligations of the Buyer shall be PE-PACKAGING's registered office.

(2) These GTC and the entire contractual relationship shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws rules to the extent that their application would result in the application of another law.

(3) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, the court having jurisdiction at PE-PACKAGING’s registered office shall have exclusive - including international - jurisdiction over all disputes arising directly or indirectly from the business relationship. PE-PACKAGING shall remain entitled to bring an action against the Buyer at the Buyer’s general place of jurisdiction or at any other place of jurisdiction permitted by law.

(4) Mandatory statutory provisions on exclusive jurisdiction shall remain unaffected.

§ 20 Final Provisions

(1) If any provision of these GTC is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provisions.

(2) The same shall apply to unintended gaps in these GTC.

(3) The German version of these GTC shall prevail. Translations are provided for information purposes only unless expressly agreed otherwise.

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