

General Terms and Conditions of Delivery and Service of UCON Container System GmbH

1. Validity, Offers

- 1.1. These General Terms and Conditions apply to all deliveries of goods ("**Goods**"), as well as provision of services ("**Services**") and work performance ("**Work**") agreed between UCON Container System GmbH ("**we**" or "**us**") and other entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law (each a "**Customer**"), including future deliveries. We hereby expressly object to the applicability of the Customer's terms and conditions of purchase which shall not be considered even if we do not expressly object to them again after receipt.
- 1.2. This document, together with any other documents agreed between us and the Customer, constitutes the entire agreement (the "**Agreement**") between all parties involved in our provision of Goods, Work and/or Services to the Customer and supersedes all previous forms of terms and conditions issued by us to the Customer.
- 1.3. Our offers are non-binding. Verbal agreements, confirmations, assurances and guarantees made by our employees in connection with the conclusion of a contract shall only become binding upon our written confirmation.
- 1.4. In case of doubt, the latest version of the Incoterms issued by the International Chamber of Commerce (ICC) shall be decisive for the interpretation of trade terms.
- 1.5. All information, such as dimensions, weights, illustrations, descriptions, assembly sketches and drawings in offers and other printed matter are only approximate and in this respect are not binding for us. Models, drawings and other production materials remain our property, even if the Customer has contributed to their costs. Unless otherwise agreed in a separate contract, the obligation to store such information shall end 6 months after delivery of the last order processed with them. Licences to our industrial property rights shall only be granted if expressly agreed in writing.

2. Prices, Terms of Payment, Securities

- 2.1. Unless otherwise agreed, the prices/conditions valid at the time of conclusion of the contract shall apply plus VAT.
- 2.2. If the delivery of Goods or the provision of Services or Work takes place more than four months after the signing of the respective individual contract, we reserve the right to increase the contractually agreed price by written notification at any time before dispatch of the Goods or provision of the Service or Work to the extent that (i) our costs increase due to fluctuations in foreign exchange trading, currency regulations, changes in customs duties and fees, increases in raw material prices and energy prices, personnel or transport costs and (ii) such cost increases are beyond our reasonable control. Increases in one type of cost shall only result in a price increase to the extent that such increase in costs is not compensated by any decrease in other types of costs.
- 2.3. Unless otherwise agreed or stated in our invoices, payment shall be due immediately after delivery of the Goods – or in the case of Services upon provision of the Service, or in the case of Work after acceptance – without deduction and shall be made in such a way that we can dispose of the amount on the due date. The costs of payment transactions shall be borne by the Customer. The Customer may only offset claims against our claims in the event that such claims are undisputed, have been legally established by a competent court or are reciprocal to our claims; the same shall apply to the exercise of rights of retention.
- 2.4. If the term of payment is exceeded or in the event of default, we shall be entitled to charge interest at a rate of nine (9) percentage points above the base rate of the European Central Bank, unless higher interest rates have been agreed. We reserve the right to assert further claims for damages.
- 2.5. If it becomes apparent after conclusion of the contract that our claim for payment is jeopardised by the Customer's inability to pay, we shall be entitled to the rights under Section 321 BGB (defence of uncertainty). We shall then also be entitled to bring all claims from the current business relationship with the Customer that are not time-barred to maturity. Furthermore, we shall be entitled to demand advance payments or securities for future orders of Goods, Services or Work.
- 2.6. An agreed discount shall always relate only to the invoice value excluding freight and shall require the full settlement of all due liabilities of the Customer at the time of the discount. Discount periods shall commence on the invoice date.
- 2.7. We are entitled to offset all claims to which we are entitled against the Customer against all claims to which the Customer is entitled against us, irrespective of the legal grounds. Sections 392-394 BGB remain unaffected.
- 2.8. We are entitled to securities for our claims in the usual manner and to the usual extent, even if they are conditional or limited in time.

3. Execution of Deliveries, Work or other Services; Delivery, Work and Service Deadlines and Dates

- 3.1. When providing Services or Work, we are authorised to subcontract such Services or Work to third parties (subcontractors).
- 3.2. Our delivery and/or performance obligation is subject to correct and timely self-delivery, unless we are responsible for the incorrect or delayed self-delivery.
- 3.3. Information on delivery or performance times is approximate, unless a fixed period or a fixed date has been expressly confirmed or agreed. Delivery or performance periods shall commence on the date of our order confirmation and shall only apply subject to the timely clarification of all details of the order and the timely fulfilment of all obligations of the Customer, such as the provision of all official certificates/approvals, the provision of letters of credit and guarantees or the making of advance payments. If such actions by the Customer are required during the execution of the contract, the delivery or performance period shall be extended by the period by which the delivery or performance is delayed due to the Customer's lack of or inadequate cooperation. The Customer shall reimburse us for all costs arising from any delay (in particular the costs of storing the Goods or Work). Section 645 BGB remains unaffected.
- 3.4. The time of dispatch ex works or ex warehouse shall be decisive for compliance with delivery periods and deadlines. They shall be deemed to have been met upon notification of readiness for dispatch if the Goods cannot be dispatched on time through no fault of our own.
- 3.5. Events of force majeure shall entitle us to postpone delivery of Goods, as well as provision of Service or Work for the duration of the hindrance plus a reasonable start-up period. This shall also apply if such events occur during an already existing delay. Force majeure shall include currency, trade policy and other sovereign measures, strikes, lockouts, operational disruptions through no fault of our own (e.g. fire, machine damage, shortage of raw materials or energy), obstruction of transport routes, delays in import and customs clearance and all other circumstances which, through no fault of our own, make the delivery, or the provision of Service or Work significantly more difficult or impossible and were not foreseeable at the time the contract was concluded. It is irrelevant whether these circumstances affect us, our supplier or a subcontractor. If the performance of the contract becomes unreasonable for one of the parties due to the aforementioned events, in particular if the performance of essential parts of the contract is delayed by more than 6 months, the non-affected party may terminate the contract with effect for the future.
- 3.6. In the event of non-compliance with the delivery and/or performance deadlines, the Customer shall only be entitled to the rights under Sections 281, 323 BGB if he has set us a reasonable deadline for delivery and/or performance.
- 3.7. In the event of default, we shall be liable in accordance with Sec. 11 for the damage caused by delay proven by the Customer. We shall inform the Customer of the duration of the delay within a reasonable period of time. As soon as the duration of the delay becomes known, the Customer shall inform us immediately of the amount of the anticipated damage caused by the delay.

4. Change Orders

- 4.1. If the order is invoiced on a time and material basis, the Customer may request changes to the order at any time. We are only obliged to fulfil the request for change within the scope of our operational capabilities. If we accept the change to the order, earlier cost estimates and schedules shall become unbinding, even if they are not replaced by corrected cost estimates and schedules. However, we shall

prepare corrected cost estimates and schedules at the request and expense of the Customer. If we do not accept the change to the order, the agreed performance deadlines shall be extended by the number of Working days on which the Work was interrupted due to the examination of the change request.

- 4.2. If the order is invoiced on the basis of fixed prices, we shall be entitled to reject a change request from the Customer with regard to the originally placed order. If we are prepared to consider such a change request, we shall inform the Customer of the scope of the desired change. The Customer is obliged to respond to this notification within seven working days. By agreeing to the scope of the change, the Customer also agrees to bear the additional costs arising from the change. If the Customer does not send its approval, the change request shall be deemed cancelled.
- 4.3. We shall be entitled, irrespective of an overall acceptance, to invoice additional work at our own discretion either after completion or to make it dependent on appropriate advance payments being made.
- 4.4. If we recognise during the execution of the order that changes are required with regard to the facts and requirements that have been developed in the meantime, we will inform the Customer hereof and submit a change proposal. The Customer shall be obliged to respond to the change proposal within seven working days. Sec. 4.2 shall apply accordingly.

5. Retention of Title

- 5.1. All Goods delivered or Work performed shall remain our property ("Reserved Goods") until fulfilment of the respective balance claims to which we are entitled within the scope of the business relationship and the claims which are unilaterally established by the insolvency administrator by way of an election of fulfilment.
- 5.2. The handling and processing of the Reserved Goods shall be carried out for us as manufacturer within the meaning of Section 950 BGB, without any obligation on our part. If the Reserved Goods are processed, combined or mixed with other goods by the Customer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods used. If our ownership expires as a result of combining or mixing, the Customer hereby transfers to us the ownership rights to which he is entitled to the new stock or item in the amount of the invoice value of the Reserved Goods to the invoice value of the main item and shall keep them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be Reserved Goods within the meaning of Sec. 5.1.
- 5.3. The Customer may only sell the Reserved Goods in the ordinary course of business at his normal terms and conditions and as long as he is not in default of payment, provided that the payment claims arising from the resale in accordance with Sec. 5.4 to 5.6 are assigned to us. The Customer is not authorised to dispose of the Reserved Goods in any other way.
- 5.4. The payment claims from the resale of the Reserved Goods are hereby assigned to us together with all securities that the Customer acquires for the payment claim. Such objects of assignment shall serve as security to the same extent as the Reserved Goods. If the Reserved Goods are sold by the Customer together with other goods not sold by us, the payment claim from the resale shall be assigned to us in the ratio of the invoice value of the Reserved Goods to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares in accordance with Sec. 5.2 the payment claim shall be assigned to us in a ratio corresponding to our co-ownership share.
- 5.5. The Customer is authorised to collect payment claims arising from the resale. This authorisation shall expire in the event of our revocation, but at the latest in the event of default of payment, non-redemption of a bill of exchange or application for the opening of insolvency proceedings. We shall only make use of our right of revocation if it becomes apparent after conclusion of the contract that our claim to payment from this or other contracts with the Customer is jeopardised by the Customer's inability to pay. At our request, the Customer is obliged to inform his customers immediately of the assignment to us and to hand over to us the documents required for collection.
- 5.6. An assignment of payment claims from the resale to any third party is not permitted unless the assignment takes place in the course of genuine factoring which is notified to us and in which the factoring proceeds exceed the value of our secured claim. Our claim shall become due immediately when the factoring proceeds are credited.
- 5.7. The Customer shall inform us immediately of any seizure or other impairment by third parties. The Customer shall bear all costs that have to be incurred for the cancellation of the seizure or for the return transport of the Reserved Goods, insofar as they are not reimbursed by third parties.
- 5.8. If the Customer defaults on payment or fails to honour a bill of exchange on the due date, we shall be entitled to withdraw from the contract and take back the Reserved Goods. The same applies if it becomes apparent after conclusion of the contract that our claim to payment from this contract or from other contracts with the Customer is jeopardised by the Customer's inability to pay. The provisions of the German Insolvency Code (InsO) remain unaffected.
- 5.9. If the invoice value of the existing securities exceeds the secured claims including ancillary claims by more than 50 % in total, we are obliged to release securities of our choice at the request of the Customer.

6. Dimensions, Weights and Quality

- 6.1. In the absence of an agreement, dimensions, weights and grades shall be determined in accordance with the DIN/EN standards or material sheets applicable at the time of conclusion of the contract; in the absence of such standards or sheets, they shall be determined in accordance with commercial practice. Deviations in quality, dimension and weight are permissible in accordance with DIN/EN or commercial practice. References to standards, such as DIN/EN or their components, such as material sheets, test certificates and test standards as well as information on dimensions, weights, quality and usability are not assurances or guarantees, nor are declarations of conformity, manufacturer's declarations and corresponding labelling such as CE and GS.
- 6.2. The weighing carried out by us or our supplier shall be decisive for the weights. Proof of weight shall be provided by presenting the weighing slip. To the extent permitted by law, weights can be determined without weighing according to standards. The customary additions and deductions (commercial weights) remain unaffected by this. Quantities, bundle numbers etc. stated in the dispatch note are not binding for Goods calculated by weight. Unless individual weighing is normally carried out, the total weight of the delivery shall apply. Differences compared to the calculated individual weights shall be distributed proportionately.

7. Acceptance

- 7.1. If an acceptance has been agreed and cannot necessarily take place exclusively at another location, acceptance shall take place at the supplying plant or in our warehouse immediately after notification of readiness for acceptance. The costs of personnel required for the acceptance procedure shall be borne by the Customer, the costs of material required for the acceptance procedure shall be charged to the Customer in accordance with our price list or the price list of the supplying plant.
- 7.2. If the Goods or the Work are not accepted, not accepted on time or not accepted in full through the fault of the Customer, we shall be entitled to dispatch the Goods or Work without acceptance or to store them at the expense and risk of the Customer and to charge the Customer for such storage.

8. Dispatch, Transfer of Risk, Packaging, Partial Delivery

- 8.1. Delivery shall be carried out ex works (EXW, Incoterms® 2020) Hausach, which is also the place of fulfilment. If requested by the Customer, the Goods or Work can be delivered to another destination at the Customer's expense (delivery to a place other than the place of fulfilment). We shall determine the route and type of transportation as well as the forwarding agent and carrier.
- 8.2. Goods or Work notified to be ready for delivery in accordance with the contract shall be called off or accepted immediately, otherwise we shall be entitled to send them to the Customer after a reminder (*Mahnung*) - unless a reminder (*Mahnung*) is not required by law - at our discretion at the expense and risk of the Customer or to store them at our discretion and invoice them to the Customer immediately. The statutory provisions on default of acceptance shall remain unaffected.
- 8.3. If we are responsible for organising the transport on the basis of a separate agreement and if, through no fault of our own, transport by the intended route or to the intended place within the intended time becomes impossible or significantly more difficult, we shall be entitled to deliver by another route or to another place; additional costs incurred shall be borne by the Customer. The Customer shall be given the opportunity to give its opinion beforehand.

- 8.4. When the Goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or the supplying plant, the risk, including the risk of confiscation of the Goods, shall pass to the Customer for all transactions, including carriage paid and carriage forward deliveries. Insurance shall only be taken out by us at the instruction and expense of the Customer. The obligation and costs of unloading shall be borne by the Customer.
- 8.5. If acceptance is required, the risk shall pass to the Customer upon acceptance. Except of an acceptance according to Sec. 7.1 a Work shall be deemed to have been accepted if
- the Work has been performed,
 - a reasonable period set by us to the Customer for acceptance has expired or the Customer has started to use the Work and six (6) working days have passed since delivery and
 - the Customer has failed to expressly accept the Work within this period for a reason other than a defect notified to us which makes the use of the Work impossible or significantly impairs it.
- 8.6. We are legally obliged to take back certain packaging (e.g. transport packaging or certain sales and secondary packaging) from our Customers free of charge on request. The purpose of this take-back obligation is, among other things, to reduce the impact of packaging waste on the environment and promote recycling by collecting it by type and recycling it properly. If you wish us to take back packaging, please contact your UCON contact person [or: e-mail address, telephone number or similar].
- 8.7. We are entitled to make partial deliveries of Goods to a reasonable extent. If and to the extent that a Work is divisible ("Partial Performance") and the Customer has no interest in a Partial Performance, we are not entitled to Partial Performance.

9. Call-off Orders, Continuous Deliveries

- 9.1. In the case of contracts with continuous delivery, call-offs for approximately equal monthly quantities shall be submitted to us; otherwise we shall be entitled to make such determinations ourselves at our reasonable discretion.
- 9.2. If the individual call-offs exceed the contractual quantity in total, we shall be entitled, but not obliged, to deliver the excess quantity. We may invoice the excess quantity at the prices valid at the time of the call-off or delivery.
- 9.3. In the case of call-off orders, Goods notified as ready for dispatch shall be called off immediately, otherwise we shall be entitled, after issuing a reminder (*Mahnung*), to dispatch them at the expense and risk of the Customer at our discretion or to store them at our discretion and invoice them immediately.

10. Warranty; Limitation Period

- 10.1. The Goods or Work are in accordance with the contract if they comply with the agreed specifications at the time of the transfer of risk; if no specifications have been agreed, the delivery of Goods shall be based on the corresponding product-specific technical data sheet, which shall be handed over to the Customer during the product launch and upon request. Liability for a specific intended use or a specific suitability is only assumed insofar as this has been expressly agreed; otherwise the risk of suitability and use is borne exclusively by the Customer, who shall check whether the Goods or Work supplied by us are suitable for the purpose intended by the Customer. We shall not be liable for deterioration or destruction or improper handling of the Goods or Work after the transfer of risk.
- 10.2. Claims of the Customer due to the delivery of defective Goods require that the Customer has properly fulfilled his statutory obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- 10.3. Except in cases in which we act fraudulently and subject to Sec. 11.4 all claims for defects shall be subject to a 12 months limitation period from delivery or, if acceptance is required, from acceptance. If the object of performance is a building or an item that has been used for a building in accordance with its customary use and has caused its defectiveness, the statutory provisions on the limitation period shall apply.
- 10.4. In the event of a defect, we may, at our discretion, provide subsequent fulfilment either by a replacement delivery resp. new manufacture or repair. In doing so, we shall take the interests of the Customer into account. If the subsequent fulfilment within a reasonable period of time fails, the Customer shall set us an additional reasonable deadline for the subsequent fulfilment. If such additional deadline expires without successful remedy of the defect by us the Customer may either reduce the price, withdraw from the contract or claim damages. Sec. 11 remains unaffected.
- 10.5. In the event of a defect of title, we shall be entitled to subsequent fulfilment by remedying the defect of title within a reasonable period of time. Sec. 10.4 shall apply accordingly.
- 10.6. We may refuse subsequent fulfilment if it is only possible at excessive cost. Excessive costs are generally deemed to exist if the direct costs of subsequent fulfilment, including the necessary expenses, exceed 150% of the final invoice value (excluding VAT) of the Goods or Work concerned. We shall not be liable for expenses incurred as a result of the Goods or Work being taken to a place other than the agreed place of fulfilment, unless this corresponds to their contractually agreed use.
- 10.7. After the Customer has carried out an agreed acceptance of the Work, claims for defects that are detectable during the agreed type of acceptance and which are known to the Customer are excluded.
- 10.8. In the event of complaints, the Customer shall immediately give us the opportunity to inspect the rejected Goods or Work. Upon request, the rejected Goods or Work shall be made available to us at our expense. In the event of unjustified complaints, we reserve the right to invoice the Customer for the freight and processing costs as well as the costs of the inspection.
- 10.9. In the case of Goods that have been sold as declassified material, the Customer shall not be entitled to any claims for defects with regard to the stated reasons for declassification and such other defects that can usually be expected given the declassification of the Goods.
- 10.10. The provision of samples or specimens etc. as well as consultancy services, information and recommendations regarding the use, processing and possible applications of our Goods or other services do not constitute any guarantee of quality characteristics, unless otherwise agreed in writing. We provide technical information or advice that is not included in our contractually agreed scope of services free of charge and subject to the exclusion of any liability; Sec. 11.4 remains unaffected.

11. General Limitation of Liability and Limitation period

- 11.1. Any liability for damages, regardless of its legal basis, is subject to the following limitations.
- 11.2. Our liability - irrespective of the legal grounds - is limited to damages caused by us, our managing directors, legal representatives, employees or other vicarious agents intentionally, through gross negligence or through culpable breach of material contractual obligations. "Material contractual obligations" refers to contractual obligations whose fulfilment characterises the contract and which are of essential importance for achieving the purpose of the contract and whose breach would endanger the subject matter of the contract.
- 11.3. In cases of slightly negligent breach of material contractual obligations, our liability is limited to damages that are typical for comparable transactions and that were foreseeable at the time the contract was concluded or at the latest at the time of the breach.
- 11.4. Liability under the German Product Liability Act (ProdHaftG), due to the absence of guaranteed characteristics and due to death, physical injury or damage to health, as well as due to other mandatory legal provisions, shall remain unaffected by the above limitations.
- 11.5. Claims for damages under this Sec. 11 shall be subject to the statutory limitation periods. A claim for damages due to breach of the obligation to subsequent fulfilment in accordance with §§ 437 No. 1, 439 BGB shall only exist if during the limitation period in accordance with Sec. 10.3 (i) the Customer has demanded subsequent fulfilment and (ii) we have breached our duty of subsequent fulfilment.

12. Proof of Export, Value Added Tax

- 12.1. If a Customer is resident outside the Federal Republic of Germany (foreign Customer) or its authorised representative collects Goods or a Work or transports or dispatches them to a third country, the Customer shall provide us with the proof of export required for tax purposes. If this proof is not provided, the Customer shall pay the value added tax on the invoice amount attributable to the delivery within the Federal Republic of Germany, unless we can claim the tax exemption for export deliveries.
- 12.2. In the case of deliveries from the Federal Republic of Germany to other EU member states, the

Customer shall inform us prior to delivery of his VAT identification number under which he carries out the purchase taxation within the EU. Otherwise, in addition to the agreed purchase price, the Customer shall pay the amount of VAT legally owed by us for our deliveries.

13. Data Protection

We only collect, process or use personal data in accordance with data protection regulations. Details can be found in our privacy policy, which is available at <https://uconcs.com/en/privacy-policy/> and can also be requested from us at any time.

14. Place of Jurisdiction and Applicable Law

- 14.1. The place of jurisdiction for all legal disputes arising from the business relationship between us and the Customer shall be Freiburg i. Br., Germany. We are also entitled to sue the Customer at the place of its registered office (seat).
- 14.2. The laws of the Federal Republic of Germany shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

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