

## General Terms and Conditions of Sale

effective from 14<sup>th</sup> February 2023

### 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sale (hereinafter also referred to as “Terms and Conditions of Sale”) govern the sale and delivery of all goods and services by Greiner Packaging International GmbH and its affiliated enterprises (hereinafter referred to individually and collectively as “Greiner”) to one or more customers (hereinafter referred to individually and collectively as the “Customer”), and referred to individually as the “Party” and collectively as the “Parties”, unless country-specific General Terms and Conditions of Sale have been referred to or declared to be applicable. These Terms and Conditions of Sale apply to all dealings and other commercial transactions between Greiner and the Customer. The terms “goods” and “deliveries” used herein apply with like effect to goods manufactured, technologies and services rendered by Greiner.
- 1.2. All agreements, offers and order confirmations shall be based exclusively on these Terms and Conditions of Sale. They shall become integral elements of the respective contract either expressly by written acknowledgement or implicitly, for example upon acceptance of a delivery or service, (partial) payment, etc. by the Customer.  
Unless otherwise agreed in writing, Greiner expressly rejects the applicability of standard or contradictory terms and conditions of the Customer (e.g., in an order, on invoices, in automatically generated electronic documents (e.g., SAP documents), by reference to a link or in an attachment to Customer documents or email communications). Silence on the part of Greiner is explicitly not deemed to represent the (implied) acknowledgement of any such terms and conditions. Any deviations from individual clauses of these Terms and Conditions of Sale that have been explicitly confirmed by Greiner in writing shall only apply to the agreed use case or transaction and shall be interpreted narrowly; all other clauses of these Terms and Conditions of Sale shall remain applicable without qualification.
- 1.3. In the case of an ongoing business relationship, these Terms and Conditions of Sale apply likewise to future transactions, even if no express reference is made to them.
- 1.4. The Customer may inspect the then-valid version of these Terms and Conditions of Sale at any time at the following URL: <https://www.greiner-gpi.com/en/GTC>.
- 1.5. Greiner reserves the right to unilaterally modify the Terms and Conditions of Sale at any time. Changes to the Terms and Conditions of Sale shall be communicated by sending such amended Terms and Conditions of Sale or by posting them at the URL referenced above. Unless expressly objected to by the Customer, the amended Terms and Conditions of Sale shall supersede the originally agreed Terms and Conditions of Sale, and shall become an integral element of the contract, on the day on which they are sent or posted.

### 2. CONTRACT CONCLUSION

- 2.1 Offers made by Greiner are non-binding unless expressly agreed otherwise in writing.
- 2.2 A contract is deemed to have been concluded when Greiner has sent a written order confirmation following receipt of the order concerned or has expressly confirmed such order in writing by other means (e.g., by sending the delivery note or invoice).
- 2.3 A contract is concluded exclusively with the Greiner enterprise expressly identified as the sender in the offer.
- 2.4 To be valid, changes or additions to the contract shall be confirmed in writing by authorized representatives of both parties.
- 2.5 Fax and email shall comply with the written form requirement.
- 2.6 Electronic scans of documents (e.g., scanned contracts with signatures) have the validity of original documents in all cases. The electronic communication system used by Greiner represents the

exclusive means of verifying the content, time of delivery and time of receipt of any such electronic communication.

- 2.7** Unless expressly designated as binding, documents on which the offer or order confirmation are based, such as illustrations, drawings, dimensions and weights, shall generally be understood as non-binding approximate values.

### **3. TERMS OF DELIVERY**

- 3.1** Unless expressly agreed otherwise, goods will be shipped to the Customer FCA manufacturing plant (Incoterms 2020).
- 3.2** A written agreement on the applicable Incoterm clauses must be concluded between the contracting parties in the case of multi-party transactions.
- 3.3** The passage of risk from Greiner to the Customer will be governed by the Incoterms agreed in each respective case. Loss of or damage to the goods after the passage of risk to the Customer does not release the Customer from its obligation to pay the purchase price. If shipment is delayed through the fault of the Customer, risk passes to the Customer on the day on which the goods are ready for shipment.
- 3.4** Excess deliveries or short deliveries of up to 10% of the ordered quantity are permissible; the Customer may not reject such excess deliveries or short deliveries. The quantity actually delivered will be invoiced in such cases.
- 3.5** Partial deliveries are permitted if Greiner is unable to deliver goods ordered by the Customer in a single shipment. Greiner will inform the Customer of partial deliveries in advance. Goods will be delivered on EURO pallets. Greiner only uses light grade, clean and good quality EURO pallets suitable for high-bay warehouses. The Customer is obliged to either return EURO pallets of the same quality to Greiner as soon as possible or to promptly pay a customary fee per EURO pallet plus handling fee as invoiced.

### **4. DELIVERY DATE**

- 4.1** The agreed delivery period shall commence no later than the date of the following events:
- a.** Receipt of order confirmation;
  - b.** Approval by the Customer, if agreed;
  - c.** Fulfilment of all technical, commercial and financial requirements incumbent on the Customer;
  - d.** The agreed advance payment has been credited to Greiner's account; or
  - e.** The date on which the bank confirms to Greiner that it has established the agreed letter of credit for the benefit of Greiner.
- 4.2** Delivery dates stated by Greiner in order confirmations or in other correspondence are estimated delivery dates and are not binding, unless otherwise agreed.
- 4.3** The time of shipment ex works or ex warehouse is decisive for determining compliance with applicable delivery periods and dates. They are deemed to have been complied with upon notification of readiness for shipment if the Goods concerned cannot be shipped on time through no fault of Greiner.
- 4.4** The Parties must agree to a reasonable grace period in writing in the event that Greiner does not make a timely delivery. Should the Parties not be able to agree to a new delivery period in writing within 14 days, and Greiner is not able to make a subsequent delivery within thirty (30) days, the Customer is entitled to terminate the contract with regard to the partial delivery concerned. The Customer may only claim damages if the respective delay in delivery was willful or due to gross negligence.
- 4.5** The Customer must still pay the agreed purchase price if it is in default of acceptance. In such cases, Greiner will store any Goods affected thereby at the risk and expense (in particular storage costs and handling fee) of the Customer. Greiner is entitled to destroy such Goods at the Customer's expense, or to dispose of them in any other way, after Greiner has requested acceptance or collection without result.

## 5. PRICES AND TAXES

- 5.1** Absent a separate agreement, the prices for goods are a) stated in euros, b) include standard packaging, c) exclude shipping and transport costs, d) exclude value-added tax at the respective statutory rate, e) exclude other taxes, fees or charges such as customs duties relating to performance/delivery, f) exclude disposal costs, and g) exclude any processing fees that may otherwise be imposed. Costs referenced above in c) to g) shall be borne by the Customer in addition to the price of the respective supply of goods and services. Greiner is entitled to pass any such costs to the Customer in the event that Greiner is charged for any of the foregoing. Greiner's VAT identification number for use in EU Member States is stated in the respective offer. The Customer is obliged to immediately provide Greiner with its VAT identification number in the case of supplies of goods and services to other EU Member States.
- 5.2** In the case of intra-Community supplies and exports, tax exemption can only be granted if the legal conditions are met at the time of the respective supply.
- 5.3** The Customer is obliged to provide Greiner, without being requested to do so and without undue delay, all (transport) verifications, documents and certificates in a suitable form and, upon request, to submit other written and verbal declarations that are or may be a precondition for any tax exemption or benefit. This includes but is not limited to the VAT exemption for intra-Community deliveries or exports as well as the withholding tax.
- 5.4** If the Customer does not comply with such duties of cooperation or fails to comply with them in a timely manner, **a)** Greiner reserves the right, at its own discretion, to invoice the statutory VAT immediately along with the purchase price or thereafter, and **b)** the Customer shall fully indemnify and hold Greiner harmless for all resulting negative consequences and damages; in particular, the Customer shall immediately pay the applicable value-added tax subsequently and separately invoiced by Greiner in the event of an inspection by the tax authorities and subsequent disallowance of the tax exemption.
- 5.5** The Customer shall notify Greiner if withholding tax is due for the supply of goods and services in the Customer's country of residence without undue delay. Upon receipt of such notification, Greiner shall provide the Customer with all necessary documents required to obtain a tax reduction, tax exemption or applicability of a zero tax rate for the goods or services to be supplied. The Customer is responsible for ensuring that the tax authorities in the Customer's country of residence receive all required information as soon as possible to ensure that no withholding tax, or a reduced withholding tax, is levied on the goods or services to be supplied.
- 5.6** The Customer is liable for all additional tax payments resulting from incorrect information provided by the Customer.
- 5.7** Future tax/legal changes shall not be borne by Greiner; taxes and duties resulting from such legal changes shall be borne by the Customer. The Customer is responsible for ensuring that any such taxes are properly reported and paid.
- 5.8** Any discount granted by Greiner relates exclusively to the expressly agreed supply of goods and services. No legal rights shall accrue to the benefit of the Customer as a result of the fact that Greiner has granted the Customer discounts on one or more occasions.
- 5.9** Greiner is highly dependent on its a) upstream suppliers of raw- and packaging materials including but not limited to resin, cardboard, purchased parts/semi-finished products, labels, foil, decorations, masterbatch, pallets, boxes, segments, etc. b) transport and logistics companies, c) energy suppliers, d) increasing personnel costs, e) inflation and f) other service providers. In addition to further price adjustment agreements, Greiner reserves the right to pass on any increasing costs related to the production, packaging, internal processing and delivery in whole or in part to the customer and to adjust the prices for the products accordingly. Greiner will inform the customer at least four (4) weeks in advance before implementing the price increase.
- 5.10** If the parties have entered into a price adjustment agreement which is based on a specific index, index changes which are not in line with the market and which, for example, are carried out by the publisher of the index for market adjustment reasons, shall not take effect to the detriment of Greiner.

The parties will agree on and specify a new raw material price basis of the agreed index. The negotiations shall be based on the latest effective index value prior to such index change.

- 5.11** Prices in effect on the date of delivery shall apply unless otherwise agreed.
- 5.12** If the Parties agree on payment in a foreign currency, Greiner shall have the right to adjust the price in the event of any change in the exchange rate of such foreign currency in relation to the euro which is to Greiner's detriment. The prevailing exchange rate for the period between the order date (initial rate) and the date of supply (comparison rate) shall be considered for such purposes.
- 5.13** If price dependency in relation to partial weights has been agreed, the final price shall be based on the actual weight of the samples of the goods provided by Greiner to the Customer for approval.
- 5.14** Transport packaging from Greiner will be disposable packaging that may not be returned to Greiner except in the case of Euro pallets, Greiner plastic medium pallets or Greiner folding boxes. Any such disposable packaging must be disposed of properly and in compliance with applicable laws by the Customer and, in the case of deliveries outside Austria, at the Customer's expense.
- 5.15** Greiner is responsible for the recovery of transport packaging in the case of deliveries within Austria.

## **6. PAYMENT TERMS**

- 6.1** Payments shall be made in accordance with the agreed terms of payment. If such terms have not been agreed separately, payments shall be made no later than thirty (30) days of the invoice date without deductions. Payments by the Customer are first deemed to have discharged their debt at the time at which they have been irrevocably deposited to the business account designated by Greiner.
- 6.2** Deduction of a cash discount requires a separate agreement. Discount agreements cease to apply in their entirety as soon as there is a delay in payment (including partial payments).
- 6.3** Greiner is free to send invoices either by post or electronically.
- 6.4** The Customer is only entitled to offset or withhold payments based on claims that are undisputed or have been finally determined by a court. Without prejudice to additional rights, Greiner shall be entitled to take the following actions in the event of a default of payment:
  - a.** Withhold future deliveries to the Customer, including those already confirmed, until the outstanding debt has been satisfied in full;
  - b.** Shorten the payment term for the Customer;
  - c.** Demand advance payment or security equal to the value of future deliveries;
  - d.** Withdraw from the contract after setting a reasonable grace period (in the case of divisible performance, withdrawal from the entire contract is also possible) and demand compensation for damages resulting from non-performance;
  - e.** Demand statutory interest on arrears; and/or
  - f.** Demand reimbursement of all dunning, collection, investigation and information charges incurred in connection with the collection of outstanding invoice amounts, and beyond that any necessary costs of appropriate judicial and extra-judicial enforcement or collection actions, and thus in any event the costs associated with attorneys' fees, notaries, certification and translation.
- 6.5** Any designation of application of the payment by the Customer is irrelevant. Payments made by the Customer will first be applied to the payment of court costs, extra-judicial costs, accrued interest and finally to the oldest claim.
- 6.6** Greiner must be notified of any objections to an invoice no later than thirty (30) days after the invoice date. An invoice shall be deemed to have been accepted by the Customer upon expiry of this period.

## **7. TOOL / TOOL PARTS**

- 7.1** If Greiner manufactures or has manufactured a tool/tool parts/ancillaries/machine (hereinafter collectively referred to as "Tools") for the Customer at the Customer's expense, ownership of the Tools shall only pass to the Customer after full payment of the purchase price. After full payment, the Customer provides the Tools to Greiner on loan to produce the goods.

- 7.2** Absent a separate agreement, the price for tools does not include a) any sampling costs, b) any costs for the sample itself, c) any testing and processing equipment, d) any services related to changes and/or additions initiated by the Customer, and/or e) any drawings/data required for the production of the Tools and owned by our supplier/tool maker.
- 7.3** If payment for the Tools has been agreed over time (payment by amortization) and the supply relationship concerned ends before the Tools concerned have been fully paid for, Greiner is entitled to invoice the Customer for the outstanding amortization balance and the Customer shall pay the outstanding amortization balance in full without undue delay.
- 7.4** If the Customer supplies Tools to Greiner on loan for the production of its goods, the Customer will guarantee that such Tools are handed over in safe and proper condition, are suitable for the agreed project objectives and comply with the agreed specifications.
- 7.5** Greiner shall be responsible for the Maintenance of the Tools while the Tools are at Greiner for production purposes; the Customer shall bear the costs of Maintenance. **Maintenance** exclusively refers to the careful storage, monitoring operational safety, necessary lubrication and cleaning of the Tools if they are within Greiner's sphere of control.
- 7.6** The Customer is responsible and liable for Repair and Replacement of the Tools unless separate warranty agreements have been made ("**Warranted Lifetime**"). Greiner will inform the Customer about any need for Repair or Replacement.
- 7.7** **Repair** refers to any action (other than Maintenance) required to return the Tools to a condition suitable for their intended use. The term Repair also includes the Replacement of expendable parts. Expendable parts include all parts of the Tools that are subject to wear and tear during normal use and must be regularly renewed, replaced or reworked.
- 7.8** **Replacement** means replacement of a Tools that can no longer be repaired using an equivalent Tool that meets the agreed specifications. A Tool is likewise not subject to Repair if the Repair would involve a disproportionate expense.
- 7.9** If the Customer does not rectify defects of the Tool owned by the Customer of which it has been notified, Greiner may, at its own discretion and at the risk of the Customer (see the following Section), suspend production using the affected Tools or continue production using the defective Tools.
- 7.10** The Customer shall indemnify and hold Greiner harmless in relation to all damages and negative consequences resulting from the Customer's failure to comply with its obligations under this agreement. The same shall apply, in particular, with regard to instructions given by the Customer or remedial measures carried out by the Customer itself contrary to Greiner's recommendations.
- 7.11** If the Customer does not perform a Repair or Replacement of the tool/tool part of which it has been notified, Greiner shall not be liable for any resulting damages or losses (in particular delays in delivery, reduced production capacity and defective goods).
- 7.12** Greiner shall not be liable for the accidental loss of Tools.
- 7.13** Greiner shall not be liable for any form of change, deterioration and damage to the Tools resulting from the agreed use, normal wear and tear or intended service life of the Tools.
- 7.14** Greiner will retain the Tools for one (1) year after the last order. Greiner is not obliged to continue storage of the Tools if no further orders are placed by the end of such period. Greiner is entitled to continue to use the Tools or to dispose of it at its own discretion should the Customer not collect the Tools despite written request.
- 7.15** The Tools will be returned at the expense and (transport) risk of the Customer.
- 7.16** Greiner is entitled to refuse the surrender of Tools owned by the Customer until obligations owed to Greiner by the Customer have been satisfied. Without limitation, this applies to the payment of all invoices for the Tools and its/their Maintenance as well as for the delivery of any goods.

## **8. PARTS TO BE PROVIDED BY THE CUSTOMER**

- 8.1** If the Customer provides parts for the manufacture of the respective goods, the Customer is obliged to ship them to the respective Greiner plant DDP (Incoterms 2020) including a quantity surplus of 5%–10%, depending on the relevant agreement, to allow for rejects. Deliveries shall be made on



time, in perfect quality and in such quantities that Greiner is able to perform its processing activities continuously, as agreed and on a timely basis.

- 8.2** Greiner shall give notice of defects in parts provided by the Customer without undue delay as soon as they become apparent during the ordinary course of business. The Customer waives any objection based on untimely notification of defects in such cases.
- 8.3** Greiner shall not be liable for the consequences of any delay due to quality or quantity of the provided parts by the Customer. In such cases Greiner is entitled to suspend, postpone or cancel production of the goods and the Customer shall reimburse Greiner for any additional costs incurred.
- 8.4** The Customer shall fully indemnify and hold Greiner harmless in relation to all damages and negative consequences resulting from the supply of defective and/or delayed parts provided by the Customer. Without limitation, this shall include also cases in which the defective nature of the parts provided by the Customer is first discovered by Greiner after taking delivery/following processing or is only discovered by the Customer or end customer.
- 8.5** If the Customer does not place any further orders, Greiner may, following consultation with the Customer, dispose of parts previously provided by the Customer at the Customer's expense or otherwise deal with them at Greiner's discretion.

## **9. SUB-SUPPLIERS**

- 9.1** Greiner is free to choose its sub-suppliers, provided that the agreed product specifications are met.
- 9.2** If Greiner expressly agrees to the supply of goods and services by a sub-supplier selected by the Customer, the Customer shall nonetheless remain responsible and liable for any such goods and services. This applies likewise to cases in which Greiner itself places orders with the Customer's sub-supplier on the Customer's instruction.
- 9.3** Sections 8.2 to 8.4 shall apply *mutatis mutandis* to cases referred to in Section 9.2.

## **10. PREPARATORY WORK, TEMPLATES**

- 10.1** Preparatory work performed by Greiner, such as sketches, drafts, cost estimates, originals, samples, models, designs, etc., shall be invoiced separately in cases in which no order is placed. Any such preparatory work, as well as brochures, catalogues, presentations, and similar items, shall remain the intellectual property of Greiner. Any use, in particular the disclosure, duplication, publication and making available, including copying extracts thereof, requires Greiner's express prior written consent.
- 10.2** Templates such as final artwork, lithographs, printing plates and printing cylinders remain the property of Greiner and will not be surrendered, even if they are partially or fully invoiced. They will be retained for two (2) years for the purpose of reorders. Greiner may dispose of them at its own discretion if no further orders are placed within this period. Any claims of the Customer concerning such Templates lapse no later than upon expiry of this period.

## **11. THIRD-PARTY PROPERTY RIGHTS**

- 11.1** If goods are manufactured according to ideas, suggestions, samples, drawings, instructions, specifications or models from the Customer (collectively referred to as "Customer Designs"), the Customer warrants that no third-party rights will be infringed thereby, in particular no patent rights, trademark rights, design rights or other industrial property rights. The same applies to cases in which Greiner makes changes and/or additions to Customer Designs and the Customer approves such changes and/or additions.
- 11.2** In the event that third parties assert any such rights, Greiner shall be entitled, without examining the legal situation and without the Customer being entitled to any claims against Greiner in this regard, to cease its deliveries immediately and to withdraw from the contract without need to set a grace period.
- 11.3** The Customer shall fully indemnify and hold Greiner harmless in relation to any (asserted) claims for damages and provide immediate injunctive relief in connection with the infringement of any such third-party rights; and the Customer shall reimburse Greiner for any expenses incurred in this regard.

## 12. INTELLECTUAL PROPERTY

- 12.1** “Intellectual Property” includes, without limitation, know-how, ideas, trade and business secrets, technical improvements, proprietary rights, inventions, copyrights, trademarks and name rights, in all cases regardless of whether they are registered, recorded or granted, and all applications, extensions or renewals thereof.
- 12.2** “Existing Intellectual Property” refers to Greiner’s Intellectual Property already in existence in relation to Greiner upon commencement of the Parties’ collaboration or no later than upon conclusion of the contract.
- 12.3** “Developed Intellectual Property” refers to Intellectual Property that has been developed or that emerged within the scope of the Parties’ collaboration, through the efforts of Greiner, its employees or other (legal) persons affiliated with Greiner (freelancers, students, professor, sub-contractors, etc.) or jointly with the Customer.
- 12.4** Both Existing and Developed Intellectual Property shall remain the (sole) property of Greiner under all circumstances.
- 12.5** “Rights of Use” refers to all forms of use of Greiner’s Intellectual Property, in particular any licenses granted, and any exploitation rights and exploitation authorizations. Rights of Use related to Greiner’s Intellectual Property must be granted expressly and in writing and their scope must be agreed separately. Absent a separate agreement, Rights of Use shall be interpreted very narrowly, are non-exclusive, revocable and granted by Greiner only to the extent that they are absolutely necessary for the Customer to use and exploit the respective goods in accordance with the agreement made.

## 13. WARRANTY

- 13.1** After delivery, and in the course of using, mixing, combining, blending, modifying, processing, storing or (re)selling the goods, the Customer shall carefully inspect the goods in advance and satisfy itself that the goods delivered comply with the specifications agreed upon in writing or, if no specifications have been agreed upon, with the most recent specifications used by Greiner at the time of manufacturing the goods.
- 13.2** Greiner warrants that a) at the time of delivery, goods comply exclusively with the specifications agreed upon in writing and/or the samples/drawings approved by the Customer and expressly accepted by Greiner in writing, and b) if required for the food industry, only such goods are placed on the market which may be brought into contact with foodstuffs without posing a risk to the consumer.
- 13.3** Greiner provides no warranty and accepts no liability for a) the functionality, quality or fitness of the goods for a specific purpose, b) compliance with laws, standards and regulations of a country other than the country in which the registered office of the manufacturing plant is located, or c) statements on its homepage, in advertising materials or publications in catalogues, print media, electronic media or social media. Testing the functionality, quality and fitness of goods for their intended use is the sole responsibility of the Customer; this applies likewise to any interaction of the goods with the specific filling material, contact material or other assembled components.
- 13.4** Any warranty expires twelve (12) months after delivery of the goods. If the Customer is a businessperson any presumption of defectiveness according to applicable law shall not apply.
- 13.5** Any defect must be notified in writing within eight (8) days after delivery or, in the case of hidden defects, within eight (8) days of discovery; the written notice must include a specific description of the nature of the defect. Otherwise all claims for compensation (including consequential damages) shall be time-barred. Samples of the defective goods, a specific written description of the defects, as well as a photo of the relevant carton label, shall be sent to Greiner concurrently with a claim for defects.
- 13.6** Greiner shall exclusively determine whether goods are defective based on the analysis of samples or records maintained by Greiner. In the event of disagreement between the Parties regarding the quality of a batch or production series, Greiner shall provide representative samples to a reasonably-selected independent expert (laboratory, institution, research facility, etc.) acceptable to the

Customer for purposes of determining whether the relevant supply of goods and services meets the specifications expressly agreed upon in writing. The results of such analysis are binding on the Parties. The Party whose position could not be verified shall bear all costs incurred for the expert assessment.

- 13.7** If goods have proven to be defective, Greiner shall, at its discretion and subject to due consideration of the interests of the Customer, provide remedies in the form of a replacement, improvement or the grant of a reasonable price reduction.
- 13.8** Any unauthorized improvement or improper handling of the goods by the Customer shall result in the waiver of all warranty rights.
- 13.9** Any asserted defect of the goods shall not release the Customer from its payment obligation.
- 13.10** Rejected goods cannot be returned absent Greiner's prior written consent. Should the goods nevertheless be returned, Greiner shall be reimbursed, as a matter of principle, for all costs of whatever kind incurred by Greiner as a result. Acceptance of rejected goods by Greiner shall not give rise to any claims or other legal rights on the part of the Customer.

#### **14. LIABILITY**

- 14.1** All the following disclaimers and limitations of liability shall be effective and construed to the maximum extent permitted by law. There shall exist no liability claims unless explicitly described herein. Mandatory laws and standards (including, without limitation, the Austrian Product Liability Act) shall in any event prevail in case discrepancies with the following provisions, and Greiner undertakes to fully comply with any such laws and standards.
- 14.2** Greiner shall be liable for damages caused by willful conduct or gross negligence solely caused by Greiner, its employees or representatives.
- 14.3** In no event shall Greiner have any liability for damages in an amount exceeding the purchase price of the good at issue (not to exceed EUR 500.000,00 per contractual year), nor shall Greiner have any liability, either directly or by way of contribution or indemnity, for direct, special, incidental, tort or consequential damages, or any other damages of any kind whatsoever, such as, but not limited to, property damage, loss of profit, damages based on loss of use of the product, regardless of whether the claim for any such damages is based on breach of warranty, express or implied, breach of contract, tort, or otherwise.
- 14.4** Any recourse claims of the Customer or a third party asserts against Greiner under product liability, including, without limitation, the Austrian Product Liability Act (Produkthaftungsgesetz – PHG), are excluded unless the party entitled to such recourse claim is able to prove that Greiner caused the defect and acted grossly negligent. If Customer is a businessperson such recourse claim shall be limited to EUR 3.000.000,00.
- 14.5** Any form of joint liability with one or more other Greiner companies (Greiner Packaging International GmbH and its affiliated companies) shall be excluded. The Customer may only assert contractual claims against the respective contractual partner.

#### **15. FORCE MAJEURE**

- 15.1** Force majeure events affecting Greiner or its suppliers or logistics partners that cause any delay shall extend the delivery period for the duration of the relevant disruption. Without limitation, this applies to natural disasters, new or amended laws and regulations, measures, orders, requirements or decisions of a court or authority, earthquakes, floods, fire, explosions, war, terrorism, riots, machine breakdown, emergency repairs or emergency maintenance of machines, energy and raw material supply difficulties, strikes, lack of available transport means, transport obstructions, lockouts, unforeseeable delivery difficulties, sabotage, cyber-attacks, plagues, pandemics or epidemics, to the extent that Greiner is not at fault for the respective event.
- 15.2** Greiner will notify the Customer of a force majeure event without undue delay. Should any such impairment last longer than twelve (12) weeks, and should Greiner and the Customer don't agree upon a solution, both Parties shall be entitled to cancel the supplies of goods and services concerned.



**15.3** The Customer shall not be entitled to any compensation resulting from a force majeure event.

## **16. RETENTION OF TITLE**

**16.1** Greiner shall retain title to all goods that have been delivered until full payment of all liabilities arising out of the business relationship (“secured goods”), including, without limitation, interest, costs, taxes, fees, expenses, transport costs, etc. Until such time, Greiner shall retain complete legal and economic ownership of goods that have been delivered (“retention of title”).

**16.2** The Customer assigns to Greiner any insurance claims or claims for damages that accrue to the Customer on account of damage or destruction of secured goods.

## **17. CONFIDENTIALITY**

**17.1** All information disclosed by Greiner, its affiliates and/or representatives (including, but not limited to, material suppliers and toolmakers) shall be deemed confidential unless expressly marked as non-confidential, or obviously non-confidential by its nature, at the time of disclosure. Greiner reserves all rights to such confidential information, and such information shall remain the property of Greiner.

**17.2** Confidential information of Greiner made available to the Customer, or of which the Customer gains knowledge from any other source, may not be disclosed to any third party and may be used exclusively for the agreed purpose. Without limitation, this applies to drawings, samples, models, technical, organizational, production-related or commercial information (e.g., cost estimates) and, in particular, with regard to Greiner’s competitors.

**17.3** Nothing in these Terms and Conditions of Sale, or in any agreement entered between Greiner and the Customer, shall be construed as granting or transferring to the Customer any rights in Greiner’s confidential information and Intellectual Property by virtue of the transfer of ownership of any goods.

**17.4** Following the end of the business relationship, the Customer is obliged to return all confidential information it has received without undue delay. The Customer shall remain bound by this Section 17 for as long as it is in possession of confidential information.

## **18. LEGAL SUCCESSION AND ASSIGNMENT**

**18.1** Purchase orders that have been placed are binding upon the Customer’s legal successors and permitted assignees. The assignment of the Customer’s rights or obligations to a third party requires Greiner’s prior written consent (which may not, however, be refused absent good cause).

**18.2** The foregoing notwithstanding, consent on the part of the contractual partner is not required should Greiner assign its rights and obligations under the contract to any Greiner affiliate and/or should rights and obligations from such business relationship automatically pass to Greiner’s universal/partial successor in interest. No such assignment or transfer shall be effective until written (including facsimile or email) notice has been given to the other Party.

## **19. NO WAIVERS**

If, at any time, Greiner fails to, or does not immediately assert a claim arising out of or in connection with the Terms and Conditions of Sale and the legal relationship based thereon, this shall not be construed as (partial) waiver by Greiner of any rights.

## **20. COMPLIANCE**

**20.1** The Customer agrees at all times during the business relationship to comply with the Greiner Code of Conduct

[https://www.greiner.com/fileadmin/user\\_upload/Downloads\\_Dokumente/8\\_2020\\_Code-of-Conduct\\_EN\\_web.pdf](https://www.greiner.com/fileadmin/user_upload/Downloads_Dokumente/8_2020_Code-of-Conduct_EN_web.pdf)

as well as the Greiner Code of Conduct for Suppliers and Business Partners [https://sustainability.greiner.com/wp-content/uploads/2021/06/2021\\_Verhaltenskodex\\_SupplyChain\\_EN.pdf](https://sustainability.greiner.com/wp-content/uploads/2021/06/2021_Verhaltenskodex_SupplyChain_EN.pdf)

as amended from time to time and all applicable and valid laws and regulations, in particular the US

Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the Customer, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates.

- 20.2** Customer agrees that its own Customer will adhere to principles at least comparable to those of the Greiner Code of Conduct. We reserve the right to inspect Customer at any time during business hours, upon prior written notice, with respect to compliance with the terms of this Agreement and all applicable laws and regulations, including the Greiner Code of Conduct. In the event of non-compliance, we reserve the right to terminate this Agreement at any time and with immediate effect by written notice to Customer.

## **21. DATA PRIVACY NOTICE**

Greiner processes personal data in compliance with all applicable laws and regulations. More detailed information related to the processing of personal data may be found in the Greiner data privacy notice: [Data privacy | Greiner Packaging \(greiner-gpi.com\)](https://www.greiner-gpi.com/Data-privacy)

The Customer acknowledges such data privacy notice and accepts it as amended from time to time and shall pass it on to its employees and obtain any necessary consent.

## **22. MILITARY NON-USE DECLARATION**

Customer hereby declares being neither any military nor military institution and guarantees that the goods and deliveries will be used exclusively for civilian end purposes. Customer confirms that they will not be used for the development, manufacture, handling, operation, maintenance, storage, detection, identification or proliferation of weapons or armaments.

Customer guarantees not to resell or transfer any of the goods and deliveries provided by Greiner to third parties that do not comply with same requirement. This also includes any subsidiaries, agents and related parties with whom the Customer cooperates. In the event of any indication of non-compliance, we reserve the right to terminate this Agreement at any time and with immediate effect by written notice to Customer.

## **23. APPLICABLE LAW AND JURISDICTION, ARBITRATION AGREEMENT**

- 23.1** These Terms and Conditions of Sale, and all contracts concluded between Greiner and the Customer, shall be governed by Austrian law. The United Nations Convention on Contracts for the International Sale of Goods and all conflicts of laws principles shall be excluded.
- 23.2** The place of jurisdiction for all disputes arising out of the business relationship shall be the competent court in Vienna, Austria.
- 23.3** Alternatively, Greiner is entitled in its discretion to assert a claim against the Customer before any other court having jurisdiction over the Customer or the manufacturing Greiner entity.
- 23.4** Alternatively, if the Customer has its registered office outside the European Union (EU), and outside Switzerland, Greiner is entitled in its discretion to finally settle all disputes between Greiner and the Customer by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC Rules) by one or more arbitrators appointed in accordance with such Rules. The place of arbitration shall be Vienna, Austria. The arbitration panel shall decide in accordance with Austrian substantive law. The language of the arbitration proceedings shall be English.

## **24. SURVIVAL OF RIGHTS**

- 24.1** Termination of one or more of the rights or obligations of the Parties, on any grounds whatsoever, is without prejudice to any provisions of these Terms and Conditions of Sale intended to survive such termination.
- 24.2** If the contract between the Parties is terminated for any reason whatsoever, then

- a) the contract, together with these Terms and Conditions of Sale, shall remain fully applicable to rights already accrued prior to termination;
- b) in any event, Sections 11 (Third-party Property Rights), 12 (Intellectual Property), 13 (Warranty), 14 (Liability), 17 (Confidentiality), 22 (Military Non-Use Declaration) and 23 (Applicable Law and Jurisdiction, Arbitration Agreement) shall likewise remain applicable provided that they are not subject to limitation pursuant to the Sections referred to above.

**25. SEVERABILITY**

Should any provisions of any contract concluded between the Parties including these Terms and Conditions of Sale prove to be invalid or unenforceable in whole or in part, this shall be without prejudice to the validity of the remaining provisions. Any such invalid or unenforceable provisions shall be deemed to be replaced by valid and enforceable provisions that best achieve their herein intended economic purpose.