

1. Scope of Application

- 1.1.** The present terms and conditions of purchase of Silver Plastics GmbH & Co KG (hereinafter „Terms and Conditions of Purchase“) apply to all purchases (including services) of Silver Plastics GmbH & Co KG (hereinafter referred to as „Silver Plastics“) from merchants.
- 1.2.** Any deviating or additional terms and conditions of the seller shall apply only with Silver Plastics' prior express written consent, otherwise such terms and conditions are hereby expressly rejected. Counter-confirmations of the seller with reference to his terms and conditions of business or sale are also hereby also contradicted. These Terms and Conditions of Purchase shall apply even if Silver Plastics accepts the delivery without reservation in the knowledge that the seller's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.
- 1.3.** If the seller deviates from these Terms and Conditions of Purchase in any letter of confirmation, the seller is obliged to inform Silver Plastics of this fact. If Silver Plastics does not explicitly agree to these deviations in writing, the contract is valid according to these Terms and Conditions of Purchase.
- 1.4.** These Terms and Conditions of Purchase shall also apply to all future contracts with the seller, even if they are not expressly agreed again.

2. Delivery

- 2.1.** If the seller is in default of performance, a claim against him shall exist in the amount of the statutory interest rate. Silver Plastics reserve the right to assert higher damages caused by default. Silver Plastics expressly object to any limitation of the amount or limitation to certain cases of liability.
- 2.2.** The delivery is due on the agreed delivery date. If the seller is in default, he will be in default after this date. As soon as the seller expects to be unable to meet agreed delivery dates, he must notify Silver Plastics immediately in writing, stating the reasons and the expected duration of the delay. If Silver Plastics agrees in writing after the written notification with a certain time exceeding, there will be no delay in this respect. In this case, the originally agreed delivery dates are replaced by the newly agreed dates, for which all legal consequences according to these Terms and Conditions of Purchase apply.
- 2.3.** Silver Plastics expressly reserves the right not to agree to a new delivery date in the event of a significant time overrun. A „material“ time out of the seller's schedule is when Silver Plastics suffers restrictions in production and business operations.
- 2.4.** Partial deliveries are only permitted if Silver Plastics has accepted them in writing beforehand.
- 2.5.** Delivery quantities, which exceed the quantity ordered by Silver Plastics by a maximum of 10% (hereinafter „additional delivery“), can be accepted by Silver Plastics even after delivery. The acceptance of an excess delivery is at the discretion of Silver Plastics. The seller has no right to accept an excess delivery. Delivery quantities, which exceed the quantity ordered by Silver Plastics by more than 10 %, will be accepted by Silver Plastics in principle only after prior written consent. If Silver Plastics does not accept the excess delivery, the seller takes back the excess delivery at his own expense.
- 2.6.** The seller will take back incorrect deliveries and incorrect orders.. The costs of an incorrect delivery are borne by the seller, the return costs of an incorrect order are borne by Silver Plastics.

3. Pricing

- 3.1.** Any prices or price conditions agreed in writing, which are currently agreed, do not bind Silver Plastics for further purchases in the future.
- 3.2.** The price on which a purchase is based shall be deemed to be a fixed all-inclusive price which covers the object of the purchase and all ancillary services provided by the seller. This also applies in particular to storage, delivery, transport and shipping costs.

4. Warranty, Guarantee

- 4.1.** The seller shall be liable without limitation in accordance with the statutory provisions on warranty under the law on sales. This shall also apply to claims for damages arising from breach of duty and from tort as well as to claims for damages due to bad or non-performance.
- 4.2.** The seller guarantees that the goods delivered by him comply with the legal provisions of the country in which the goods are intended to be delivered and sold in accordance with their composition, quality, packaging, declaration and goods specification. The seller guarantees that the delivery will be carried out in accordance with the contract and with due care and attention, in particular that the contractually agreed specifications will be met.
- 4.3.** The seller further warrants that the goods are free from any third-party rights, in particular that the goods are not subject to any third-party property rights or other third-party rights, such as domestic or foreign industrial property rights, which could be infringed by the delivery to Silver Plastics or by resale of the goods to end users.
- 4.4.** In case that third parties claim such rights on the goods, the seller - without prejudice to further rights of Silver Plastics - is obliged to clarify the justification of the claims immediately in coordination with Silver Plastics. The seller will indemnify Silver Plastics and the customers of Silver Plastics against claims of third parties, such as for example from infringements of copyrights, trademark rights or patents. This indemnification obligation of the seller is not limited in amount. The warranty liability of the seller also extends to the sub-suppliers of the seller. The indemnification obligation also extends to the costs arising from any necessary legal defense. The assertion of a further damage, which Silver Plastics or the customers of Silver Plastics suffer, is reserved.
- 4.5.** The seller waives his right under the fiction of approval of § 377 (2) of the German Commercial Code (Handelsgesetzbuch, HGB) insofar as the defect to be notified is not obvious.
- 4.6.** Unless otherwise contractually agreed, the transfer of risk in case of delivery of goods shall take place at the place of the delivery address and the consignments shall travel at the risk of the seller.
- 4.7.** Unless otherwise expressly agreed in the contract, the statutory warranty period shall apply from the date of transfer of risk. Recognizable defects, which occur within the warranty period, will be reported by Silver Plastics to the seller immediately. Within the scope of the warranty, Silver Plastics can first demand subsequent performance by setting an appropriate deadline. After expiration of an appropriate period of time or after two unsuccessful attempts of supplementary performance Silver Plastics can, at its own discretion, withdraw from the contract, reduce the purchase price or demand compensation. The right to claim damages is not excluded by the withdrawal. Replacements and improvements are to be warranted in the same way as for the object of performance itself. After expiry of the warranty period, the seller remains liable for hidden defects. Such defects must be reported immediately after their discovery.

5. Quality and Obligation to inform

- 5.1.** The parties agree that the delivery of the ordered goods in accordance with all technical, chemical and other specifications provided by Silver Plastics constitutes an essential contractual obligation.
- 5.2.** The seller is aware that Silver Plastics produces products for the food-related sector, which in particular must comply with the relevant legal requirements of the legislation for food contact mate-

- rials in the currently valid version. This includes the requirements of Good Manufacturing Practice.
- 5.3.** The seller warrants that the products delivered by him will at all times and without any doubt comply with the technical, chemical and other specifications of Silver Plastics' order (guarantee of quality). The seller is aware that even the smallest deviations from the specifications of the order can lead to the fact that the ordered goods can no longer be used for the purpose intended by Silver Plastics.
- 5.4.** If the seller becomes aware of circumstances that the goods delivered by him - even if only partially - do not correspond to the technical, chemical and other specifications of the order of Silver Plastics or that these properties are subsequently omitted or questioned, the seller will inform Silver Plastics immediately by telephone and in writing (obligation to inform).
- 5.5.** If Silver Plastics becomes aware of circumstances which certainly indicate that the seller has breached his obligation under paragraph (3), or Silver Plastics receives a notice pursuant to paragraph (4), Silver Plastics is entitled
- to immediately stop production in connection with the goods delivered by the seller,
 - to stop immediately the delivery of products into which the goods of the seller have been incorporated, and
 - to immediately forward the known circumstances to the customers of Silver Plastics after examination for correctness or the received reference without examination for correctness.
- Silver Plastics is entitled to the above regardless of whether or not the content of the notice was ultimately correct. Silver Plastics is not obliged to check the correctness of a reference provided by the seller.
- 5.6.** If Silver Plastics suffers damages due to the stoppage of production or the stoppage of further deliveries, it is assumed that these damages are causally caused by the violation of the guarantee of quality. This applies in particular if Silver Plastics receives a notice according to paragraph (4), regardless of whether the notice was finally correct in content or not.
- 5.7.** The seller is obliged to compensate Silver Plastics for all damages, especially lost profits, which arise as a result of the measures according to clause 5.5, unless the measures prove to be inappropriate or disproportionate, also in the sense of precautionary measures in the specific case.
- 5.8.** If Silver Plastics is claimed by its customers as a result of a forwarded notice or as a result of the measures according to clause 5.5, the seller is obliged to exempt Silver Plastics from such claims, unless the measures prove to be inappropriate or disproportionate also in terms of precautionary measures in the specific case.

6. Legal Consequences of Breaches of Contract

- 6.1.** In the event of non-compliance with fixed deadlines as well as in case of not remediable and not insignificant material or legal defects Silver Plastics can immediately withdraw from the contract and demand compensation instead of fulfillment in the amount of 10% of the purchase price, unless the seller proves a lower damage to Silver Plastics. This does not affect the right of Silver Plastics to prove and claim higher damages.
- 6.2.** In case of remediable material defects or legal defects as well as in case of non-compliance with simple delivery dates Silver Plastics sets an appropriate extension. If this period also elapses without results, Silver Plastics can withdraw immediately from the contract, if the breach of duty is not insignificant, and demand compensation instead of fulfillment in the amount of 10 % of the purchase price, unless the seller proves a lower damage to Silver Plastics. This does not affect the right of Silver Plastics to prove and claim higher damages.
- 6.3.** The provisions under the above clauses 6.1. and 6.2. shall apply accordingly in those cases in which only parts of the deliveries are affected by material defects or defects of title.
- 6.4.** Silver Plastics is entitled to withdraw from the purchase contract in case of important reasons. Important reasons are in particular the occurred or threatened inability to pay or act of the seller, impossibility of timely and contractual delivery and procurement of ownership of the goods through the fault of the seller, as well as other serious or repeated violations of the contractual obligations of the seller. Withdrawal from the contract for important reasons must be notified and justified in writing 5 days in advance.
- 6.5.** Apart from essential contractual obligations (cardinal obligations) Silver Plastics is not liable for slight negligence - except in case of injury to life, body or health. For gross negligence of simple vicarious agents Silver Plastics is only liable for the compensation of typically foreseeable damages.

7. Reservation of Title, Non-Assignment, Insurance

- 7.1.** Unless otherwise contractually agreed, ownership shall pass to Silver Plastics upon delivery of the goods at the place of the named delivery address. Any retention of title in favour of the seller or third parties is excluded towards Silver Plastics.
- 7.2.** The assignment of claims of the seller against Silver Plastics to third parties is excluded.
- 7.3.** The seller is obliged to take out appropriate insurance for its civil liability, such as product liability insurance. On request of Silver Plastics the seller must prove the conclusion of the insurance in an appropriate way and has to present them to Silver Plastics.

8. Payment

- 8.1.** If no special agreement is made, the invoice will be paid either within 45 days with a 3% discount or within 60 days without discount at Silver Plastics' discretion, starting from the due date of the payment claim and receipt of both the invoice and the goods or provision of the service. Payment is subject to invoice verification.
- 8.2.** Silver Plastics is entitled to set off any counterclaim against claims of the seller.

9. Provisions

- 9.1.** Materials, parts, containers and special packaging provided by Silver Plastics („supplies“) remain the property of Silver Plastics. These may only be used according to the contractual and legal provisions. The processing of materials and the assembling of parts is done for Silver Plastics.
- 9.2.** It is agreed that Silver Plastics is co-owner of the products manufactured with the use of materials and parts of Silver Plastics in proportion to the value of the materials and parts provided to the value of the total product, which in this respect are kept by the supplier for Silver Plastics free of charge.
- 9.3.** The supplies provided by Silver Plastics are to be examined for defects after delivery. In case of defects Silver Plastics must be informed immediately.

10. Force Majeure

- 10.1.** „Force Majeure“ means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment proves: (a) that such impediment is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

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10.2. A case of Force Majeure is an event such as: (i) war, hostilities, attack, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, tele-communications, information systems or power; (vii) general labor disturbances such as boy-cotts, strikes and lockouts, occupation of factories and buildings.

10.3. A party who successfully invokes this clause is relieved of its obligation to perform its contractual obligations and of any liability for damages or any other contractual obligation from the point at which the impediment makes it impossible for it to perform, exempted from any remedy for breach of contract; provided this is communicated immediately. If the notice is not given promptly, the exemption will take effect from the time the notice reaches the other party. If the effect of the alleged impediment or event is temporary, the consequences just set out apply only as long as the alleged impediment prevents the performance of the contract by the party concerned. If the duration of the asserted impediment means that the contracting parties are deprived of what they could reasonably expect under the contract to a considerable extent, each party has the right to terminate the contract by notifying the other party within a to terminate within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.**1.3.** If the Seller deviates from these Terms and Conditions of Purchase in any letter of confirmation, the Seller is obliged to inform Silver Plastics of this fact. If Silver Plastics does not explicitly agree to these deviations in writing, the contract is valid according to these terms of purchase.

11. General Provisions

11.1. Information about Silver Plastics in connection with the contractual relationship may only be used by the seller for the purpose of fulfilling the contract.

11.2. All agreements, supplements or amendments to contractual provisions must be made in writing. This also applies to the waiver of this written form requirement.

11.3. The transfer of contractual obligations of the seller to a third party, such as a subcontractor, requires the prior written consent of Silver Plastics. In the event of a transfer, the seller is liable for subcontractors to the same extent as if he had acted himself.

12. Jurisdiction, Choice of Law

12.1 To the extent permitted by law, Troisdorf shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

12.2. The legal relations between the seller and Silver Plastics are exclusively subject to the law of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods of April 1980.

13. Final Provision

13.1 All provisions contained in the General Terms and Conditions of Purchase shall be severable and shall be assessed separately from the remaining provisions if one or more provisions are invalid or unenforceable.

13.2. Should one of the above provisions be invalid or not become part of the contract, the validity of the remaining provisions shall not be affected. In this case, the parties to the contract hereby undertake to enter into negotiations with the aim of replacing the invalid provision by a clause which comes as close as possible to what the parties had economically intended with the previous provision.

This is a translation of the German version of the Terms and Conditions of Purchase of Silver Plastics GmbH & Co KG (Einkaufsbedingungen der Silver Plastics GmbH & Co. KG). In the event of a contradiction between the German and English versions, the German version shall prevail.