

General Purchasing Conditions

I. General Provisions, Scope of Application

1. The purchasing conditions of PACKSYS apply exclusively; conflicting or deviating terms and conditions of the seller/supplier (hereinafter: Supplier) shall not be recognized by PACKSYS, unless PACKSYS has expressly agreed to their validity in text form.
2. The purchasing conditions of PACKSYS shall also apply if PACKSYS accepts the delivery unconditionally despite being aware of conflicting conditions of the Supplier.
3. With the first delivery under these purchasing conditions, the Supplier acknowledges their exclusive validity also for all further orders.
4. The purchasing conditions of PACKSYS apply only to companies within the meaning of § 310 (1) German Civil Code (BGB).
5. The purchasing conditions of PACKSYS shall also apply to all future business with the Supplier.
6. Individual agreements between PACKSYS and the Supplier, in particular in an order, contract or order confirmation, shall take precedence over these purchasing conditions. Deviations from these purchasing conditions require the express confirmation by PACKSYS in text form.

II. Conclusion of Contract

1. Orders from PACKSYS shall be binding only if they have been submitted to the Supplier in text form.
2. The Supplier is obliged to confirm the order in text form within a period of five working days. If the Supplier does not accept the order within five working days, PACKSYS shall be entitled to revoke the order.
3. PACKSYS reserves ownership rights and copyrights in illustrations, samples, calculations and other documents. This information and these documents must not be made accessible to third parties. They may be used exclusively for the specific order and must be returned to PACKSYS without being requested after completion of the order.

III. Changes to the Scope of Supply

1. If it becomes apparent during the execution of the contract that deviations from the originally agreed characteristics are necessary, the Supplier shall immediately notify PACKSYS and obtain PACKSYS's written consent for the necessary changes. The same applies if the Supplier uses tools, materials, or processes other than those approved by PACKSYS.
2. PACKSYS reserves the right to make changes to the scope of supply even after the conclusion of the contract, insofar as this is reasonable for the Supplier. If such changes result in changes to costs or delivery periods, these shall be agreed between the parties before the change is implemented.

IV. Confidentiality, Data Protection

1. The Supplier is obliged to keep all non-public commercial and/or technical information, which has become known or will become known to the Supplier through the business relationship with PACKSYS, confidential and not to disclose it to third parties.
2. The Supplier is not entitled, without the consent of PACKSYS, to use information about intended or existing contractual cooperation for reference or marketing purposes.

3. The Supplier shall be liable to PACKSYS for any damage resulting from the unauthorized disclosure of information to third parties, insofar as the Supplier is responsible for the breach of duty.
4. The obligation to maintain secrecy shall continue after termination of the contract.
5. Insofar as the Supplier processes personal data for or on behalf of PACKSYS, a data processing agreement (DPA) pursuant to Art. 28 GDPR must be concluded before the start of performance. The Supplier must provide evidence of the necessary technical and organizational measures (TOMs) and may only use sub-processors in accordance with Art. 28 GDPR and the contractual agreements with PACKSYS.

V. Prices, Payment Conditions, Late Payment, Offsetting and Retention

1. The prices and payment terms stated in the order are binding. They include packaging and delivery to the receiving location specified by PACKSYS, as well as the agreed customs duties, taxes and insurance up to the place of delivery, unless otherwise agreed in the order.
2. Invoices must comply with legal requirements and the specifications of PACKSYS in the order. The Supplier is responsible for all consequences arising from non-compliance, insofar as the Supplier is responsible for them.
3. Unless otherwise agreed, invoices shall be settled by PACKSYS either within 14 days with a 2% discount or within 30 days without deduction.
4. PACKSYS is entitled to set-off and retention rights to the extent permitted by law.

VI. Packaging and Return

1. The Supplier is responsible for the contractual selection, condition, labeling and use of the packaging used by the Supplier. Packaging must comply with the applicable statutory requirements, in particular the requirements of the German Packaging Act Implementation Act (VerpackDG) and Regulation (EU) 2025/40 on packaging and packaging waste (PPWR), insofar as these apply to the respective packaging and the Supplier.
2. The Supplier shall limit packaging to the extent necessary to provide sufficient protection for the goods and, insofar as technically and economically reasonable, shall use packaging solutions that avoid waste, enable reuse and meet the requirements for recyclability.
3. The Supplier is obliged to fulfill the statutory obligations applicable to the respective packaging regarding registration, participation in systems, take-back, reuse, recovery and information, insofar as these obligations apply to the Supplier. This applies in particular to the obligations arising from the VerpackDG and the PPWR. These purchasing conditions do not establish any further transfer of statutory obligations to PACKSYS.
4. Packaging for which the Supplier is subject to a statutory take-back, reuse or recovery obligation under the applicable statutory provisions shall be taken back by the Supplier free of charge and properly reused or recovered. The parties may agree on a different return location or different cost arrangements in individual cases, insofar as legally permissible. Upon request, the Supplier shall provide PACKSYS with evidence of proper take-back, reuse or recovery.
5. Reusable packaging shall be taken back free of charge and returned to reuse in accordance with the applicable statutory provisions, unless otherwise agreed.
6. Upon request, the Supplier shall provide PACKSYS immediately and free of charge with the information and evidence concerning the packaging used that is required to fulfill statutory or contractual obligations, in particular information on packaging type, material, weight,

composition, recyclability, reusability, registration, participation in systems and take-back, insofar as such information is required by PACKSYS. This also includes all information and documents that PACKSYS requires to fulfill its respective applicable statutory obligations as an economic operator, in particular as a manufacturer, importer or distributor, in order to demonstrate the conformity of packaging and packaging materials with the applicable statutory requirements, in particular the PPWR.

7. The above provisions apply in addition to the operational requirements for the delivery of goods set out in Section VIII, in particular those relating to pallets, packaging, load-bearing units and their labelling. In the event of any conflict between statutory requirements and the technical delivery requirements, the statutory requirements shall take precedence.
8. If the Supplier culpably breaches the above statutory or contractual packaging obligations, the Supplier shall compensate PACKSYS for the resulting damages, necessary expenses and third-party claims, insofar as legally permissible.

VII. Delivery Time, Delay in Delivery and Contractual Penalty

1. The delivery time specified in the order is binding and refers to arrival at the destination specified by PACKSYS.
2. Delivery may only take place during the delivery times stated in the order. Outside these times, receipt of goods may be refused.
3. Imminent delivery delays must be reported to PACKSYS immediately in text form.
4. The measurements, weights and quantities of a delivery determined during goods receipt inspection by PACKSYS shall generally be decisive, unless the Supplier proves otherwise.
5. Partial deliveries require the prior consent of PACKSYS in text form. Acceptance of partial deliveries does not constitute early maturity of payment obligations.
6. If the Supplier is in default with an agreed delivery period, PACKSYS may, after expiry of a reasonable grace period, demand a contractual penalty of 0.3% of the net order value of the individual order for each calendar day of delay, but not exceeding 5% of the net order value of the individual order. The contractual penalty shall be offset against damages caused by delay. The Supplier shall remain entitled to prove that it is not responsible for the delay.
7. PACKSYS is entitled to assert a contractual penalty in addition to performance. Further statutory claims of PACKSYS arising from the Supplier's delay in delivery shall remain unaffected.

VIII. Standards for Goods Delivery and Logistics

The following requirements govern the operational execution of deliveries and supplement the statutory and contractual requirements for packaging set out in Section VI.

The supplier is obliged to comply with the following minimum requirements when delivering goods:

1. **General Requirements**
 - Delivery of undamaged, clean and dry goods only
 - Batch-pure deliveries; per article, a maximum of two batches may be delivered
 - Mixed pallets (several articles or two batches) must be clearly and traceably labelled

2. Pallet Requirements

- Deliveries must always be made on EPAL Euro pallets (800 × 1,200 mm); alternative load-bearing pallets (Euro pallets of quality class B, industrial pallets, single-use pallets or other special pallets) are permitted only with prior written approval from PACKSYS
- New EPAL Euro pallets or used EPAL Euro pallets of quality class A in accordance with the EPAL quality classification agreed between PACKSYS and the supplier and applicable at the time; pallets of quality class B only with prior written approval from PACKSYS; no pallets of quality class C or non-exchangeable pallets
- Clean, dry and technically sound pallets; free from contamination, foreign odours, mould and other defects
- Maximum height of the complete load unit, including the pallet: 1.80 m; any deviation from this height only subject to written agreement
- Goods must not protrude sideways beyond the base area of the pallet; the load unit must be stable and suitable for transport, handling and storage
- The goods must be adequately secured on the pallet to prevent slipping, shifting, tipping over and falling; the load unit must be secured in accordance with statutory requirements and recognised technical standards, in particular Section 411 of the German Commercial Code (HGB)
- When using stretch or shrink film: the film must extend beyond the pallet by at least 6 cm; alternatively, equivalent securing methods may be used

3. Packaging Requirements

- Cartons: clean, undamaged, tear-resistant, closed (no openings), and at least in as-new condition
- Inner packaging: goods must not lie loose in the carton; inner bags, films, or comparable inner packaging must always be used
- Inner bags: new, tear-resistant, sealed (welded or tied)

4. Labelling

Each load carrier (pallet, carton, etc.) must be labelled with at least the following details:

- Supplier's article number
- PACKSYS article number
- Article description
- Quantity
- Batch (if two batches, the respective quantities must be stated separately)
- Supplier

5. Accompanying Documents

Delivery note (to be enclosed with delivery) containing at least the following details:

- PACKSYS GmbH (customer)
- PACKSYS order number
- Supplier's and PACKSYS article number
- Article description
- Quantity
- Batch (if two batches, the respective quantities must be stated separately)
- Supplier
- Date
- Inspection certificate (to be sent by e-mail to office@packsys.de) with the same information; additionally, it must be signed.

6. Goods Reception

- Goods acceptance times: Monday–Thursday from 07:30 to 16:00
- Deliveries outside these times only by prior arrangement

IX. Transfer of Risk

Unless otherwise agreed in text form, delivery shall be made to the destination specified by PACKSYS. The Supplier bears the risk of loss and deterioration until handover of the goods at the destination specified by PACKSYS.

X. Claims for Defects, Inspection, Limitation

1. The Supplier warrants that the delivery, including packaging, complies with the contractually agreed characteristics, the latest state of the art, and the applicable national and international statutory provisions and official requirements.
2. The Supplier is liable for compliance with statutory and official requirements in the country of destination, insofar as these apply to the contractual use of the delivery and the country of destination is known to the Supplier at the time of conclusion of the contract or is subsequently communicated to the Supplier. This shall apply only insofar as the Supplier is responsible for the non-compliance.
3. In the event of a defect, PACKSYS shall be entitled to the full statutory rights and claims without limitation.
4. In any case, PACKSYS shall be entitled, at its discretion, to demand remedy of the defect or delivery of a replacement.
5. The right to damages, in particular damages in lieu of performance, as well as withdrawal from the contract, is expressly reserved.
6. Within two working days from notification of the defect, the Supplier shall inform PACKSYS in text form which remedial measures will be initiated and when they will be initiated.
7. If the Supplier fails to fulfill its statutory or contractual obligation to remedy the defect within a reasonable period set by PACKSYS, or if there is a case of particular urgency, PACKSYS shall be entitled to take the necessary measures itself or have them carried out by third parties and to demand reimbursement of the necessary expenses incurred for this purpose. Further statutory rights shall remain unaffected.
8. PACKSYS shall inspect the delivery within a reasonable period for possible defects and, to the extent required by § 377 HGB, notify the Supplier of such defects. Notification shall be deemed timely in particular if, in the case of obvious defects, it is sent within ten working days from receipt of the goods at the destination and, in the case of hidden defects, within ten working days after their discovery. In the case of defects that can only be detected by laboratory testing, the period shall commence upon receipt of the test results.
9. Payment of the invoice does not constitute a waiver of a notice of defects regarding the invoiced goods.
10. The limitation period for claims for defects is 48 months. It begins upon the statutory commencement of the limitation period, in the case of movable goods generally upon delivery or transfer of risk and, in the case of contracts for work and services, insofar as provided by law, upon acceptance.
11. Any shortening of the limitation period agreed in these purchasing conditions is excluded to the extent legally permissible.

XI. Declarations, Certificates and Evidence

1. The Supplier warrants that the delivery complies with the labeling requirements in force in the country of destination as well as all relevant legal requirements, insofar as these are applicable to the delivery.
2. The Supplier is obliged to provide the necessary pre-certificates, additional certificates, and other legally required evidence for export to the country of destination.
3. The Supplier is obliged, upon request, to provide PACKSYS with the confirmations, information and evidence required to verify contractual conformity, including information and evidence from its supply chain, insofar as the Supplier is obliged to provide such information and this is necessary to fulfill statutory or contractual requirements.

XII. Product Liability, Insurance

1. Insofar as the Supplier is responsible for product damage under the applicable statutory provisions, the Supplier shall indemnify PACKSYS against all third-party claims for damages, insofar as the cause lies within the Supplier's sphere of control and organization or the Supplier is otherwise responsible for the damage on another statutory basis.
2. The Supplier assures that it maintains adequate product liability insurance with a coverage of at least EUR 5 million per personal injury and property damage for the duration of the business relationship. Within the scope of his liability under Section 1, the Supplier shall also bear the necessary and reasonable costs incurred by PACKSYS from a necessary recall action (including testing, transport, replacement and disposal costs). Before carrying out a recall, PACKSYS shall give the Supplier the opportunity to comment, insofar as this is possible and reasonable.
3. The Supplier undertakes to appropriately adjust the insured sum and the scope of its product liability insurance during the business relationship in accordance with the risk associated with the delivered products and in the event of changes to statutory or other requirements relevant to the delivered products. Upon request, the Supplier shall provide PACKSYS with suitable evidence of the existence and scope of its product liability insurance.
4. The Supplier hereby assigns to PACKSYS its claims against its product liability insurer, in the amount of PACKSYS's own expenses arising from product damage for which the Supplier is responsible, in particular recall costs or payments to third parties. PACKSYS hereby expressly accepts the assignment. Insofar as an assignment of insurance claims is not permissible or is only permissible to a limited extent under statutory or contractual provisions, the Supplier undertakes, upon first request, to provide PACKSYS with comprehensive support in asserting and enforcing the corresponding insurance claims and to make all declarations required for this purpose to the insurer.
5. The obligation to take out and maintain product liability insurance and the assignment of insurance claims do not constitute a limitation of the Supplier's liability. Any further claims for damages to which PACKSYS is entitled shall remain unaffected.

XIII. Third-Party Intellectual Property Rights

1. The Supplier warrants that its delivery does not infringe any third-party rights in Germany or in the country of destination. Liability for infringement of intellectual property rights in the country of destination shall apply only if the Supplier is aware of the country to which its delivery is made.

2. If PACKSYS is held liable by a third party for infringement of intellectual property rights, the Supplier shall indemnify PACKSYS upon first written request from all claims arising from such infringements and shall reimburse all damages and expenses arising therefrom.
3. PACKSYS is also entitled, at the Supplier's expense, to obtain permission from the rightful owner to use the relevant delivered items and services, unless this would involve disproportionate costs for the Supplier.
4. The limitation period for these claims is 48 months, starting from the transfer of risk.

XIV. Article-Specific Requirements, Changes to an Article

1. Manufacturing, assembly, and storage of articles must be carried out under clean and hygienic conditions.
2. The Supplier assures the condition of the articles in accordance with the agreed specifications.
3. Any change or modification of an article, an article specification or the production process must be communicated to PACKSYS in text form as early as possible, and in any event before implementation of the change, and requires the prior written approval of PACKSYS.
4. Changes not approved by PACKSYS constitute a breach of contract. Without prejudice to any further statutory or contractual claims, PACKSYS shall be entitled to refuse acceptance of the affected deliveries, to demand remedy of the defect or replacement delivery at the Supplier's expense, and to demand compensation for damages and necessary expenses caused by the unauthorized change, insofar as the Supplier is responsible for them.

XV. Retention of Title, Assignment of Claims

1. PACKSYS objects to any retention of title provisions of the Supplier that go beyond simple retention of title.
2. Insofar as PACKSYS provides parts to the Supplier, PACKSYS retains ownership of them. Processing and transformation by the Supplier shall be carried out for PACKSYS. If the reserved goods of PACKSYS are processed or inseparably mixed with other items not belonging to PACKSYS, PACKSYS acquires co-ownership of the new item in proportion to the value of the item from PACKSYS (purchase price plus VAT) to the other processed or mixed items at the time of processing or mixing.
3. Even if the goods are delivered under retention of title, PACKSYS is entitled to resell and process them without disclosing the retention of title.
4. § 449 (2) BGB shall remain unaffected.
5. Assignment of claims of the Supplier against PACKSYS is excluded. § 354a HGB shall remain unaffected.

XVI. Compliance

1. The Supplier undertakes to comply with all applicable national and international laws and regulations, in particular those relating to applicable human rights, social and environmental due diligence obligations throughout the supply chain. The Supplier's specific obligations regarding packaging and packaging waste shall primarily be governed by Section VI.
2. The Supplier shall ensure that its own suppliers and subcontractors also comply with the requirements applicable to them. It undertakes to inform PACKSYS, upon request, of its compliance with these obligations and to provide appropriate evidence thereof.

XVII. Place of Performance, Jurisdiction, Applicable Law

1. Unless otherwise agreed, the place of performance for payment is the registered office of PACKSYS and for delivery the destination specified by PACKSYS.
2. If the Supplier is a merchant, a legal entity under public law, or a special fund under public law, the registered office of PACKSYS shall be the place of jurisdiction for all legal disputes.
3. However, PACKSYS shall also be entitled to bring an action against the Supplier at its general place of jurisdiction.
4. The law of the Federal Republic of Germany shall apply exclusively.
5. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

As of September 2026