

General Terms and Conditions of Delivery and Payment

I. General

1. The following conditions apply to all our offers, sales, deliveries, and services and become part of the contract. They also apply if our contracting party is a private individual who acts professionally or commercially. They also apply to all future business relationships, even if they are not expressly agreed upon again.
2. We hereby expressly object to any deviating or supplementary general terms and conditions of the buyer. Our conditions apply even if we carry out the delivery unconditionally in the knowledge of the buyer's terms and conditions that conflict with or deviate from our terms. The buyer's terms and conditions do not apply, even if he bases his order or any other declaration on them.

II. Offers and Orders

1. Our offers are non-binding unless they are expressly designated as binding in written form. A valid contract is only concluded through our order confirmation or the delivery of the goods.
2. Measurements, weights, illustrations, drawings, and other documents belonging to our non-binding offers remain our property and are only approximately binding. They can only become part of the contract with our express written confirmation.

III. Doubtful Payment Ability

1. If circumstances come to light after the conclusion of the contract that cast doubt on the buyer's ability to pay, we can make further deliveries dependent on prepayment by the buyer. We can set the buyer a reasonable deadline for prepayment and withdraw from the contract if the prepayment is not made on time. The buyer may provide security by bank guarantee instead of prepayment. If we have already delivered the goods, the purchase price becomes immediately due, regardless of agreed payment terms, without any deduction.
2. Doubts about the buyer's ability to pay are particularly justified if insolvency proceedings have been applied for or if the buyer is not making payments to us or third parties on time.

IV. Prices

1. Our prices are „ex works” unless otherwise agreed with the buyer. Packaging costs are not included in the price.
2. Statutory VAT is not included in our prices and will be shown separately in the invoice at the statutory rate applicable on the invoice date.
3. If more than 4 months elapse between the day of the conclusion of the contract and the day of delivery, without a delay in delivery for which we are responsible, and if our valid price list has changed during this period, we can charge the list price applicable on the day of delivery instead of the agreed purchase price. We will send the buyer a correspondingly amended order confirmation before delivery. In this case, the buyer may withdraw from his order concerning the goods for which the price has been increased. The withdrawal must be declared in writing by the second working day after receipt of the amended order confirmation:
Sending by fax is sufficient.

V. Delivery Time and Delivery Quantity

1. All specified delivery dates are non-binding and are considered to be only approximately agreed upon unless expressly designated by us as binding. For non-binding delivery dates, a delivery within 5 days after the specified delivery time is still considered timely.
2. If we are unable to meet an expressly agreed deadline due to our fault or become delayed for other reasons, the buyer must

grant us a reasonable extension, starting at 12 days. After the unsuccessful expiration of this extension, the buyer is entitled to withdraw from the contract.

3. If performance is temporarily impossible or significantly hindered due to force majeure or other extraordinary and unavoidable circumstances, the agreed delivery time shall be extended by the duration of the performance hindrance. The same applies to a statutory or buyer-imposed deadline for performance, particularly for grace periods in case of delay.
4. Before the expiration of the extended delivery time or performance deadline as per Section 3, the buyer is neither entitled to withdraw nor to claim damages. If the hindrance to performance lasts longer than 2 weeks, both the buyer and we are entitled to withdraw, provided the contract has not yet been fulfilled. If the buyer is contractually or legally entitled to withdraw (e.g., due to loss of interest) without a grace period, this right remains unaffected.
5. In the event of any delivery delays that are not based on intent or gross negligence, claims for damages of any kind are excluded.
6. The contractor is entitled to exceed or reduce deliveries by up to 20% of the ordered quantity:
 - a. Corrugated cardboard: up to 500 pieces $\pm 20\%$, up to 3,000 pieces $\pm 15\%$, over 3,000 pieces $\pm 10\%$.
 - b. Solid cardboard: up to 5,000 pieces $\pm 25\%$, up to 30,000 pieces $\pm 20\%$, over 30,000 pieces $\pm 10\%$
 - c. Custom orders with printing: for quantities under 50,000 pieces and for combined orders with changing print images within the print run, as well as sales by weight (for weights under 500 kg) up to 30% of the ordered quantity.

The actually delivered quantity will be charged.

VI. Dispatch

1. Dispatch occurs at the buyer's expense. Risk passes to the buyer upon loading of the goods, even if free delivery is agreed upon and/or dispatch is done with our own vehicles. We are not obligated to provide transport insurance.
2. Unless expressly agreed otherwise in writing, we are entitled to partial deliveries within reasonable limits, which will be billed individually.

VII. Payment

1. Our invoices are to be paid within 14 days from the invoice date without deduction.
2. As a general rule, the delivery note date is the same as the delivery date/performance date.
3. The buyer is in default without a reminder from our side if they do not pay the purchase price within 7 days after due date and receipt of the invoice or an equivalent payment statement.
4. If the buyer is in default with a payment, all their payment obligations arising from the business relationship with us—including those for which bills of exchange have been issued—become immediately due. In this case, we are entitled to demand interest at the legally stipulated rate from that point onward. Proof of higher damage by the seller remains reserved. Bills of exchange are only accepted for fulfilment after prior agreement and provided they are discountable without granting a cash discount. Payments made by check or bill of exchange are also only accepted for fulfilment. The claim for the purchase price expires only after complete redemption of the bills of exchange. Exchange and discount expenses are charged separately and are to be paid immediately without deduction.
5. The buyer is only entitled to offset claims, even if complaints about defects or counterclaims are asserted, if the counterclaims are legally established, acknowledged by the seller, or undisputed. The buyer is only entitled to exercise a

right of retention if their counterclaim is based on the same purchase contract.

VIII. Warranty/Liability

1. The buyer must examine the received goods for completeness, transport damages, obvious defect, quality, and their characteristics. Obvious defects must be reported by the buyer to us in writing within 5 days of delivery of the contract subject.
2. We are not obliged to provide warranty if the buyer has not reported an obvious defect in a timely written manner. The warranty period is always 1 year from the transfer of risk unless the law provides for a mandatory longer warranty period. To the extent that a defect in the goods for which we are responsible exists and has been reported by the buyer in a timely written manner, we are obliged to fulfil our warranty obligations, excluding the buyer's rights to withdraw from the contract or reduce the purchase price, unless we are entitled to refuse the warranty fulfilment under statutory provisions. The buyer must grant us a reasonable period for each individual defect for warranty fulfilment.
3. Warranty fulfilment can occur at the buyer's choice either by rectifying the defect or by supplying new goods. We are entitled to refuse the warranty fulfilment chosen by the buyer if it is only associated with disproportionate costs. During the warranty fulfilment, the buyer is excluded from reducing the purchase price or withdrawing from the contract. A subsequent remedy is considered to have failed after the second unsuccessful attempt. If the warranty fulfilment has failed or the seller has entirely refused warranty fulfilment, the buyer can choose to demand a reduction of the purchase price (reduction) or declare withdrawal from the contract.
4. The buyer can only assert claims for damages under the following conditions due to the defect after the warranty fulfilment has failed or is refused by us. The buyer's right to assert further claims for damages under the following conditions remains unaffected.
5. For intentional or grossly negligent breaches of duty, as well as for damages resulting from injury to life, body, or health, we are fully liable under statutory provisions. Furthermore, we are only liable if the breached contractual obligation is of essential importance for achieving the contract purpose, and only limited to the amount of typically foreseeable damages.
6. The limitation of liability in Section 5 applies accordingly to other than contractual claims for damages, particularly claims arising from tort, with the exception of claims under the Product Liability Act. It also applies in favour of our employees, workers, representatives, and agents.
7. To the extent that we have provided a quality and/or durability guarantee regarding the goods or parts thereof, we are also liable within the scope of this guarantee. For damages that result from the lack of guaranteed quality or durability but do not occur directly on the goods, we are only liable if the risk of such damage is evidently covered by the quality and durability guarantee.
8. We are also liable for damages caused by simple negligence, provided this negligence pertains to the breach of contractual obligations whose compliance is of particular importance for achieving the contract purpose (cardinal obligations). However, we are only liable to the extent that the damages are typically associated with the contract and foreseeable. In cases of simple negligent breaches of non-essential ancillary obligations, we are otherwise not liable. The liability limitations contained in Section 7 also apply to the liability of the seller's legal representatives, executives, and other agents.
9. There is no liability for contractual breaches resulting from circumstances beyond our control, such as labour disputes, unavoidable operational disruptions, unavailability of raw materials, civil unrest, governmental measures, energy supply disruptions, lack of necessary transport capacity, or other unavoidable events (force majeure).

10. Further liability is excluded regardless of the legal nature of the asserted claim. To the extent that the seller's liability is excluded or limited, this also applies to the personal liability of its employees, workers, representatives, and agents.

IX. Retention of Title

1. We reserve the expressly extended and expanded retention of title to the goods (retained goods) until all payments from the purchase contract have been received. The delivered goods will only transfer ownership to the buyer once they have fulfilled all their obligations arising from the business relationship, including ancillary claims, claims for damages, and redemption of checks and promissory notes. In the case of the check-promissory note procedure, the retention of title in all its forms does not cease with the check payment but only with the redemption of the promissory note. In the case of processing, combining, or mixing with other goods not owned by the buyer, we shall have co-ownership in proportion to the invoice value of our goods to those other goods at the time of processing, combining, or mixing. This also applies in cases where our goods are processed, performed by us as the manufacturer (§ 950 BGB).
2. The buyer may only sell our retained goods in the ordinary course of business, while passing on the retention of title, and only as long as they are not in payment default. Claims for purchase prices from the resale of our retained goods are hereby assigned to us up to the amount of their invoice value until all our claims are settled. Upon request, the buyer must promptly provide us with a list of the assigned claims. The buyer is revocable authorized to collect these claims.
3. The buyer is obliged to insure the purchased item at their own expense against fire, water, and theft damage at its replacement value. If maintenance and inspection work is required, the buyer must carry this out at their own expense in a timely manner.
4. The buyer must inform us in writing without delay of any third-party claims, especially enforcement measures and other encroachments on their property. The buyer must compensate us for any damages and costs arising from a breach of this obligation and for necessary measures taken to protect against third-party claims.
5. If the buyer fails to fulfil their payment obligation despite a reminder from us, we may demand the return of the retained goods still owned by them without prior setting of a deadline. The buyer shall bear the transportation costs incurred in this process. The seizure of the retained goods by us always constitutes a withdrawal from the contract. After retaining the retained goods, we are entitled to dispose of them. The proceeds from the disposal will be set off against our outstanding claims.

X. Place of Performance

The place of performance for payments is Ilmenau, and for our deliveries of goods, the shipping location.

XI. Data Processing

The buyer agrees that we may process the data received about the buyer in connection with the business relationship in compliance with the Federal Data Protection Act for our own business purposes, in particular to store or transmit it to a credit protection organization, as long as this is done within the purpose of the contract or is necessary to safeguard our legitimate interests and there is no reason to believe that the buyer's legitimate interest in excluding the processing, particularly the transmission, of this data outweighs this.

XII. Severability Clause

Amendments or additions to the contract or these General Terms and Conditions must be in writing to be effective. Should any provision of these General Delivery and Payment Terms be or become ineffective or unenforceable, the validity of the remaining

provisions of the General Delivery and Payment Terms shall not be affected.

XIII. Place of jurisdiction and applicable law

1. The contractual relationship between the buyer and BB PACK shall be governed exclusively by German law. The application of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as private international law (including its conflict-of-law rules), is excluded.
2. The buyer is not entitled to assign claims arising from the purchase contract without the seller's consent.

3. For all disputes arising from this contract, the place of jurisdiction shall be Stuttgart (for local court proceedings, the local court of 70190 Stuttgart), provided the buyer is a merchant under the German Commercial Code, a legal entity under public law, or a special fund under public law. This also applies to obligations involving bills of exchange, checks, and claims for damages of any kind. However, BB PACK is entitled to file a lawsuit at the buyer's place of business.

Key supplier data

BB PACK GmbH, Industriestraße 2, 99869 Drei Gleichen / OT Wechmar
Commercial Register No.: HRB 50 33 31 AG Jena
VAT Identification No.: DE 262877699
Managing Directors: Astrid Voß, Bernd Reckmann