

General Terms and Conditions of Sale of Coroplast Tape, Coroflex and WeWire Germany and Poland

1. Scope of Application

- 1.1 The following General Terms and Conditions of Sale apply exclusively to all sales made by Coroplast Fritz Müller GmbH & Co. KG, Wuppertal, Germany, WeWire Poland sp. z o.o. sp.k. and Coroflex Poland sp. z o.o. sp.k., both Strzelce Opolskie, Poland – hereinafter individually referred to as Seller.
- 1.2 Other terms and conditions do not become part of the contract even if Seller has not expressly objected to their application. If Seller executes the delivery/performance without express objection this cannot be interpreted as Seller's acceptance of the customer's terms and conditions of purchase.
- 1.3 These General Terms and Conditions of Sale also apply to any future contractual relationships with the customer.
 - 1.4 These General Terms and Conditions of Sale shall not apply to consumers.

2. Conclusion of Contract

- 2.1 Offers made by Seller are always subject to change without notice unless it is expressly stated in the offer that it is to be binding.
- 2.2 A supply contract is only concluded by means of an order confirmation in text form, at the latest upon delivery. If Seller can prove by submitting a transmission report that it has sent a declaration by fax or remote data transmission, it shall be assumed that the customer has received the declaration.
- 2.3 Orders transmitted electronically shall only be deemed to have been received by Seller if they have been called and opened by Seller. Seller reserves the right to delete orders without opening them.
- 2.4 Delivery schedules shall only become binding if Seller does not object in text form within three (3) bank working days after receipt.
- 2.5 Frame or call-off orders shall be called-off by the customer within twelve (12) months from the date of Seller's order confirmation, unless otherwise agreed in writing. At the latest at the end of the term, Seller may deliver and invoice the remaining stock of products.
- 2.6 In the case of call-off orders without agreement on the term, production lot sizes and delivery dates, Seller may demand a binding confirmation thereof three (3) months after its order confirmation at the latest.

3. Prices

- 3.1 The price calculation shall be based on Seller's price lists valid at the time of order confirmation, unless separate price agreements have been made between the parties.
- 3.2 Unless otherwise agreed in writing, all prices are "ex works (EXW) Seller's works" (Incoterms 2020) plus the statutory value added tax applicable at the time of invoicing, excluding packaging.
- 3.3 Order confirmations and all correspondence must reference the offer number of Seller.
- 3.4 Price changes are permitted if there are more than four (4) months between conclusion of the contract and the agreed delivery date. If wages, material costs or market cost prices increase thereafter until completion of the delivery and if these price changes have a proportionate effect on the price of the product to be delivered, Seller shall be entitled to increase the price appropriately in line with the cost increases. The customer shall only be entitled to withdraw from the contract if the price increase exceeds the increase in the general cost of living between the time of order and delivery to a not insignificant extent.
- 3.5 Seller reserves the right to make an appropriate surcharge for small orders.
- 3.6 Unless otherwise agreed, delivery terms are "ex works (EXW) Seller's works (Incoterms 2020)". Returns of products shall be at the risk and expense of the customer.

4. Payment, Set-off, Default of Payment

- 4.1 Subject to revocation of the credit approval, invoices are payable within thirty (30) days net from the date of invoice, unless other payment terms have been agreed in text form. Irrespective of this, Seller shall be entitled at any time to make a delivery dependent on advance payment without stating reasons. In case of doubts as to creditworthiness or for any other reasons, Seller may demand advance payment, the issue of a letter of credit or other securities which Seller considers appropriate.
- 4.2 Payments shall be made by bank transfer to the bank account specified in the invoice. Each payment must clearly reference Seller's invoice number in the purpose of payment. Additional expenses incurred by Seller for allocating the payment due to missing or unclear information shall be borne by the customer. At the request of Seller, the customer shall immediately send Seller a corresponding payment advice. Failure to object to such advice shall not constitute any acknowledgement by Seller of the information contained therein.
- 4.3 Drafts and cheques are accepted exclusively on account of performance. Beyond that, drafts shall only be accepted by prior agreement of Seller and subject to their discounting. Discount charges and interest are to be reimbursed.
- 4.4 For all means of payment, the day of receipt of payment shall be the day on which Seller or third parties having a claim against Seller can dispose of the amount.
- 4.5 All payments shall be made to Seller and not to any representative of Seller. Representatives shall only be entitled to collect payments if they present a corresponding power of attorney.
- 4.6 The Purchaser shall not be entitled to offset claims unless its counterclaims have been legally established, are uncontested or have been recognized by Seller.
- 4.7 If the customer is in default of payment, Seller shall be entitled to retain all deliveries or services.
- 4.8 In the event of cessation of payment, enforcement against the customer or the filing of an application for insolvency proceedings or similar procedure under applicable laws, all claims shall become due for payment immediately.
- 4.9 Default interests of nine (9) % per year are agreed.

5. Retention of Title

- 5.1 Seller shall retain title to the products until receipt of all payments arising from the business relationship with the customer.

- 5.2 The assertion of the retention of title and the pledging of the products by Seller shall not be deemed to be a rescission of the contract unless expressly declared in writing by Seller.
- 5.3 The customer shall be entitled to resell the products in the ordinary course of business. For its part, the customer shall retain title towards its customers until full payment by the customers. It hereby assigns to Seller all receivables in the amount of the purchase price (including VAT) agreed between Seller and the customer which accrue to the customer from the resale, irrespective of whether the products are resold without or after processing. Customer shall be entitled to collect these accounts receivables after their assignment. The right of Seller to collect the accounts receivables itself shall not be affected; Seller undertakes, however, not to collect the accounts receivables as long as customer fulfill its payment obligations and is not in default of payment. If this is the case, Seller may require customer to disclose his assigned accounts receivables and corresponding debtors, to make all information available, which is necessary for collection, to submit the corresponding documents and to inform the debtors (third parties) about the assignment.
- 5.4 The processing or transformation of the products by customer shall always be made for the Seller. If the products are processed together with other items which do not belong to the Seller, Seller shall acquire co-ownership of the new item in the proportion of the value of the products to the other processed items at the time of processing.
- 5.5 If the products are mixed in an inseparable manner with other items which do not belong to Seller, Seller shall acquire co-ownership of the new items in the proportion of the value of the products to the other mixed items. Customer shall hold the co-owned items in safe custody for Seller.
- 5.6 Customer may neither pledge nor transfer the products by way of security. In the event of attachment or seizure or other disposals by third parties, Customer shall inform the Seller without delay and provide it with all information and documents which are necessary for it to secure its rights. Enforcement officers and/or third parties must be informed of the property rights of Seller.
- 5.7 Seller undertakes to release the collaterals to which it is entitled when requested by customer insofar as the realizable value of the collaterals exceeds by more than ten (10) % the accounts receivables to be secured. Seller shall have the right to select the collaterals to be released.

6. Delivery Dates, Quantities, Force Majeure

- 6.1 Adherence to agreed delivery and performance dates requires that all technical questions have been clarified and that payments or other obligations of the customer are available or fulfilled in time. If this is not given, the delivery date will be extended appropriately. Delivery periods shall be suspended due to design changes and product changes requested by the customer. They shall only begin to run again when the changes are approved by the customer.
- 6.2 Seller will supply the customer with products in accordance with its delivery possibilities.
- 6.3 Partial deliveries are permissible if they do not result in disadvantages for use of the customer.
- 6.4 If delivery is delayed due to the customer, the products shall be stored at Seller at the risk and expense of the customer.
- 6.5 If the customer is in default of acceptance or violates other obligations to cooperate, Seller shall be entitled to give priority to other orders of third parties and to extend the delivery time appropriately. Notwithstanding any further claims, Seller shall be entitled to demand compensation for any damage incurred by it in this respect, including any additional expenses.
- 6.6 Seller reserves the right to deliver up to ten (10) % more or less for customer-specific or non-stocked products.
- 6.7 In the case of reworked products, only the weights and qualities determined by the contractor that reworked the products shall apply.
- 6.8 Force majeure (e.g. natural disasters, war, strikes, pandemic, lack of raw materials and energy, traffic and operational disturbances, fire and explosion damage) releases Seller from its performance obligations for the duration and to the extent of the force majeure event, and any deadlines shall be extended by the periods during which the aforementioned event or its effects persist, unless Seller is responsible for this event. This shall also apply to the extent that force majeure events and circumstances are present at the suppliers of Seller. If the force majeure events last longer than three (3) months, Seller shall be entitled to withdraw from the contract.

7. Liability in Case of Default in Performance

- 7.1 Seller shall be liable in accordance with the statutory provisions in the event of default in performance in cases of intent or gross negligence of Seller or of a representative or vicarious agent as well as in case of culpably caused injury to life, body or health. In other cases of default in performance, Seller's liability for damages (including compensation for futile expenditures) shall be limited to a total of ten (10) % of the value of the delivery.
- 7.2 Any further claims of the customer shall be excluded - even after expiry of any time limit set for Seller to perform. The limitation and exclusion shall not apply in case of culpable violation of essential contractual obligations (so-called cardinal obligations). Essential contractual obligations are obligations whose observance is of particular importance for achieving the purposes of the contract and on whose fulfilment the customer can typically rely. However, the claim for damages for the culpable violation of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another case according to clause 7.1 sentence 1 exists at the same time. The right of the buyer to withdraw from the contract remains unaffected.
- 7.3 Seller shall only be liable with regard to default in performance for its own fault and that of its vicarious agents. Seller shall not be liable for the fault of its suppliers as they are not its vicarious agents. However, Seller shall be obliged to assign to the customer upon request any claims it may have against its upstream supplier.

7.4 Insofar as liability for damages against Seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff members, representatives and vicarious agents of Seller.

7.5 The above provisions shall not entail a change in the burden of proof to the detriment of the customer.

8. Liability in Case of Impossibility in Performance

8.1 Seller shall be liable in accordance with the statutory provisions in the event of impossibility in performance in cases of intent or gross negligence of Seller or of a representative or vicarious agent as well as in case of culpably caused injury to life, body or health. In other cases of impossibility in performance, Seller's liability for damages (including compensation for futile expenditure) shall be limited to a total of ten (10) % of the value of the delivery.

8.2 Any further claims of the customer shall be excluded - even after expiry of any time limit set for Seller to perform. The limitation and exclusion shall not apply in case of culpable violation of essential contractual obligations (so-called cardinal obligations). Essential contractual obligations are obligations whose observance is of particular importance for achieving the purposes of the contract and on whose fulfillment the customer can typically rely. However, the claim for damages for the culpable violation of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another case according to clause 8.1 sentence 1 exists at the same time. The right of the buyer to withdraw from the contract remains unaffected.

8.3 Seller shall only be liable with regard to impossibility in performance for its own fault and that of its vicarious agents. Seller shall not be liable for the fault of its suppliers as they are not its vicarious agents. However, Seller shall be obliged to assign to the customer upon request any claims it may have against its upstream supplier.

8.4 Insofar as liability for damages against Seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff members, representatives and vicarious agents of Seller.

8.5 The above provisions shall not entail a change in the burden of proof to the detriment of the customer.

9. Liability for Defects

9.1 Unless expressly agreed otherwise, claims for defects shall become time-barred twelve (12) months after delivery by Seller to the customer.

9.2 The statutory periods of limitation shall apply to defects in a building or for products which have been used for a building in accordance with their normal use and have caused its defectiveness. The statute of limitations for recourse claims in the supply chain (§ 445b German Civil Code [BGB]) remains unaffected.

9.3 Seller shall be liable in accordance with the statutory provisions in cases of intent or gross negligence of Seller or of a representative or vicarious agent, in case of culpably caused injury to life, body or health as well as in case of claims in accordance with the German Product liability act [Produkthaftungsgesetz]. The same shall apply if Seller fraudulently concealed the defect or assumed a guarantee for the quality of the product.

9.4 In the case of the sale of used, i.e. not factory-new, products, in deviation from clause 9.1 claims for defects shall not exist. Clause 9.3 remains unaffected.

9.5 In case of justified complaints, Seller shall be entitled to determine the type of subsequent performance (replacement delivery, rectification of defects), taking into account the type of defect and the justified interests of the customer. This shall no longer apply if subsequent performance by Seller has failed twice. § 445a German Civil Code shall remain unaffected.

10. Liability in General

10.1 Seller shall be liable in accordance with the statutory provisions in the cases of intent or gross negligence of Seller or of a representative or vicarious agent as well as in case of culpably caused injury to life, body or health. Otherwise, Seller shall only be liable under the German Product Liability Act [Produkthaftungsgesetz], for the culpable breach of essential contractual obligations (so-called cardinal obligations) or if Seller has fraudulently concealed the defect or assumed a guarantee for the quality of the product. Essential contractual obligations are obligations whose observance is of particular importance for achieving the purposes of the contract and on whose fulfillment the customer can typically rely. However, the claim for damages for the culpable violation of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another case according to sentence 1 or 2 above exists at the same time.

10.2 The provisions of the above clause 10.1 shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, including for defects, for breach of duties arising from the contractual obligation or for claims based on tort. They shall also apply to the claim for compensation for futile expenditures. However, liability for default in performance shall be determined in accordance with section 7 of these General Terms and Conditions of Sale, liability for impossibility in performance in accordance with clause 8 of these General Terms and Conditions of Sale.

10.3 Insofar as liability for damages against Seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, workers, staff members, representatives and vicarious agents of Seller.

10.4 The above provisions shall not entail a change in the burden of proof to the detriment of the customer.

11. Intellectual Property Rights

11.1 The customer undertakes to inform Seller without delay of any claims of third parties with regard to intellectual property rights concerning the products and to let the Seller conduct the defense at its own expense. Seller shall be entitled to carry out necessary modifications based on the claims of third parties with regard to intellectual property rights at its own expense even if the products have been delivered and paid for.

11.2 If Seller is prohibited from manufacturing or delivering by a third party invoking an intellectual property right belonging to such third party, Seller shall be entitled - provided Seller is not responsible for the infringement of the intellectual property rights - to suspend work until the legal situation has been clarified by the customer

and the third party. If Seller cannot reasonably be expected to continue the order due to the delay, Seller shall be entitled to withdraw from the contract.

11.3 In cases where the customer provides materials and/or services the customer shall be liable to Seller for ensuring that those are free of third-party intellectual property rights and shall indemnify Seller against all corresponding third-party claims.

11.4 Drawings and samples provided to Seller shall be returned upon request, otherwise Seller shall be entitled to destroy them two (2) months after submission of the offer.

11.5 Seller reserves the right of ownership and copyright to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are to be regarded as confidential. Any disclosure to third parties shall require the express written consent of Seller.

12. Packaging

12.1 If the delivery is made in returnable containers (boxes or other reusable packaging), these shall be returned immediately free works, otherwise the containers shall be charged at cost price or at the return costs incurred by Seller.

12.2 Packing material is charged at cost price. Container and wagon rentals are at the expense of the recipient.

12.3 If Seller is obliged to take back the packaging used for transport and/or sale according to the applicable statutory provisions, the customer shall bear the costs for the return transport and the reasonable costs of recycling or - if this is possible and deemed appropriate by Seller - the reasonable costs additionally incurred for the reuse of the packaging. By placing his order, the customer undertakes and confirms to Seller that packaging which is not returned will be disposed of in accordance with the applicable regulations.

13. Supply of Spare Parts

After expiry of the warranty period Seller shall only be obliged to supply spare parts if Seller and the customer have concluded a corresponding written agreement.

14. Design, Tools

14.1 The customer's tests and inspections shall be decisive for the fault-free suitability of the design and material of the parts to be manufactured by Seller. All proposals, design drawings and other documents provided to the customer by Seller shall remain the property of Seller and may not be made available to third parties without written consent of Seller. Seller reserves the exclusive right to use these design drawings and the tools or operating equipment manufactured on the basis thereof. The customer shall be liable for the legal compliance of the use of the drawings, sketches, models etc. sent to Seller.

14.2 Tools and operating materials are charged separately. They shall remain the property of Seller, even if a share of the costs has been charged.

15. Confidentiality

15.1 The customer undertakes to treat as confidential, not to disclose to any third party and to ensure by appropriate measures that it does not come into the possession of third parties any commercial or technical details disclosed to it by Seller ("Information") for a period of five (5) years from disclosure of each Information.

15.2 The obligations of clause 15.1 do not apply to any Information which (i) is already generally available to the public or becomes available to the public through no breach of the confidentiality obligations set forth in clause 15.1, (ii) is legitimately received by the customer from a third party which is not under an obligation of confidentiality to the Seller, (iii) was already known to the customer prior to the receipt of the Information, (iv) is developed by the customer on its own and without breach of the confidentiality obligations set forth in clause 15.1, or (v) the customer is required by law to disclose pursuant to an order of a court of competent jurisdiction or governmental organization but only to the extent and for the purposes of such an order provided that the customer shall forthwith notify the Seller in writing of its obligations under the order. The customer seeking the benefit of such exception shall bear the burden of proving its existence.

15.3 If the parties have concluded, or conclude in future, a confidentiality agreement, said agreement shall prevail and replace the provisions of this section 15 as of its entry into force.

16. Business Principles

16.1 The customer shall observe and follow all applicable laws and rules of the countries in which it conducts business. In particular, the customer will not give any cash or non-cash gifts intended to influence the recipient.

16.2 Furthermore, the customer acknowledges his commitment to fair competition and will conduct business in line with generally accepted ethical values and principles.

16.3 The customer must comply with occupational safety and minimum wage laws in the countries in which it conducts business.

16.4 The customer shall comply with the applicable export control laws and regulations.

16.5 The customer shall follow and adhere to the principles set out in the Code of Conduct of Coroplast Group.

17. Data Privacy

17.1 If Seller makes personal data of its employees available to the customer within the scope of the performance of the contract or if the customer gains knowledge of these personal data in any other way, the customer may process them exclusively for the purpose of performing the contract. If personal data are processed on behalf of the customer, a corresponding agreement on the processing of personal data on behalf of the customer shall be concluded.

17.2 The Customer shall ensure that personal data is only made accessible to those employees of the Customer who are involved in the execution of the relevant contract and only to the extent necessary for the execution of this contract. The customer shall design its internal organization in such a way that it meets the requirements of the applicable data protection law, in particular the customer shall take technical and organizational measures to adequately protect the personal data against misuse and loss.

17.3 Upon termination of the relevant contract, the customer shall delete the personal data, including all copies made, in accordance with the statutory provisions.

18. Governing Law, Jurisdiction

- 18.1 These General Terms and Conditions of Sale and the contractual relationship between Seller and the customer shall be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (the Vienna CISG agreement).
- 18.2 In the event of a dispute between the parties relating to or arising hereunder the parties shall submit their dispute to the jurisdiction of the courts of Wuppertal, Germany. However, Seller shall also be entitled to bring any action before the courts of customer's general place of jurisdiction.

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