General Terms and Conditions of TRICOR Packaging & Logistics AG, TRICOR Packaging Systems GmbH, and TRICOR Packaging Systems Viernheim GmbH (as of October 5, 2026)

1. Scope

1.1 The following terms and conditions apply to all contracts, deliveries, and other business relationships between the purchaser and a company of the TRICOR Group (TRICOR Packaging & Logistics AG, TRICOR Packaging Systems GmbH, and TRICOR Packaging Systems Viernheim GmbH—hereinafter collectively referred to as "TRICOR"), provided that the purchaser is not a consumer. They apply to all commercial transactions between TRICOR and the purchaser, even if they are not specifically mentioned in subsequent contracts. They apply accordingly to work performed and services rendered. In the case of work performed, acceptance of the work replaces acceptance of the delivered goods; in the case of services, acceptance of the service replaces acceptance of the delivered goods. Any exclusion or modification of these Terms and Conditions by TRICOR may only be made with TRICOR's express consent.

1.2 Deviating, conflicting, or supplementary provisions—in particular those contained in the purchaser's terms and conditions of purchase—shall only become part of the contract or be binding on us if and to the extent that TRICOR has expressly agreed to their validity in writing prior to the conclusion of the contract. Otherwise, such deviating, conflicting, or supplementary provisions of the purchaser are hereby deemed to have been rejected by TRICOR. This requirement for consent also applies if the purchaser refers to its general terms and conditions in the context of the order and TRICOR has not expressly objected to the purchaser's general terms and conditions. The delivery of goods without reservation, the performance of services, or the acceptance of payments shall not be construed as an acknowledgment of deviating provisions.

1.3 Individual agreements made on a case-by-case basis (individual arrangements) take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or written confirmation from us shall be decisive regarding the content of such agreements.

1.4 Legally relevant declarations and notices from the purchaser regarding the contract (e.g., notices of defects, setting of deadlines, withdrawal, or reduction of price) must always be submitted in writing or in text form, e.g., by letter, email, or fax.

1.5 Any rights to which TRICOR is entitled under statutory provisions or other agreements beyond these General Terms and Conditions remain unaffected.

2. Offer, Conclusion of the Contract, and Form

2.1 The conclusion of the contract and all other declarations relating to the contract must be in writing or text form. The contract is concluded only with the company of the TRICOR Group that receives the order or the acceptance of an offer from the purchaser.

2.2 All offers are subject to change and non-binding. This applies even if TRICOR has provided the customer with catalogs, technical documentation (e.g., drawings, plans, calculations, cost estimates, references to DIN standards), as well as other product descriptions or documents, including in electronic form,
. TRICOR reserves the right of ownership and copyright to all documents provided in connection with the placement of the order. These documents may not be made available to third parties without our express written consent. Upon TRICOR's request, the purchaser shall immediately return to TRICOR all documents provided in connection with the placement of the order if they are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples, tools, prototypes, and models provided to the purchaser by TRICOR. Product and price proposals made by employees, in catalogs, on the Internet, or in sales materials are to be understood solely as invitations to the Purchaser to submit an offer in the legal sense. An offer by the Purchaser becomes binding only upon TRICOR's express, written acceptance.

2.3 Illustrations, drawings, specifications regarding weight, dimensions, performance, and consumption, as well as other descriptions of the goods contained in the documents accompanying the offer, are only approximate unless they are expressly designated as binding. They do not constitute an agreement or guarantee regarding the corresponding quality or durability of the goods, unless they have been expressly agreed upon in writing as such. Nor do the purchaser's expectations regarding the goods or their use constitute an agreement or guarantee.

2.4 When the customer places an order for goods, this constitutes a binding offer to enter into a contract. We are entitled to accept this offer within two weeks of its receipt. The offer is deemed received as soon as it enters TRICOR's sphere of control in such a way that TRICOR can take note of it and, under normal circumstances, can be expected to do so. An order becomes binding only when it has been confirmed by TRICOR via a written order confirmation within two weeks or when TRICOR fulfills the order, in particular when TRICOR fulfills the order by shipping the ordered goods. An order confirmation generated by automated systems that lacks a signature and the reproduction of a name shall be deemed to have been provided in writing. To the extent that the order confirmation contains obvious errors, typographical errors, or calculation errors, it shall not be binding on TRICOR.

2.5 In electronic legal transactions, confirmation of receipt of the order does not yet constitute a binding declaration of acceptance of the contract offer, unless acceptance is expressly stated in the confirmation of receipt. If an order is placed electronically, TRICOR will store the text of the contract and, upon request, send it to the customer via email at along with these General Terms and Conditions. Furthermore, the disclosure obligations under Section 312i(1)(1)–(3) of the German Civil Code (BGB) are excluded, as the contracts are concluded exclusively through individual communication.

2.6 TRICOR's silence in response to offers, orders, requests, or other statements by the customer shall only be deemed consent if this has been previously agreed upon in writing.

2.7 If the purchaser's financial circumstances deteriorate significantly, if the purchaser files a petition to open insolvency or comparable proceedings regarding its own assets, or if a well-founded petition by a third party to open insolvency or comparable proceedings regarding the purchaser's assets is rejected due to lack of assets, TRICOR is entitled to withdraw from the contract in whole or in part.

3. Prices and Payment Terms

3.1 The prices quoted are net prices and refer to 1,000 units or, where applicable, to a unit specified separately in the order confirmation. Unless otherwise agreed in writing in individual cases, the prices in effect at the time the contract is concluded shall apply. Unless otherwise specifically agreed, prices are effective from the registered office of the respective TRICOR Group company and do not include shipping, packaging costs, insurance, statutory taxes, customs duties, or other levies, unless otherwise provided for in these General Terms and Conditions. Any costs incurred in this regard, in particular the costs for packaging or agreed-upon transportation, will be invoiced separately by TRICOR. Value-added tax is not included in the price and will be invoiced separately at the statutory rate applicable on the date the invoice is issued.

3.2 Payment must be made within 30 days of the due date and receipt of the invoice. Confirmed prices for an order are not binding for subsequent orders of similar goods. If payment is received within 10 days of the invoice date, a 2% discount will be granted, provided that no earlier invoice(s) are past due and no other agreements have been made.

3.3 For transactions with customers whose registered office is located outside the Federal Republic of Germany or for whom delivery to a shipping address outside the Federal Republic of Germany has been agreed upon (international transactions), payment shall be made prior to delivery, notwithstanding Section 3.2, unless otherwise agreed in writing in advance.

3.4 In the event of a delay in payment by the customer, all claims, including those subject to a payment deferral, shall become due immediately. The customer shall be in

default even without a reminder if the payment deadline specified in Section 3.2 expires. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate pursuant to Section 288(2) of the German Civil Code (BGB), which is 9 percentage points above the respective base rate. TRICOR expressly reserves the right to assert further claims for damages resulting from default as well as other claims and rights. With respect to merchants, TRICOR's claim to commercial default interest pursuant to § 353 of the German Commercial Code (HGB) remains unaffected.

3.5 If, at the time the contract is concluded, it is foreseeable that TRICOR's claim for payment of the purchase price is at risk due to the purchaser's inability to pay, TRICOR is entitled, in accordance with statutory provisions, to refuse performance—if necessary, after setting a deadline—and to rescind the contract pursuant to Section 321 of the German Civil Code (BGB).

3.6 If the purchaser is more than eight weeks in default of payment of an invoice despite a payment reminder from TRICOR, or if a petition is filed to open insolvency proceedings or any other debt settlement proceedings against the purchaser's assets, TRICOR will make further deliveries only upon receipt of advance payment from the purchaser.

4. Set-off, Rights of Retention, and Assignment

4.1 The customer is entitled to set off, withhold payment, or claim a reduction—even if complaints regarding defects or counterclaims are asserted—only if the claims have been legally established or are undisputed and the customer's counterclaim is based on the same contractual relationship. The purchaser's right of retention based on counterclaims arising from the same contractual relationship remains unaffected by this provision.

4.2 The purchaser's refusal to pay or right of retention is excluded if the purchaser was aware of the defect or other grounds for complaint at the time the contract was concluded.

4.3 Mere silence regarding the assertion of such claims shall not be deemed an acknowledgment by TRICOR.

4.4 TRICOR is entitled to assign its claims against the purchaser, in whole or in part, to third parties. The purchaser is entitled to assign its claims against TRICOR to third parties only with TRICOR's prior consent.

5. Packaging, Shipping

5.1 Unless otherwise agreed, TRICOR's prices are quoted for delivery ex works from the respective company of the TRICOR Group.

5.2 Pallets intended for reuse are provided on a loan basis. They are tracked via a pallet account, with a debit recorded upon delivery of goods and a credit upon return of empty

pallets. Standard commercial practices governing pallet circulation apply to this process. Any pallet inventory that exceeds the normal scope of delivery, an agreed-upon pallet limit, or a specified storage period will be billed to the customer at replacement cost.

5.3 The choice of shipping route and method is at TRICOR's discretion. If the customer requests packaging customary in the industry that goes beyond the strapping or palletizing provided for in Section 5.1, TRICOR will bill the customer separately for this. Shipping by rail is carried out without prepaid shipping charges.

5.4 The goods shall be insured during transit at the request and expense of the purchaser, provided that TRICOR, in exceptional cases, arranges for transport to the purchaser.

5.5 If shipment is delayed at the purchaser's request, the goods shall be stored at the purchaser's expense and risk. In this case, TRICOR's notification that the goods are ready for shipment shall be deemed equivalent to shipment. If shipment is delayed due to circumstances for which TRICOR is not responsible, the risk shall pass to the purchaser upon notification that the goods are ready for shipment.

5.6 The purchaser must accept delivered goods, without prejudice to any claims for defects, even if they exhibit minor defects.

6. Cross-Border Deliveries

6.1 The purchaser undertakes to comply with all applicable provisions of the export and foreign trade laws of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other applicable national and international export control regulations and foreign trade laws.

6.2 The conclusion of the contract is subject to the condition that the delivery of the goods—based on their content and the natural persons and companies directly or indirectly involved—is permitted in accordance with all provisions set forth in Section 1.

6.3 In the case of cross-border deliveries, the Purchaser must, in a timely manner, submit all declarations necessary for export from Germany and import into the country of destination to the competent authorities and take all necessary actions, in particular obtaining the documents required for customs clearance and complying with the requirements of any export controls or other restrictions on marketability.

6.4 Deliveries are subject to the condition that no obstacles to performance arise from national or international regulations, in particular export control regulations, as well as embargoes or other sanctions.

6.5 Delays resulting from export controls shall extend delivery times accordingly; delivery dates shall be postponed as appropriate. For deliveries requiring an export license, TRICOR is entitled to delay performance until an export license has been

granted and proof thereof has been provided to TRICOR by the purchaser, or to withdraw from the contract. TRICOR's liability for delayed performance or non-performance is excluded in such cases.

6.6 The purchaser undertakes not to use, offer for sale, or sell any goods delivered by TRICOR, parts of such goods, and/or technologies used by TRICOR for use in weapons and/or weapons systems.

6.7 If the Buyer breaches any obligation under this Section 6 ("Cross-Border Deliveries") and/or if a business transaction is prohibited in whole or in part, TRICOR shall be entitled to withdraw from this contract in whole or in part for good cause without notice. Any claims TRICOR may have against the Buyer shall remain unaffected.

7. Transfer of Risk

Upon delivery of the goods to the Purchaser or upon handover to a freight forwarder, carrier, or any other person or entity designated to carry out the shipment, the risk of accidental loss and accidental deterioration shall pass to the Purchaser. At the latest, the transfer of risk to the Purchaser shall occur when the goods leave the warehouse of the respective company of the TRICOR Group. This applies in particular when delivery is carried out by the subsidiary of TRICOR Packaging & Logistics AG, Transcor Logistics GmbH & Co. KG ("TRANSCOR"). In the event that an acceptance of the goods has been contractually agreed upon, such acceptance shall be decisive for the transfer of risk. The handover or acceptance of the goods shall be deemed to have taken place even if the purchaser is in default of acceptance.

8. Default and Impossibility

8.1 In the event that the purchaser is in default of acceptance or our delivery is delayed for other reasons for which the purchaser is responsible, we are entitled to compensation for the resulting damages, including additional expenses.

8.2 TRICOR's right to prove greater damages and its statutory claims against the purchaser (in particular, reimbursement of additional expenses) remain unaffected. The purchaser reserves the right to prove that TRICOR incurred no damages or only significantly lesser damages.

9. Force Majeure

9.1 If TRICOR is prevented by force majeure from fulfilling its contractual obligations, in particular the delivery of the goods, TRICOR shall be released from its obligation to perform for the duration of the hindrance and a reasonable restart period, without being liable to the purchaser for damages. The same applies if the fulfillment of TRICOR's obligations is unreasonably impeded or temporarily rendered impossible by unforeseeable circumstances for which TRICOR is not responsible, in particular labor disputes, a pandemic, an epidemic, governmental measures, energy shortages, delivery

obstacles at a supplier, or significant operational disruptions, particularly cyberattacks. This also applies if these circumstances occur at a subcontractor of TRICOR. This also applies if TRICOR is already in default. To the extent that TRICOR is released from its delivery obligation, TRICOR shall refund any advance payments made by the customer.

9.2 TRICOR is entitled to withdraw from the contract after the expiration of a reasonable period if an impediment within the meaning of Section 9.1 persists for more than four months and TRICOR no longer has an interest in fulfilling the contract as a result of the impediment. Upon the purchaser's request, TRICOR shall declare, after the expiration of the period, whether it will exercise its right of withdrawal or deliver the goods within a reasonable period.

10. Unjustified Withdrawal

10.1 Withdrawal is excluded if the purchaser is solely or predominantly responsible for the defect, or if the defect—for which TRICOR is not responsible—occurs at a time when the purchaser is in default of acceptance. A default of acceptance exists if TRICOR was prepared to perform but was unable to do so due to the purchaser's failure to accept the goods.

10.2 An unjustified withdrawal by the customer shall only trigger the rescission of the contractual relationship if TRICOR expressly accepts the customer's withdrawal.

11. Printing Plates and Die-Cutting Tools

TRICOR will invoice the customer for the costs incurred in the production of printing plates and die-cutting tools at cost price for all initial productions. The printing plates and die-cutting tools remain the property of TRICOR. They will be stored for at least two years following the final delivery. Upon expiration of this period, TRICOR is entitled to destroy the printing plates and die-cutting tools.

12. Scope of Delivery, Delivery Times, Call-Off Contracts

12.1 The customer is obligated to accept overdeliveries customary in the industry as well as minor deviations in weight and color. TRICOR reserves the right to make the following overdeliveries, which also apply to replacement deliveries: up to 500 pieces – 25%, up to 3,000 pieces – 15%, over 3,000 pieces – 10%. Partial deliveries are permitted to a reasonable extent. In the case of partial deliveries, TRICOR may allocate the margin at its sole discretion among the individual deliveries. Weight deviations of ±10%, which are due to the tolerance in the square-meter weights of paper production, are considered standard in the industry. At TRICOR's discretion, half-cellulose may also be replaced by corrugating medium with a higher basis weight, provided the quality is equivalent. TRICOR is only liable for deviations in paper color, sizing, smoothness, and purity, as well as in the printing ink, if such deviations are unreasonable for the customer, taking the customer's interests into account. The packaging is processed in accordance with industry standards; depending on the circumstances, with flap-glued,

strip-glued, or stapled factory edges. Dimensions are specified in the order of length, width, and height. These specifications always refer to the internal dimensions in mm.

12.2 In the case of contracts involving ongoing delivery on call, the customer is obligated to schedule the order quantity over the term of the contract and to accept delivery of the entire quantity by the end of the call-off period. If the order quantity is not accepted during the call-off period, TRICOR is entitled—without prejudice to any further statutory rights—to demand that the customer accept and pay for the entire remaining quantity. If a call-off period has not been specified, TRICOR is entitled, in the event of failure to place a call-off order within a commercially reasonable period, to set a deadline for further call-offs and, upon the fruitless expiration of that deadline—without prejudice to any further legal rights—to demand payment from the purchaser for the entire remaining order quantity.

12.3 TRICOR shall endeavor to meet the specified delivery deadlines. The purchaser may not demand rescission or damages for non-performance until it has set TRICOR a reasonable grace period of at least 2 weeks and has notified TRICOR of this grace period in writing.

13. Retention of Title

13.1 The delivered goods shall remain the property of TRICOR until the purchase price and all claims to which TRICOR is entitled against the Purchaser arising from the business relationship have been paid in full. The Purchaser is obligated to treat the goods subject to retention of title with due care for the duration of the retention of title. In particular, the buyer is obligated to insure the goods at its own expense against fire, water damage, and theft at replacement value. The buyer must provide proof of insurance upon TRICOR's request. The purchaser hereby assigns to TRICOR all claims for compensation arising from this insurance. TRICOR hereby accepts the assignment. Should the assignment not be permissible, the purchaser hereby instructs the insurer to make any payments only to TRICOR. Further claims by TRICOR remain unaffected.

13.2 The Purchaser may sell the goods subject to retention of title only in the ordinary course of business. The Purchaser is not authorized to pledge the goods subject to retention of title, to transfer them as security, or to take any other actions that would jeopardize TRICOR's ownership. In the event of seizures or other interventions by third parties, the Buyer must immediately notify TRICOR in writing, provide all necessary information, inform the third party of TRICOR's ownership rights, and cooperate with TRICOR's measures to protect the goods subject to retention of title. To the extent that the third party is unable to reimburse TRICOR for the judicial and extrajudicial costs incurred in enforcing TRICOR's ownership rights, the purchaser is obligated to compensate TRICOR for the resulting loss, unless the purchaser is not at fault for the breach of duty.

13.3 The Purchaser hereby assigns to TRICOR all claims arising from the resale of the goods, together with all ancillary rights, regardless of whether the goods subject to retention of title are resold as is or after processing. TRICOR hereby accepts this assignment. If such an assignment is not permissible, the Purchaser hereby instructs the third-party debtor to make any payments only to TRICOR. The Purchaser is revocably authorized to collect the claims assigned to TRICOR in its own name on a fiduciary basis for TRICOR. The amounts collected must be remitted to TRICOR without delay. TRICOR may revoke the purchaser's authorization to collect the receivables as well as the purchaser's right to resell the goods for good cause, in particular if the purchaser fails to properly fulfill its payment obligations to TRICOR, falls into default, suspends payments, or if the Purchaser files a petition for the commencement of insolvency proceedings or comparable debt settlement proceedings concerning the Purchaser's assets, or if a well-founded petition by a third party for the commencement of insolvency proceedings or comparable debt settlement proceedings concerning the assets of the Purchaser is rejected due to lack of assets. In the event of a general assignment by the Purchaser, the claims assigned to TRICOR shall be expressly excluded.

13.4 Upon TRICOR's request, the Purchaser is obligated to immediately notify the third-party debtor of the assignment and to provide TRICOR with the information and documents necessary for collection.

13.5 In the event of a breach of contract, in particular if the Purchaser is in default of payment, TRICOR shall be entitled, without prejudice to its other rights, to withdraw from the contract after the expiration of a reasonable grace period set by TRICOR. The purchaser must immediately grant TRICOR or its agents access to the goods subject to retention of title and surrender them. Upon timely notice, TRICOR may otherwise dispose of the goods subject to retention of title to satisfy its due claims against the purchaser.

13.6 Any processing or transformation of the goods subject to retention of title by the purchaser shall always be carried out on behalf of TRICOR. The purchaser's right of title to the goods subject to retention of title shall continue to apply to the processed or transformed item. If the goods are processed or transformed together with other items not belonging to TRICOR, TRICOR shall acquire co-ownership of the new item in the ratio of the value of the delivered goods to the value of the other processed items at the time of processing or transformation. The same applies if the goods are combined or mixed with other items not belonging to TRICOR in such a way that TRICOR loses its full ownership. The purchaser shall hold the new items in safekeeping for TRICOR. In all other respects, the same provisions apply to the item resulting from processing, transformation, combination, or mixing as to the goods subject to retention of title.

13.7 Upon the customer's request, TRICOR is obligated to release the security to which it is entitled to the extent that the realizable value of the security, taking into account standard banking valuation discounts, exceeds TRICOR's claims arising from the

business relationship with the customer by more than 10%. The valuation shall be based on the invoice value of the goods subject to retention of title and on the face value of receivables. The specific selection of the items to be released shall be at TRICOR's discretion.

13.8 In the case of deliveries to other jurisdictions where this retention-of-title provision does not have the same security effect as in the Federal Republic of Germany, the purchaser hereby grants TRICOR a corresponding security interest. If further measures are required for this purpose, the purchaser shall take all necessary steps to grant TRICOR such a security interest without delay. The purchaser shall cooperate in all measures necessary and conducive to the validity and enforceability of such security rights.

14. The Purchaser's Claims for Defects

14.1 TRICOR assumes liability for the goods delivered by TRICOR in accordance with the provisions set forth below, which exhaustively set forth the warranty rules. These do not constitute a guarantee in the legal sense.

14.2 The statutory provisions apply to the purchaser's rights in the event of material defects and defects of title, unless otherwise specified below. Agreements that TRICOR has entered into in writing with the purchaser regarding the quality of the goods generally form the basis of TRICOR's liability for defects under the warranty. If no quality characteristics were agreed upon in the form of a written specification, the specification of the delivered goods prepared by TRICOR shall automatically apply. Furthermore, the existence of a defect shall be assessed in accordance with the provisions of Section 434(3) of the German Civil Code (BGB). The goods are deemed free of defects if, at the time of transfer of risk, they meet the subjective, objective, and installation requirements.

14.3 TRICOR shall not be liable for defects of which the purchaser was aware at the time of conclusion of the contract pursuant to § 442 of the German Civil Code (BGB) or of which the purchaser was unaware due to gross negligence.

14.4 The purchaser must inspect the goods received immediately upon their arrival. The purchaser's claims for defects shall be valid only to the extent that the purchaser has fulfilled its statutory obligations to inspect and give notice of defects (Sections 377, 381(2) of the German Commercial Code (HGB)). Defects discovered during the incoming goods inspection must be reported to TRICOR immediately and within a preclusive period of 14 days following receipt of the goods by means of a written notice, accompanied by sample items that clearly demonstrate the defect. If the purchaser fails to provide such notice, the goods shall be deemed to have been accepted as free of

defects. Defects that could not be detected even upon careful inspection during the incoming goods inspection must be reported to TRICOR in writing immediately upon their discovery.

14.5 If the delivered goods are defective, TRICOR shall, at its discretion, either repair the defective goods or deliver replacement goods free of defects within a reasonable period of time. In the specific case where the method of subsequent performance chosen by TRICOR is unreasonable for the customer, the customer may refuse it. TRICOR reserves the right to refuse subsequent performance under the conditions prescribed by law. Furthermore, TRICOR is entitled to make the subsequent performance to be provided by TRICOR contingent upon the purchaser paying the purchase price due. The purchaser must grant TRICOR the necessary time and opportunity to carry out the subsequent performance. In the event that TRICOR delivers a replacement item free of defects, the purchaser must return the defective item in accordance with statutory provisions. The purchaser has no right of retention.

14.6 If, due to a legal defect or a material defect, the purchaser chooses to rescind the contract after the failure of subsequent performance and the expiration of the reasonable period set for such performance, the purchaser shall not be entitled to any additional claim for damages arising from the defect. In the case of a minor defect, the purchaser has no right to rescind the contract. If the purchaser chooses to claim damages following a failed attempt at subsequent performance, the goods shall remain with the purchas , provided this is reasonable. Damages are limited to the difference between the purchase price and the value of the defective item. This does not apply in cases of fraudulent misrepresentation.

14.7 Deviations customary in the industry regarding sizing, smoothness, and purity of the paper; bonding; adhesion; colors; printing; weight variations of up to 5% above or below; and dimensional deviations of ±1%, but at least 3 mm, shall not be considered defects.
TRICOR also reserves the right to make changes to shape, color, and/or weight within reasonable limits. TRICOR shall be liable for the properties of the goods with regard to their suitability for a specific purpose only upon providing a corresponding written assurance.

15. Limitation of Liability, Statute of Limitations for Claims for Damages

15.1 TRICOR bears unlimited liability for damages resulting from a breach of warranty or from injury to life, body, or health. The same applies to willful misconduct and gross negligence, or to the extent that TRICOR has assumed a procurement risk. TRICOR shall be liable for slight negligence only to the extent that material obligations arising from the nature of the contract and of particular importance for achieving the purpose of the contract have been breached. In the event of a breach of such obligations, delay, or impossibility of performance, TRICOR’s liability shall be limited to damages that are

typically to be expected under this contract. Mandatory statutory liability for product defects remains unaffected.

15.2 To the extent that TRICOR's liability is excluded or limited, this also applies to the personal liability of TRICOR's employees, workers, staff, representatives, and vicarious agents.

15.3 Notwithstanding Section 438(1)(3) of the German Civil Code (BGB), the general statute of limitations for claims arising from material defects or defects of title is one year from delivery of the goods. If acceptance has been contractually agreed upon, the statute of limitations begins upon acceptance.

16. Product Liability

16.1 The Purchaser shall not alter the goods; in particular, the Purchaser shall not alter or remove any existing warnings regarding the dangers of improper use of the goods. In the event of a breach of this obligation, the Purchaser shall indemnify TRICOR internally against third-party product liability claims, unless the Purchaser is not responsible for the defect giving rise to the liability.

16.2 If TRICOR is compelled to issue a product recall or warning due to a product defect in the goods, the purchaser shall cooperate to the best of its ability with the measures that TRICOR deems necessary and appropriate and shall support TRICOR in this regard, in particular in identifying the necessary customer data. The purchaser is obligated to bear the costs of the product recall or warning, unless the purchaser is not responsible for the product defect and the resulting damage under the principles of product liability law. Any further claims by TRICOR remain unaffected.

16.3 The purchaser shall immediately notify TRICOR in writing of any risks associated with the use of the goods and any potential product defects that come to its attention.

17. Confidentiality

17.1 The parties are obligated to keep confidential, for an indefinite period, all information made available to them that is designated as confidential or that is recognizable as a trade or business secret under other circumstances, and, unless required for the business relationship, neither to record, disclose, nor exploit such information.

17.2 The parties shall ensure, through appropriate contractual agreements with their employees and agents, that these individuals also refrain indefinitely from any use, disclosure, or unauthorized recording of such trade and business secrets.

17.3 The confidentiality obligation shall not apply to the extent that the other party's information was demonstrably already known prior to the commencement of the contractual relationship, is generally known or generally accessible, or becomes generally known or accessible through no fault of the other party. The burden of proof for

the non-applicability of the confidentiality obligation shall rest with the party that intends to disclose or has disclosed the other party's information to a third party.

18. Data Protection

18.1 The parties are obligated to comply with the statutory provisions on data protection, in particular the EU General Data Protection Regulation (GDPR), in the performance of the contract and to require their employees to comply with these provisions.

18.2 The parties shall process the personal data received (names and contact information of the respective contacts) exclusively for the purpose of fulfilling the contract and shall protect such data through technical security measures (Art. 32 GDPR) that are in line with the current state of the art. The parties are obligated to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations remain unaffected by this provision.

18.3 Should TRICOR process personal data on behalf of the Customer in connection with the performance of the contract, the parties shall enter into a data processing agreement pursuant to Article 28 of the GDPR.

19. Compliance with Legal Requirements

19.1 Within the scope of their corporate responsibility, each party hereby commits to complying with all applicable laws (including environmental protection laws, labor law provisions, and laws specifically designed to protect employee health) in the course of or in connection with the conduct of its business operations, and to not tolerate child labor or forced labor.

19.2 Upon the conclusion of each contract, each party further confirms that it does not engage in any form of bribery or corruption and will not tolerate such conduct.

20. Final Provisions

20.1 The transfer of the Purchaser's rights and obligations to third parties is permitted only with TRICOR's prior written consent.

20.2 The place of performance for all mutual obligations arising from the underlying contract is the respective production site of the relevant company within the TRICOR Group, unless otherwise agreed.

20.3 If the Purchaser is a merchant, a legal entity under public law, or a special fund under public law, the exclusive and international venue for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of TRICOR Packaging & Logistics AG in 86825 Bad Wörishofen (Germany). The same applies if the purchaser does not have a general place of jurisdiction in Germany or if the purchaser's domicile or habitual residence is unknown at the time the action is filed. TRICOR is also entitled to bring an action at the purchaser's place of business.

20.4 The customer shall bear all fees, costs, and expenses incurred by TRICOR in connection with any legally successful legal action brought against the customer outside of Germany.

20.5 Should any provision of the contract, including these General Terms and Conditions, be or become invalid in whole or in part, or should there be a gap in these General Terms and Conditions, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, the valid or enforceable provision that most closely approximates the purpose of the invalid or unenforceable provision shall be deemed agreed upon. In the event of a gap, the provision that corresponds to what would have been agreed upon in accordance with the purpose of these General Terms and Conditions shall be deemed agreed upon, provided that the parties had considered the matter from the outset.

20.6 These General Terms and Conditions and any contractual relationship between TRICOR and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the conflict-of-laws provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.7 The language of the contract is German.