

General Terms and Conditions

Status: January 2024

A. Scope

1. These GTC (hereinafter "GTC") apply to all legal transactions and in particular to the delivery of products or the provision of services (hereinafter always "delivery") between SEALABLE SOLUTIONS GmbH (hereinafter "we" or "us") and its customers (hereinafter "contracting parties", SEALABLE SOLUTIONS GmbH and contracting parties, hereinafter jointly the "parties").
2. These GTC apply exclusively. These GTC shall also apply if we accept orders unconditionally despite being aware of the contracting party's GTC, provide services or make direct or indirect reference to letters or the like which contain the contracting party's or third parties' GTC. Differing, deviating, conflicting and/or supplementary GTC of the contracting party shall only apply insofar and inasmuch as we have agreed explicitly to their validity in writing. This condition of agreement shall apply in every case. It shall also apply, for example, if the contracting party refers to its GTC within the scope of the delivery and we do not explicitly raise an objection in this regard.
3. Unless otherwise agreed, these GTC shall apply in the version as amended at the time of delivery or, alternatively, in the version last communicated to the contracting party in text form as a framework agreement also for future contracts of a similar nature, but without us being required to make reference to them in each individual case.
4. Individual agreements shall take precedence over these GTC. Subject to proof to the contrary, a written contract or our confirmation in text form shall be authoritative for the content of such agreements.
5. Our General Terms and Conditions only apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law within the meaning of Section 310 BGB.
6. References to the validity of statutory provisions shall be for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly amended or explicitly excluded in these GTC.
7. Legally relevant declarations and notifications of the contracting party with regard to deliveries (e.g. extension deadlines, notification of defects, cancellation or reduction) must be in writing. The written form within the meaning of these GTC shall include the written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, remain unaffected.

B. Conclusion of contract

1. Our offers are subject to change and non-binding unless they are explicitly declared as binding in writing or contain a specific acceptance period. This shall also apply if we have provided the contracting party with catalogues, technical documentation, other product descriptions or documents, including in electronic form.

2. A contract for deliveries is only concluded when we accept the contracting party's order. There is no obligation for us to do so. Additions, amendments or collateral agreements require our written confirmation to be legally effective. The ordering of deliveries by the contracting party shall be deemed a binding contractual offer. Orders must be sent to us in writing (including e.g. fax and e-mail). We may accept orders within two weeks of their receipt by us. Acceptance can be declared in writing, e.g. by order confirmation to the contracting party. We may also accept an order by making delivery to the contracting party.
3. If we have stated in our offer that the costs for test parts and the tools required for their production (moulds, mandrels, mouthpieces, etc.) will be subject to charge, this does not mean that the items as stated are part of our delivery obligation. The same applies to the tools that we require for series production. All of the aforementioned items remain our property. If the contracting party wishes to be supplied with the aforementioned items, they shall reserve the right to request that we submit an offer in this regard. We are not obliged to submit any such offer.

C. Intellectual property, reserved rights

1. We reserve all our property rights, copyrights and other industrial property rights to all documents, materials and other items submitted by us (e.g. offers, catalogues, price lists, cost estimates, drafts, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, information and software). In particular, the contracting party must not exploit, reproduce or modify these documents, materials and other items. The documents, materials and other items submitted by us may only be made accessible to third parties with our consent. They may only be made accessible to employees of the contracting party insofar as this is necessary for the establishment and execution of the delivery with us.
2. We do not grant any rights or licences to our intellectual property, including but not limited to patents, trademarks, know-how and software, unless explicitly agreed otherwise in writing in individual cases.
3. Documents, materials and other items belonging to offers and submitted by us to the contracting party must be returned on request or at the latest if an order is not placed with us.
4. If we make deliveries based on documents, materials and other items provided by the contracting party, the latter shall guarantee that the property rights of third parties are not infringed. If, in this case, third parties make reference to industrial property rights and prohibit us from carrying out individual or all activities within the scope of this delivery, we shall be entitled to cease all further activities until the legal situation has been clarified to such an extent that an infringement of third party rights by the continuation of our activities is excluded. We shall notify the contracting party without delay of any such claims by third parties and of the cessation of our activities for this reason. The contracting party undertakes furthermore to indemnify us against all third-party claims in connection with the documents, materials and other items provided by them. This shall

not apply if the contracting party is not at fault with regard to the third-party claims against us.

D. Deviations in deliveries

1. We reserve the right to make deliveries with customary and/or technically unavoidable deviations in physical and chemical quantities, including colours and order quantities, of up to +/- 10% depending on the item, unless the contracting party clearly declares that the order refers to a one-time project quantity. A one-time project quantity is a one-off, fixed call-off of specifically designated deliveries.
2. In the case of call-off orders, we are authorised to procure the material for the entire order and to produce the entire order quantity immediately. Call-off orders exist if a certain quantity or quota is initially agreed for the delivery and this quantity or quota can then be called off by the contracting party in instalments. The contracting party is obliged to purchase the entire quantity of a call-off order within the agreed period. It follows, therefore, that the change requests placed by the contracting party can no longer be taken into account once the order has been placed, unless explicitly agreed in writing.

E. Delivery and delivery time, delay in delivery

1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. Specified delivery periods are generally non-binding unless they are explicitly declared as binding in text form or have been individually agreed as binding (binding delivery periods). Unless otherwise agreed, the delivery period shall commence with the dispatch of our order confirmation or the performance of our delivery.
2. A confirmed delivery period for our deliveries is subject to correct, complete and timely delivery to us by our upstream suppliers, insofar as we have concluded a corresponding purchase contract (congruent hedging transaction) with due commercial care. The delivery period shall be deemed to have been met if - insofar as we dispatch the delivery at the request of the contracting party - the delivery item has left our factory by the end of the delivery period or we have notified the contracting party that the goods are ready for dispatch.
3. Where we are unable to meet binding delivery periods for reasons for which we are not responsible (non-availability of the service), we shall notify the contracting party without delay and at the same time inform the contracting party of the expected new delivery period. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already paid by the contracting party without delay. Non-availability of the service shall apply, for example, as long as the contracting party has not fulfilled their obligations which we require for a delivery in accordance with the contract, such as the provision of technical data and documents, or in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to make procurements in individual cases.

4. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. Nonetheless, the contracting party must send us a reminder in every case.

F. Default of acceptance, delivery, transfer of risk

1. We shall be entitled to all statutory claims for damages and compensation for additional expenses in full if the contracting party is in default of acceptance or violates its obligations to cooperate or if our delivery is delayed for other reasons for which the contracting party is responsible.
2. Where the contracting party is in default, we shall be entitled - in addition to further statutory claims – to demand lump-sum compensation for our damage caused by default in the amount of 0.5% of the net price of the affected delivery per full calendar week, but not more than 5% of the net price of the affected delivery in total. We reserve the right to prove that higher damages have been incurred. The contracting party reserves the right to prove that no damage at all or only significantly less damage has been incurred.
3. Partial deliveries are permissible, provided that these are reasonable for the contracting party and are notified by us in good time.
4. The goods shall be delivered in accordance with the terms of delivery agreed between us and the contracting party, otherwise in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC), as amended at the time of conclusion of the contract. These terms shall hence regulate the transfer of possession and risk, unless otherwise agreed in writing.
5. Items and materials provided by the contracting party for the fulfilment of the order must be delivered by the contracting party in good time and in flawless condition as agreed. Where the contracting party does not fulfil this requirement, we shall be entitled to charge the contracting party for any costs incurred as a result, unless the contracting party proves that they are not at fault. We are entitled furthermore to refrain from commencing or to interrupt the manufacture of our delivery until we have received items and materials in sufficient quantity and quality.

G. Reservation of title

1. We reserve title to each delivered item (hereinafter "reserved goods") (reservation of title) until we have received full payment of all our present and future claims arising from the respective delivery and an ongoing business relationship with the contracting party (hereinafter "secured claims").
2. The contracting party is not authorised to pledge the reserved goods or to assign them as security until the secured claims have been paid in full.
3. In the event that the reserved goods are seized by third parties, third parties otherwise access the reserved goods or if an application is filed to open insolvency proceedings against the assets of the contracting party, the contracting party must clearly indicate our

ownership of the reserved goods and notify us without delay in writing such that we may exercise our ownership rights.

4. The contracting party is authorised to resell and/or process the reserved goods in the ordinary course of business until further notice.
5. The reservation of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer.
6. Where goods that are subject to reservation of title have been processed, mixed or combined with goods owned by third parties, and their rights to these goods continue to apply, or if the value of the newly created goods is greater than the value of the goods that are subject to reservation of title, we shall acquire co-ownership of the newly created item in the ratio of the value of the goods that are subject to reservation of title relative to the value of the processed, mixed or combined goods. Gross invoice values shall apply in each case. In the event that no such acquisition of ownership or co-ownership should occur in our favour, the contracting party hereby transfers to us as security its future ownership or, in the aforementioned ratio, its co-ownership of the newly created item. We hereby accept this transfer. Where the item belonging to the contracting party shall be deemed the main item as a result of the mixing, we and the contracting party agree that the contracting party shall transfer co-ownership of this item to us on a pro rata basis. We hereby accept the transfer. The contracting party shall retain the property or co-ownership on our behalf free of charge.
7. The contracting party hereby assigns to us all claims against their customers or other third parties in the amount of the final invoice total (including VAT) of our claims or in the amount of our possible ownership or co-ownership share, which accrue to them from the resale of the reserved goods or the product manufactured by means of processing, mixing or combination of our goods. We accept the assignment. The contracting party shall remain authorised to collect these claims even after assignment. However, we are authorised to collect the claims ourselves if the contracting party does not meet their payment obligations, is in default of payment, an application is filed to open insolvency proceedings against the assets of the contracting party or the contracting party discontinues payments. We shall be entitled in these cases to revoke the authorisation to collect. Furthermore, we may demand that the contracting party notifies us without delay of the assigned claims and their debtors, provides us with a written declaration of assignment and all information and documents required to collect the claim and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the contracting party's authorisation to resell and process the reserved goods.
8. Where the marketable value of the securities to which we are entitled exceeds our secured claims by more than 10%, we shall be obliged, at the request of the contracting party, to release the securities exceeding the aforementioned limit at our discretion.

H. Prices and payment, default of payment

1. Unless otherwise agreed with the contracting party, our prices (net, according to price list, order confirmation and/or contract) as amended and agreed at the time of conclusion

of the contract shall apply to deliveries. Where expedited shipping is requested by the contracting party (e.g. air freight, express), the contracting party shall bear the difference between the costs for the usual mode of shipping and the higher costs for expedited shipping.

2. All payments by the contracting party shall be made in the contractually agreed currency. In case of doubt, payments shall be made in euros.
3. Our invoices must be paid on time in accordance with the agreed terms of payment.
4. The date of receipt of payment shall be the date on which the amount is received by us or credited to our bank account. In the event of default, we shall be entitled to demand statutory interest. We reserve the right to claim further damages in the event of default.
5. In the case of cashless payment, the invoice date shall determine the start of the payment period and the date of crediting shall determine the end of the payment period. The risk of the payment method shall be borne by the contracting party.
6. If the contracting party is in default of payment, we may, at our discretion, declare outstanding purchase price instalments or other existing claims against the contracting party due and payable and make further deliveries to this contracting party dependent on the prior provision of security or payment concurrent with delivery. Where the contracting party fails to comply with our request for advance payment or provision of security or concurrent payment upon delivery within a reasonable period, we shall be entitled to withdraw from the contract and to invoice the contracting party for the costs incurred up to that point, including loss of profit.
7. We do not pay interest on advance or instalment payments.
8. The contracting party shall only be entitled to offset and withhold payments if their claim is uncontested by us or has been recognised by declaratory judgement. Deductions shall not be recognised unless they have been explicitly agreed; warranty claims of the contracting party in the event of defects in the delivery shall remain unaffected.
9. Payments can only be made to discharge the debt effect to the account specified by us upon issue of the invoice.
10. The contracting party may only assign claims against us to third parties with our written consent. The provisions set out in Section 354a German Commercial Code (HGB) remain unaffected.
11. Where an application is filed for the opening of insolvency proceedings against the assets of the contracting party, a statement of assets is submitted in accordance with Section 807 German Code of Civil Procedure (ZPO), payment difficulties occur or if we become aware of a significant deterioration in the financial circumstances of the contracting party after conclusion of the contract, we shall be entitled to suspend deliveries without delay and to refuse to fulfil current contracts unless the contracting party pays the consideration as due or provides appropriate security at our request.

I. Warranty

1. The statutory provisions shall apply to the rights of the contracting party in the event of material defects and defects of title, unless otherwise stipulated in these GTC. The statutory duties of inspection and notification of defects in accordance with Section 377 HGB shall apply to our deliveries to merchants.
2. All information on our delivery items or other services are quality specifications and not guarantees. Where the contract makes reference to food law, technical, environmental law and other legal and/or technical requirements, these shall all apply in the version as amended at the time of conclusion of the contract. The parties must agree on any adjustment to a more recent version of these requirements. There shall be no obligation to make such an adjustment.
3. The contracting party may not reject a delivery due to insignificant defects. Customary deviations do not constitute a defect.
4. The contracting party is obliged to carefully inspect the delivery item immediately after delivery. This shall also apply if we make delivery to third parties on behalf of the contracting party. The delivered items shall be deemed to have been approved if a defect that could have been identified by means of a careful inspection is not reported without delay (within three days of delivery). If the defect was not identifiable upon careful inspection, the period for timely written notification of defects shall begin from the time of its identification.
5. If our delivery is defective, we may, at our discretion, provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a flawless item (replacement delivery). The contracting party must extend to us the necessary time and opportunity for subsequent fulfilment, in particular for subsequent improvement. The contracting party is entitled to refuse the type of subsequent fulfilment selected by us insofar as it is unreasonable for the contracting party in individual cases. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
6. Where a defect is present, we shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs.
7. In the event of an unjustified request by the contracting party to remedy a defect, we shall be entitled to demand compensation for our subsequent performance costs if the contracting party was aware or could have recognised that there was in fact no defect.
8. The contracting party may withdraw from the contract in accordance with the statutory provisions if a reasonable deadline extended by them for subsequent fulfilment has lapsed unsuccessfully or is dispensable in accordance with the statutory provisions. There is, however, no right to withdraw from the contract in the case of an insignificant defect.
9. Where the contracting party is entitled, on the one hand, to continue to demand subsequent fulfilment from us and, on the other hand, to exercise the statutory rights to

which they are entitled instead due to the failure of subsequent fulfilment, we shall be entitled to request that the contracting party exercise their rights within a reasonable period of time. The contracting party must notify us of their decision in writing. Our receipt of a written declaration from the contracting party shall be authoritative for compliance with the deadline. Where the contracting party does not exercise their rights in due time, they may only assert these rights, in particular the right to withdrawal or compensation, if a further reasonable period for subsequent performance to be determined by them has lapsed without success.

10. Claims against us for material defects and defects of title shall lapse within one year of delivery of the goods. If acceptance has been agreed, the limitation period shall commence upon acceptance. Special statutory provisions on the limitation period shall remain unaffected. The limitation period according to this provision shall also apply to claims for damages by the contracting party due to the delivery of a defective item, unless the application of the regular statutory limitation period would lead to a shorter limitation period in individual cases. Claims for damages due to intentional or grossly negligent behaviour on our part, the assumption of a relevant guarantee or claims under the Product Liability Act (ProdHaftG) as well as claims due to injury to life, limb or health shall lapse exclusively in accordance with the statutory limitation periods.

J. Liability

1. We are liable for intentional and grossly negligent behaviour.
2. In the event of ordinary negligence, we shall only be liable, subject to statutory limitations of liability,
 - J.2.a) for damages resulting from injury to life, limb and health,
 - J.2.b) in the event that a guarantee has been assumed
 - J.2.c) for damages arising from the breach of a material contractual obligation.

Material contractual obligations are such obligations as are essential for the proper execution of the contract and upon whose fulfilment the contracting party may ordinarily rely. In cases of breach of a material contractual obligation, our liability shall be limited to compensation for foreseeable damages that are typical of the contract and which we could reasonably have expected at the time the contract was concluded or at the beginning of the breach of obligations.

3. Where our breach of obligations does not consist of a defect, the contracting party may only withdraw from the contract or terminate the contract if we are responsible for this breach of obligations. The contracting party does not have a discretionary right to withdraw from the contract, in particular pursuant to Section 650, 648 BGB.
4. The limitation of liability as stipulated in these GTC shall also apply to breaches of obligations by our employees, representatives, entities, vicarious agents and other persons whose fault we are responsible for in accordance with statutory provisions.

5. Our liability is otherwise excluded.
6. Claims under the Product Liability Act remain unaffected by the limitations of liability arising from these GTC.

K. Other services/development services

1. Where we provide services that do not or only partially consist of the delivery of goods (Section 90 BGB), the provisions of these GTC shall apply without restriction, mutatis mutandis if necessary, and with the following additions:
2. In cases of doubt, any provision of development services with which we are commissioned shall constitute a service contract. We shall be obliged to endeavour to achieve a particular development result, but shall not be obliged to achieve the development result itself.
3. A breach of obligations on our part in relation to development work shall not apply solely due to our failure to achieve the development result.
4. The liability for material defects and defects of title for sales contracts does not apply to the provision of development services.

L. Place of fulfilment, place of jurisdiction, applicable law

1. Gotha is the exclusive - also international - place of jurisdiction for all claims arising from the business relations with the contracting party, in particular from our deliveries, even if sales or deliveries have been made from another permanent establishment. This place of jurisdiction, which also applies in particular to the dunning procedure, shall extend in addition to disputes concerning the establishment and validity of the contractual relationship. However, we are also entitled to exercise claims against the contracting party in all other legal jurisdictions. Where the contracting party has their registered office outside the Federal Republic of Germany, we shall also be entitled, at our discretion, to have disputes arising from this contract or concerning its validity finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), Paris, by one or more arbitrators appointed in accordance with these Rules, to the exclusion of ordinary jurisdiction. The arbitral tribunal shall have its seat in Germany. If we are the defendant, we must exercise this right of elective pre-litigation at the request of the contracting party. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
2. These GTC and the contractual relationship between us and the contracting party shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

M. Force majeure

1. Events of force majeure are defined in particular as natural events of a certain severity (earthquakes, volcanic eruptions, water shortages, etc.), wars, acts of terrorism,

boycotts, lockouts, authorised/unauthorised strikes, shortages of raw materials, epidemics, pandemics and other serious incidents and their consequences in the regions of our operating sites or third parties contractually associated with us.

2. Operational disruptions due to force majeure shall authorise us in particular to withdraw from the unfulfilled contract if the aforementioned circumstances make the deliveries or services more than just temporarily impossible and were not foreseeable when the contract was concluded.
3. Where an incident of force majeure occurs, we shall also be entitled (i) in the event of impossibility of performance, to be released without compensation from the obligation to perform, (ii) in the event of default or (iii) in the event of disproportionate complication, to propose a new delivery period to the contracting party for the former and a new offer for the latter and, in the event of rejection, to withdraw from the contract in each case. The legal consequences of (iii) above shall apply where the provision of services by us is disrupted in any other way.
4. Should similar events (force majeure, governmental acts or other circumstances) lead to changes in the contracting party's requirements or interests, the contracting party shall remain obliged to pay us in full, irrespective of their foreseeability or the fault of the contracting party. This shall be subject to any other provision agreed between the parties in individual cases.

N. Data protection

The parties shall comply with the applicable data protection regulations and oblige their employees deployed in connection with the contract and its execution to maintain data secrecy, unless they are already generally obliged to do so.