

General Terms and Conditions of Purchase (GTC-P)

PE-Packaging GmbH & Co. KG (English translation of the German "Allgemeine Einkaufsbedingungen (AEB)").

1. General

These General Terms and Conditions of Purchase (GTC-P) apply to orders placed by PE with its registered office at Reutherstraße 3, D-53773 Hennef, Germany, in accordance with the contract concluded between PE and the Seller. Only these GTC-P shall apply. Any conflicting terms and conditions of the Seller or terms deviating from these GTC-P shall not be recognized unless we have expressly agreed to them in writing. These GTC-P shall also apply if, with knowledge of conflicting or deviating terms and conditions of the Seller, we perform the contractually owed services without reservation.

These GTC-P shall apply for the entire duration of the business relationship without the need to enclose them again with each individual order. By its order confirmation or delivery, the Seller agrees to these GTC-P. We recommend printing these GTC-P (if necessary) prior to ordering and reading them carefully. The current version of our GTC-P can be accessed and printed at any time at www.pe-packaging.de.

In these GTC-P, "we" and "us" always refer to PE-PACKAGING GmbH & Co. KG. "Seller" means the contractor or supplier. These GTC-P apply only vis-a-vis entrepreneurs within the meaning of Sec. 310(1) and Sec. 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

2. Quality; Rights and Claims for Defects; Intellectual Property

The goods delivered must have the quality and quantity underlying the order, in particular the properties stated in drawings, descriptions, specifications, requirement specifications, and samples. Over-deliveries and under-deliveries are not permitted.

Cost estimates, samples, drawings, developments, ideas, photos, templates, tools, models, files, and any other purchase and order documents shall remain the property of PE or shall become the property of PE. They may not be made accessible to third parties. Documents of the Seller shall become the property of PE; in addition, the Seller may not assert any copyright in such documents. Rather, all rights are reserved by PE. The Seller is not permitted, for any reason or purpose, to use cost estimates, samples, drawings, developments, ideas, photos, templates, tools, models, or any other purchase and order documents for third parties, other customers, interested parties, or other purposes.

Tools, samples, drawings, templates, models, etc. for which PE bears the costs and which remain temporarily in the possession of the Seller for the purpose of executing the order shall pass without restriction into the ownership of PE. Upon request, such items must be handed over to PE.

In the event of non-performance of the contract, or even in the event of only minor deviations from the agreed quality, quantity, or delivery date, or only minor impairment of usability, PE shall be entitled to withdraw from the contract and to claim damages in lieu of performance for the entire performance. In all cases, PE shall have the right to choose between remedying the defect and supplying a new product. Remedying the defect shall be deemed to have failed after the first attempt. If subsequent performance fails, PE shall be entitled to reduce the purchase price or, at its option, withdraw from the contract. The Seller shall bear the expenses required for subsequent performance.

With respect to goods acquired by PE, the Seller is prohibited from affixing any markings to the products by means of stickers, sewn-on labels, signs, embossing, engraving, or other advertising media that refer to the Seller or any upstream supplier. The goods must be kept and delivered strictly neutral or, upon request by PE, marked with PE's own labels.

Upon request, the Seller undertakes to duly issue and timely provide a supplier's declaration and/or long-term supplier's declaration in accordance with EC Regulation 1207/2001 (or its current version).

3. Limitation Period

The limitation period for claims and rights of PE due to defects in performance - irrespective of the legal basis - shall be four years. This period shall also apply insofar as the claims are not related to a defect. Longer statutory limitation periods remain unaffected, as do the provisions on commencement of the limitation period, suspension of expiry, suspension, and restarting of limitation periods.

4. Delivery; Transfer of Risk; Costs

Delivery by the Seller shall be made carriage paid, including packaging, to the place of use specified by PE; Sec. 447 BGB shall not apply. The risk shall pass only upon handover (not merely upon shipment or delivery) at the place of use specified by PE. The conclusion of transport and other insurance policies shall be left to PE.

In particular, any charging of SVS/RVS is rejected unless the parties have expressly agreed otherwise in writing.

Returnable packaging must be collected by the Seller at its own expense within three months after delivery. Otherwise, the returnable packaging will be disposed of at the Seller's expense without further notice.

5. Delivery Dates

Delivery dates set by PE shall be fixed dates. Delivery dates shall be deemed met if, at that time, the goods have arrived at and have been handed over at the place of use specified by PE.

The Seller shall be fully responsible - even without fault - for the condition and timely availability of any supplies and services required for performance (full assumption of procurement risk). If delivery dates are not met, PE shall be entitled to withdraw from the contract and to assert claims for damages.

6. Payment

Invoices of the Seller shall be paid within the agreed payment terms after handover and/or acceptance.

7. Place of Performance; Governing Law; Jurisdiction

Unless otherwise provided in the contract, the place of performance and payment shall be our registered office. German law shall apply to the contract and to any disputes arising from or in connection with the business relationship between us and the Seller, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The statutory provisions on jurisdiction remain unaffected unless otherwise provided by the special rule of the following paragraph.

Exclusive place of jurisdiction for contracts with merchants, legal entities under public law, or special funds under public law shall be the court having jurisdiction over our registered office. However, we shall also be entitled to sue the Seller at its general place of jurisdiction.

8. Severability

Should one or more provisions be or become invalid, this shall not affect the validity of the remaining provisions.

Document created on 2026-02-18 as a non-binding translation. In case of discrepancies, the German version shall prevail.