

CONDITIONS OF SALE GERMANY

1 DEFINITIONS

1.1 In these Conditions: “**Buyer**” means the person whose order for the Products is accepted by the Seller, “**Conditions**” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller, “**Contract**” means the contract for the purchase and sale of the Products, “**Order**” means (i) each order placed by the Buyer to purchase Products whether offline or via the Platform or (ii) the Buyer’s acceptance of a quotation that the Seller has issued to the Buyer in respect of the purchase of Products, “**Platform**” means the Seller’s online platform through which Products are purchased by the Buyer, “**Products**” means the consumables and related services which the Seller is to supply in accordance with the Contract, and more particularly consumables (flexible packaging and other packaging materials) (“**Consumables**”) and/or packaging equipment (“**Equipment**”), “**Seller**” means the relevant Sealed Air entity, and “**VAT**” means value added tax, sales tax, excise tax and any similar taxes. Certain other capitalised expressions are defined in the body of these Conditions.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF THE SALE

2.1 Placing of Orders: An Order shall constitute an offer by the Buyer to purchase the specified Products on these Conditions. The Buyer will be responsible for ensuring that each Order is complete and accurate.

2.2 Acceptance of Order: An Order shall only be deemed to be accepted by the Seller if and when the Seller sends a written confirmation to the Buyer confirming the Order (“**Order Confirmation**”), at which point the Contract shall come into existence.

2.3 Quotations: All Seller’s quotations shall be invitations to treat only and shall not constitute offers capable of acceptance by the Buyer and shall be valid only for a period of fifteen days (15) days from the date of the quotation unless otherwise specifically provided.

2.4 Prevalence of Conditions: The Contract shall incorporate and be subject to these Conditions in all respects and no variation of or addition to these Conditions shall form part of the Contract or be effective against the Seller unless expressly made or approved by the Seller in writing. These Conditions shall override and take the place of any other conditions in any document or other communication used by the Buyer in concluding any contract with the Seller.

2.5 Code of Conduct: The Buyer adheres without restriction or qualification to the Seller’s Code of Conduct (available on the website www.sealedair.com/code-conduct) which it declares to have read before placing any Order.

2.6 Errors: Any typographical, clerical, or other error or omission in any sales document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7 Cancellation: No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses (whether direct or indirect) including loss of profit, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

2.8 Changes to specifications: The Seller reserves the right to make any changes in the specification of the Products which are deemed necessary during the course of the Contract, in particular in the event of changes in applicable legal standards, in manufacturing processes or in the composition of the Products or, where the Products are to be supplied to the Seller’s specification, which do not materially affect their quality or performance.

3 PRICE OF THE PRODUCTS

3.1 Price: The Buyer acknowledges and agrees that the prices quoted on the Platform or otherwise at the time of placing an Order (including, for Orders placed on the Platform, the prices quoted in the email sent acknowledging the Order) are estimates only and shall be subject to confirmation by the Seller (including adjustments for applicable

surcharges/price increases, quantity adjustments, taxes, and freight charges) in the Order Confirmation, which price shall be binding on the Buyer.

3.2 VAT: All prices quoted (whether on the Platform at the time of placing an Order or otherwise) are exclusive of VAT. Any applicable VAT shall be calculated and notified by the Seller to the Buyer and form part of the price for which the Buyer is liable to pay to the Seller.

3.3 Price increase: Provided notice is given to the Buyer at any time before delivery, the Seller shall be entitled to increase the price of the Products to reflect: (i) any increase in the Seller’s standard price list, (ii) any increase in the cost to the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, introduction or alteration of duties, introduction or alteration of new taxes or fees to the Products, significant increase in the costs of labour, raw materials, freight charges or other costs of manufacture), (iii) any change in delivery dates, delivery methods, place of delivery, quantities or specifications for the Products which is requested by the Buyer and agreed in writing by the Seller, or (iii) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. Any such price increase notified by the Seller shall be binding on the Buyer.

3.4 Price reduction: The Seller shall be entitled to suspend or cancel the grant of price reductions or any other contractually agreed benefit if the Buyer does not meet the conditions of such grant, including in case of unpaid or late payment.

3.5 Additional work: All preliminary work (including the costs of acquiring or preparing appropriate tools where necessary) or unjustified technical interventions (amongst others, breakdown, or non-proven failure) provided by the Seller at the request of the Buyer in relation to the Contract or the Products or materials used in relation therewith shall be paid for by the Buyer upon demand by the Seller.

3.6 Price: Except as otherwise stated, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on a CTP (Incoterms 2020) basis, and where the Seller agrees to deliver the Products otherwise than at the Seller’s premises, the Buyer shall be liable to pay the Seller’s charges for customs clearance, freight, import duties, packaging, and insurance.

4 TERMS OF PAYMENT

4.1 Invoice: Unless an alternative payment schedule has been agreed as set forth in the Order Confirmation or in a Contract, the Seller shall be entitled to invoice the Buyer for the price of the Products on or at any time after the Seller has notified the Buyer that the Products are ready for collection or (as the case may be) for any other kind of delivery other than collection, the date of dispatch of the Products.

4.2 Payment: The Buyer shall pay the price of the Products within thirty (30) days from the date of invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

4.3 Failure to pay: If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) terminate the Contract or suspend any further deliveries to the Buyer (whether under the Contract or any other contract between the Buyer and its affiliates and the Seller or its affiliates); (ii) appropriate any payment made by the Buyer to such of the Products (or the products supplied under any other contract between the Buyer or its affiliates and the Seller or its affiliates) as the Seller may reasonably think fit (notwithstanding any purported appropriation by the Buyer), (iii) charge late payment interest on the overdue sum, which shall accrue at the lesser of the annual rate of the European Central Bank’s current base rate from time to time plus 8 points of percentage (but which rate shall be 8% for any time the base rate is below 0 %) and the maximum rate permitted under applicable law, between the date such sum was due and the date it is paid in full, (iv) request the early payment of all outstanding amounts due to the Seller (in case of payment by instalments and by means of accepted drafts, any default in payment at its due date will trigger the immediate payment of the balance of the invoice), (v) to the extent the Seller has

granted any payment deferral arrangement to the Buyer, to cancel or vary such arrangement, including demanding immediate payment of all deferred sums subject to future conditions or milestones, or requiring revised payment terms and (vi) set-off the outstanding amounts due to the Seller with any discount owed to the Buyer (outstanding or still to expire).

4.4 Payment incident or insolvency: In the event of payment incident, or doubts about the solvency of the Buyer, the Seller shall be entitled, without prejudice to any other right or remedy available to the Seller, to require payment before delivery, deliver the Products against payment, terminate the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Products have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5 DELIVERY

5.1 Delivery: Delivery of the Products shall be made by the Buyer collecting the Products at the Seller's premises in accordance with Ex-Works (EXW) (Incoterms 2020) following notice by the Seller to the Buyer that the Products are ready for collection. If some other place for delivery is agreed by the Seller, the Products shall be delivered by the Seller (or its nominee) to the named destination in accordance with Carriage Paid To (CPT) (Incoterms 2020).

5.2 Delivery dates and delays: Any dates quoted for delivery of the Products are estimates only and the Seller shall therefore not be liable for any delay in delivery of the Products. Time for delivery shall not be of the essence of the Contract. The Products may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

5.3 Instalments: Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

5.4 Failure to deliver: If the Seller fails to deliver the Products (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's sole liability shall be to refund the Buyer for the amounts paid for the undelivered Products (if any) and this shall be the Buyer's sole remedy in respect of the Seller's failure to deliver the Products.

5.5 Failure to take delivery: If the Buyer fails to collect the Products from the Seller's premises within 5 days of being notified they are ready for collection, or in the case of any other kind of delivery, the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Products until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. If the Buyer does not take delivery of the Products within 15 days from the original date of collection or delivery, then the Seller will be entitled to terminate the Contract and otherwise resell or dispose of the Products. Such termination shall not affect the Buyer's obligation to pay for the Products (and any reasonable costs (including insurance) of storage) or any of the Seller's other available rights or remedies.

5.6 No returns: Products are not returnable, and no credit will be given for Products returned without the Seller's prior agreement in writing. In the case of products returned with the Seller's prior written agreement, all expenses and risks of the return will be at the Buyer's costs, and a restocking charge of 30% of the price of the Products will be levied.

5.7 Delivery documentation: Any query regarding delivery documentation and invoices shall be notified to the Seller within thirty (30) days of the date of invoice. If the Buyer does not notify the Seller accordingly the Buyer shall be deemed to have accepted the sufficiency and accuracy of such delivery documentation and invoices and shall accordingly pay the price on the due date.

5.8 Inspection: The Buyer shall check the conformity of the Products as soon as they are delivered.

5.9 Product Recall: Buyer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products from the market. These records shall include records of deliveries to customers. The Buyer shall give any assistance that the Seller may reasonably require to recall, as a matter of urgency, any Products from the market.

6 TRANSFER OR RISK AND PROPERTY

6.1 Transfer of risk: Risk of damage to or loss of the Products shall pass to the Buyer: in the case of Products to be delivered at the Seller's premises, in accordance with Ex-Works (EXW) (as defined in Incoterms 2020), or in the case of Products to be delivered otherwise than at the Seller's premises, when delivery is made to the named destination in accordance with Carriage Paid To (CPT) (as defined in Incoterms 2020), if the Buyer wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products.

6.2 Transfer of title: Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the ownership in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Seller to the Buyer for which payment is then due. Until such time, the Buyer shall be deemed to hold the Products as the Seller's agent and must: (i) clearly identify the Products as the Seller's property, (ii) keep the Products separate from other products held by the Buyer, and (iii) keep the Products in satisfactory condition, properly stored and insured against all risks for their full price. The Buyer will provide all such information as the Seller may require ensuring the foregoing requirements are being met. Until such time as the ownership in the Products passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to promptly deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party (in which case the Buyer must procure access to such third party's premises) where the Products are stored and repossess the Products.

6.3 The Buyer will have no right to pledge or charge by way of security any of the Products which remain under the ownership of the Seller. The Buyer must inform the Seller immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g., seizures) have access to the Products subject to a retention of title.

7 WARRANTIES AND LIABILITY

7.1 Warranty: Subject to the conditions set out below, the Seller warrants that the Products will correspond in all material aspects with their specification at the time of delivery.

7.2 Conditions for warranty: The above warranty is given by the Seller subject to the following conditions: the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification, manufacture or working method or information supplied by the Buyer, or arising from the Seller following any instructions given by the Buyer; the Seller shall be under no liability in respect of any defect, failure, breakdown, malfunction or breakage arising from fair wear and tear, wilful damage, negligence, abnormal working or storage conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or improper installation or alteration or repair of the Products without the Seller's approval; the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid by the due date for payment and such payment remains outstanding; the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

7.3 No other express or implied warranties:

7.3.1 Subject as expressly provided in these Conditions, all warranties, conditions or other implied terms are excluded to the fullest extent permitted by law.

7.3.2 The Buyer undertakes before placing any Order to ensure that the legal requirements concerning any use of the Products by the Buyer



(including the legal requirements of any goods used, packed or integrated with the Products by the Buyer) are met and that the Consumables and/or Equipment comply with the Buyer's manufacturing or other working method or process.

7.3.3 The Buyer is responsible to determine whether the Products are fit for their contemplated use (whether or not such use is known to the Seller). The Buyer is responsible for ensuring its own traceability.

7.3.4 Any choice of reference of Consumables must imperatively be ascertained by means of appropriate trials conducted by the Buyer under its own exclusive liability, the Seller disclaiming all liability in the event of incompatibility with the selected reference of Consumables.

7.3.5 The Seller shall not be liable for any losses incurred by the Buyer arising from any ad hoc or informal technical support provided by the Seller to the Buyer (either before or after the delivery).

7.3.6 No representation, warranty or indemnity is given by the Seller that the Products or their use do not nor will not infringe any patent, trademarks, registered or unregistered designs or any other intellectual or industrial property rights.

7.4 Limitations of liability:

7.4.1 Except in respect of death or personal injury caused by the Seller's negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable laws, the Seller shall have no liability to the Buyer, except as provided for in this clause 7.4.

7.4.2 Subject to clause 7.4.1, the Seller shall not be liable to the Buyer for any of the following types of loss howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise): (i) loss of profit; (ii) loss of sales or business; (iii) loss of revenue; (iv) loss of opportunity; (v) loss of contracts; (vi) loss of or damage to goodwill and/or reputation; (vii) loss of anticipated savings or wasted expenditure; (ix) corruption or destruction of computer data; (x) indirect or consequential loss; or (xi) increased cost of working.

7.4.3 Subject to clause 7.4.1 and 7.4.2, where the Contract states that the Seller's liability to the Buyer shall be limited to specific remedies (including, without limitation, under clauses 5.4, 7.6 and 10.1), then subject to such remedies being performed, the Seller shall have no further liability to the Buyer.

7.4.4 Subject to clauses 7.4.1 and 7.4.2 and 7.4.3, the Seller's total aggregate liability to the Buyer under or in connection with the Contract (including but not limited to the supply of the Products or their use or resale) and howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed the price of the Products.

7.5 **Rejection, defects and claims:** Any claim by the Buyer based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within five (5) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within five (5) days from discovery of the defect or failure and in no event later than one (1) year from the date of delivery. The Buyer shall have no right to refuse delivery of the Products or reject the Products based on a failure to correspond with specification if the variation is not material to the use or functionality of the Products. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Products and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract. The resale, use, transformation, or modification, in any manner, of the Products (except for reasonable test quantities) implies that the Buyer waives any and all claims against the Seller for any reason whatsoever.

7.6 **Replacement and refund:** Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification in all material respects is notified to the Seller in accordance with these Conditions, the Seller shall (at the Seller's sole discretion) either: (i) replace the Products (or the part in question) free of any additional charge (and where the Products involves a service, "replace" shall mean to re-

perform the service in question) or, (ii) refund to the Buyer the price of the Products (or a proportionate part of the price), but in either case the Seller shall have no further liability to the Buyer. It is the Buyer's responsibility to provide all written proofs relating to the submitted claims, and to bring assistance to the Supplier to identify the concerned Products.

7.7 **Force majeure:** The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products, if the delay or failure was due to a force majeure event, defined herein as any cause beyond the Seller's reasonable control, including but not limited to explosion, flood, tempest, fire or accident; (threat of) war, insurrection; restrictions, prohibitions or measures of any kind from any authority; import or export regulations; strikes or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; epidemic, pandemic or quarantine; supply chain disruptions. The Seller shall be entitled to suspend or terminate the Contract, in whole or in part, in the event of force majeure, in each case without any liability to the Buyer.

8 MISCELLANEOUS

8.1 **Assignment:** The Buyer shall not assign, novate, delegate, or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part without the prior written consent of the Seller. The Seller may at any time assign, novate, delegate, or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part.

8.2 **Notices:** Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. All notices must be delivered personally or sent by pre-paid first-class post or other next working day delivery service, or email. A notice shall be deemed to have been received: if delivered personally, at the time of the delivery receipt kept by the sender; if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or, if sent by email, one working day after transmission. This clause shall not apply to the service of any proceedings or other documents in any legal action or other dispute resolution process.

8.3 **Waiver:** Any waiver given by the Seller shall only be effective if given in writing by the Seller and includes an express reference to the applicable rights or remedies being waived under or in connection with the Contract. No waiver by the Seller shall be considered as a waiver of any subsequent right or remedy. Any delay or failure by the Seller to exercise any right or remedy, either in whole or part, shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the Seller's further exercise of that right or remedy.

8.4 **Severability:** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

8.5 **Variations:** Without prejudice to the exercise of the Seller's express rights set out herein, no variations or amendments to the Contract shall be effective unless agreed in writing by the Buyer and an authorised representative of the Seller. No employee or representative of the Seller has authority, whatever her/his function, to give oral approval to any amendment or addition to the terms of the Contract.

8.6 **Entire agreement:** These Conditions, the Order, the Order Confirmation, and any special conditions agreed in writing between the Buyer and Seller and applicable to the Order shall embody the entire understanding of the Seller and the Buyer for the supply of Products, and shall override and supersede all prior promises, representations, understandings, or implications relating thereto.

8.7 **Priority:** In the event of inconsistency between the different elements of the Contract, the following order of priority shall prevail: (i) any special conditions agreed in writing between the Buyer and Seller and applicable to the Order, (ii) these Conditions, (iii) the Order Confirmation, and (iv) the Order.



8.8 Non-reliance: The Buyer acknowledges that in entering into the Contract, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Buyer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

8.9 Nature of relationship: Nothing in the Contract is intended to or shall operate as to establish any partnership or joint venture between the Buyer and Seller, constitute the Buyer as the agent of the Seller, or authorise the Buyer to make or enter into any commitments for or on behalf of the Seller.

8.10 Third party rights: No party that is not a party to the Contract shall have a right to enforce any terms of the Contract, except that the Seller and its affiliates and group companies may enforce the Seller's rights under this Contract.

8.11 Survival: Termination or expiry of the Contract will not affect any terms which are expressed to continue in force after termination or expiry, or which are otherwise necessary for the continued interpretation or enforcement of the Contract.

8.12 Effect of termination: All sums and other debts owed by the Buyer (whether or not yet due or invoiced) shall become immediately due to the Seller upon termination of the Contract.

8.13 Accrued Rights: Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.14 Interpretation: In these Conditions, unless the context clearly indicates otherwise: (i) the words "include", "includes", "including" and "such as" and equivalent words are to be construed as if they were immediately followed by the words "without limitation", (ii) any obligation on the Buyer not to do something includes an obligation on the Buyer not to allow that thing to be done, (iii) a reference to any party shall include that party's personal representatives, successors and permitted assigns, (iv) any reference to a person will include natural persons as well as legal persons of any kind, and (v) any reference to communications being written or in writing includes electronic forms of communication such as e-mail.

8.15 Compliance: The Buyer shall be responsible for complying with all applicable laws and obtaining all necessary licences or authorisations relating to the purchase, resale, carriage, storage or use of the Products.

8.16 Confidentiality: Commercial offers, special conditions of sale or other specific terms of the Contract, if any, negotiated with the Buyer are strictly confidential. The Buyer undertakes to take all appropriate measures to preserve their confidentiality and to prevent their dissemination to third parties.

8.17 Drawings: All drawings, designs, sketches, original work and samples prepared by the Seller and the copyright therein shall remain the property of the Seller and shall be returned to it by the Buyer on demand. All such drawings, designs, sketches and samples are confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Seller. All tools supplied by the Seller in relation to the Products remain the property of the Seller whether or not a charge is made to the Buyer in respect of their use or any of them.

8.18 Intellectual Property: All patents, registered and unregistered design rights, copyright, registered and unregistered trademarks, knowhow and all other intellectual property rights of whatever nature ("IPR") in the Products and all processes, documents, reports, and any other material or work relating to the Products vest absolutely in the Seller and nothing in the Contract shall give any rights to the Buyer in relation to any such IPR. If any IPR arise in relation to the Products as a result of this Contract which do not vest in the Seller then the Buyer shall assign to the Seller with full title guarantee and free from all third party rights, all such IPR and the Buyer shall, promptly at the Seller's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Seller may from time to time require for the purpose of securing for the Seller the full benefit of such intellectual property rights.

8.19 Data Protection: The Seller and the Buyer agree that each shall be an independent controller for the purposes of any processing of personal data pursuant to these Conditions and each of the Seller and the Buyer shall comply with Data Protection Legislation in connection with such processing. For the purposes of this provision, "Data Protection Legislation" shall mean the applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, and "processing" and "personal data" shall be as defined in Data Protection Legislation. The Buyer agrees that the Seller may use the Buyer's data (including without limitation sales data and personal data) collected from the Buyer for administration, risk assessment, customer services, VAT reporting, product information updates, credit checking, and such other purposes as are necessary for the Seller's fulfilment of these Conditions, and (in respect of personal data) in accordance with the applicable Seller privacy policy as updated from time to time.

8.20 Governing law and jurisdiction: The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the law applicable at the legal seat of the Seller. The Buyer and Seller each irrevocably agree that the courts of the legal seat of the Seller shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Notwithstanding the foregoing, the Seller shall have the right to apply for injunctive or other emergency relief, or take actions to enforce any court award or order, in any court of competent jurisdiction.

9 SPECIAL TERMS APPLICABLE TO THE EQUIPMENT

9.1 Transfer of title: Until the integral payment of the price, the Buyer has no right to resell the Equipment, unless the Buyer (i) informs the sub-buyer about the existence of the retention of title provision, and (ii) transfers its receivable against the sub-buyer to the Seller.

In the case of Equipment supplied by the Seller on hire, lease, lease purchase or other equivalent arrangement, title in such Equipment shall only pass (if at all) in accordance with the specific terms agreed between the Seller and the Buyer in respect of such arrangement.

9.2 Assembly: Assembly and initial start-up must be paid separately. Only Seller's assembly conditions apply to assembly work. If such conditions are neither known to the Buyer nor enclosed in the Order Confirmation, they must be requested by the Buyer. If it has been agreed that the Equipment must be assembled by the Seller, the Buyer will ensure that the Seller can dispose of (i) the building or site in which or on which the work is to be carried out, (ii) opportunity for the supply, storage and / or removal of material and aids, and (iii) a safe working environment in accordance with the applicable regulations and instructions.

9.3 Approximations: Illustrations and drawings as well as information on dimensions, weight, materials, and the like are only approximations unless they have been expressly communicated by the Seller as binding.

9.4 Delivery: Delivery periods and delivery dates refer to the (a) dispatch date in case of delivery without assembly, (b) mounting date in case of delivery with assembly, (c) readiness for an official acceptance (essentially a general functionality) in case of delivery with initial start-up, whereby previous production start by the Buyer must be considered decisive. If the performance of the Order depends on the clarification of technical or other conditions or on the agreement on further details, the delivery time is extended until clarification or agreement is reached.

9.5 Warranty: The warranty period stated in clause 7.1 is twelve (12) months from the (a) delivery date in case of delivery without assembly, (b) mounting date in case of delivery with assembly, or (c) readiness for official acceptance in case of delivery with initial start-up and, at the latest, when the Buyer starts with production. For the avoidance of doubt, the warranty period shall not be extended by the provision of any replacement parts in accordance with this Contract.

10 SPECIAL TERMS APPLICABLE TO CONSUMABLES

10.1 Variations: Unless otherwise agreed in writing, the Seller shall be deemed to have fulfilled its Contract by delivery of quantities with the following variations (each applicable variation being the "Range"):

10.1.1 Bags - delivery variations:



- i) Printed Bags and orders below 10,000 units, tolerance of not more than 20%
- ii) Plain Bags and orders below 5,000 unit, tolerance not more than 20%

10.1.2 Films Food & Shrink, Darfresh, Hybrids, TMPLY, Fluids - delivery variations:

- i) Printed orders below 5,000 m², tolerance not more than 20%
- ii) Plain orders below 10,000 m², tolerance not more than 20%

10.1.3 Korrvu - delivery variations:

- i) For orders below 999 Units not more than 20%
- ii) For orders between 1 000 Units & 1 999 units not more than 15%
- iii) For orders of at least 2 000 Units not more than 10%

10.1.4 All other packaging materials - delivery variations of not more than 10% where the material content of the Contract does not exceed 10 tonnes or 7.5% where the material content of the Contract exceeds 10 tonnes.

If the quantity of Products is below the Range, then provided that the Buyer notifies the Seller within five (5) working days of delivery, the Seller will (at its sole discretion) either: (i) deliver the additional Products to the Buyer so that the quantity meets the Range, or (ii) make a pro-rata adjustment to the invoice for the Products. If the quantity of Products is above the Range, then provided the Buyer notifies the Seller within five (5) working days of delivery, the Buyer will have the option to either: (i) return the Products to the Seller, or (ii) accept the additional Products, in which case the Seller shall be entitled to make a pro-rata adjustment to the invoice for the Products. Except as set out in this clause or elsewhere in these Conditions, the Seller will not have any liability to the Buyer in relation to the quantity of Products delivered being below or above the Range.

10.2 Buyer's specifications: If the Products are to be manufactured, printed or any process is to be applied to the Products by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification. If the Buyer becomes aware of a third-party claim, complaint or risk of complaint, the Buyer shall immediately notify the Seller and implement at its own expense any appropriate measure to prevent the performance or qualification of infringing acts. For the avoidance of doubt, in the event the Seller does not accept any specification provided by the Buyer for the Product, the Seller's specification shall apply.

10.3 Press-proof order: The press-proof order signature by the Buyer, after check and possible corrections, commits the Buyer. Exemption to approve, even tacit, by the Buyer, shall mean placing the press-proof order.

10.4 Quality of printing: Appraisal on printing quality, in particular for shade and aspect differences, as well as for making deviations, must take into account the techniques and the state of art at the time the order is manufactured.

10.5 Bar code: The Seller's liability is strictly limited to the compliance to measurable elements characteristics of the printed bar code as forwarded by the Buyer. The Seller does not guarantee that the bar code is legible.

11 COUNTRY SPECIFIC TERMS

11.1 Germany

11.1.1 In clause 4.3 the wording *"the lesser of the annual rate of the European Central Bank's current base rate from time to time plus 8 points of percentage (but which rate shall be 8% for any time the base rate is below 0 %) and the maximum rate permitted under applicable law"* shall be replaced by *"the current base interest rate per annum of the German Federal Bank plus 9 points of percentage"*.

11.1.2 Clause 5.8 shall be replaced by the following clause: *"The Buyer has the obligation to inspect delivered Products without undue delay after delivery to the Buyer or to the third party designated by the Buyer*

and must notify the Seller of any discovered defects in writing without undue delay. Without undue delay requires that the notification is sent (i) within three (3) working days after delivery or (ii) if a defect was not recognisable during the inspection after delivery, within three (3) working days after discovery of the defect. The inspection after delivery must not be limited to external features and delivery papers. It must adequately cover quality and functionality as well as appropriate random samples. If Products are intended for assembly, installation or other processing, the inspection must take place before these operations; it is up to the Buyer to refrain from these operations in the event of defects being found. If the Buyer fails to carry out the proper inspection or notification, the Seller's warranty obligation and liability for the defect concerned shall be excluded, except if the Seller has fraudulently concealed the defect. None of the Seller's statements, actions or omissions shall be construed as a waiver of the prerequisites and legal consequences of sections 377, 381 (2) German Commercial Code and/or this clause 5.8. Section 442 German Civil Code remains unaffected."

11.1.3 In clause 6.2 the last sentence shall be replaced by *"In case of breach of Contract by the Buyer - in particular in case of a default in payment - the Seller shall be entitled to revoke the Contract in accordance with the statutory provisions and to demand surrender of the Products on the basis of the retention of title. If the Buyer is in arrears with payment, the Seller may only assert these rights if the Seller has previously set the Buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions. If the Seller takes back the Products subject to retention of title, this shall constitute a revocation from the Contract. The transport costs incurred for the taking back shall be borne by the Buyer. It shall also constitute a revocation of the Contract if the Seller seizes the Products subject to retention of title. The Seller may realize the Products subject to retention of title taken back by the Seller. The proceeds of the realization shall be offset against the amounts owed to the Seller by the Buyer after the Seller has deducted a reasonable amount for the costs of the realization."*

11.1.4 Clause 7.1 is replaced in its entirety by the following clause: *"Subject to the conditions set out below, the Buyer is entitled to benefit of statutory warranty rights. The warranty period for the statutory warranty rights is twelve (12) months from (i) delivery in case of delivery without assembly; or (ii) acceptance date in case of delivery with assembly and/or initial start-up (in any case at the latest at start of production); whereas this shall not apply to claims for damages by the Buyer arising from injury to life, body, or health or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which shall in each case be time-barred in accordance with the statutory provisions. If a Product has a defect, the Seller is entitled at his choice to: (i) replace the Products (or the part in question) or (ii) repair the Products, both dependent on the Buyer paying the purchase price or part of the purchase price still due."*

11.1.5 In clause 7.5 the first sentence shall be deleted in its entirety.

11.1.6 Clause 7.6 shall be replaced in its entirety by the following clause: *"Instead of replacing or repairing a Product in case of a defect, the Seller may also refund to the Buyer the price of the Product (or a proportionate part of the price), but in either case the Seller shall have no further liability to the Buyer. It is the Buyer's responsibility to provide all written proofs relating to the submitted claims, and to bring assistance to the Seller to identify the concerned Products."*

11.1.7 At the end of clause 8.4 the following shall be added: *"Insofar as provisions of these Conditions do not become part of the Contract or are void, ineffective or unenforceable, the Seller and the Buyer shall agree - if no supplementary interpretation of the Contract is possible - on provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which have not become part of the Contract or are void. If the Contract including these Conditions proves to be incomplete for other reasons than those already mentioned (in particular due to a lack of provisions, e.g., due to the omission of issues requiring provisions), the Seller and the Buyer shall - subject to the possibility and priority of a supplementary interpretation of the Contract - agree on effective provisions which come as close as possible to the economic objectives of the Contract."*

11.1.8 Clause 8.20 shall be replaced in its entirety by the following clause: “**Governing law and jurisdiction:** *The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), whereas the application of Sections 305 to 310 German Civil Code is excluded, general terms and conditions are subject to review exclusively in accordance with Section 242 German Civil Code. In case of any dispute arising in connection with a Contract the parties will at first attempt to find an amicable solution. All disputes arising in connection with the Contract or its validity shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) without recourse to the ordinary court of law. The seat of the arbitration is Zurich, Switzerland. The number of arbitrators is three. The language of the arbitration shall be English. This arbitration clause is governed by German law. Notwithstanding the foregoing, the courts of the legal seat of the Seller shall have non-exclusive jurisdiction to determine any claims for payment of the purchase price.*

11.1.9 A new clause 8.21 shall be added: “**Set-off and Retention:** *The Buyer (a) shall only be entitled to set-off if its counterclaim is either (aa) undisputed by the Seller or (bb) has been finally adjudicated, and (b) shall only be entitled to assert a right of retention if its counterclaim is either (aa) undisputed by the Seller or (bb) has been finally adjudicated.*”

11.1.10 Clause 9.1 shall be replaced in its entirety by the following clause: “**Transfer of title:** *In addition to clause 6 the following shall apply: the Buyer may use the Equipment subject to retention of title use and resell them in the ordinary course of business provided he is not in default of payment. In this case, the following provisions shall apply in addition: The retention of title shall extend to the products resulting from the processing, mixing or combining of the Equipment at their full value, whereby the Seller shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Equipment. Otherwise, the same shall apply to the resulting product as to the Equipment delivered under retention of title. The Buyer hereby assigns to the Seller in full, by way of security, the Buyer's claims against its customers arising from the resale of the Equipment subject to retention as well as the Buyer's claims against its customers or third parties arising from other legal grounds (in particular claims arising from tort and claims for insurance benefits). The Seller accepts this assignment. The Buyer may collect these claims assigned to the Seller for his own account in his own name as long as the Seller does not revoke this authorization. The Seller's right to collect these claims itself shall not be affected thereby; however, the Seller shall not assert the claims itself and shall not revoke the authorization to collect as long as the Buyer duly meets its payment obligations. However, if the Buyer acts in breach of contract - in particular if he is in default of payment – the Seller may require the Buyer (i) to notify the Seller of the assigned claims and the respective debtors, (ii) to notify the respective debtors of the assignment and (iii) to hand over to the Seller all documents and provide all information which the Seller requires to assert the claims. If the Buyer so requests, the Seller shall be obliged to release the securities to which the Seller is entitled to the extent that their realizable value exceeds the value of the Seller's outstanding claims against the Buyer by more than 10%. The Seller may, however, select the securities to be released.*”

11.1.11 Sentence 1 of clause 9.5 shall be deleted in its entirety.