

## **General Sales Conditions**

### **I. General Provisions and Scope**

1. These General Sales Conditions shall apply exclusively. Any conflicting or deviating terms and conditions of the Customer shall only become part of the contract if PACKSYS has expressly agreed to their application in text form.
2. PACKSYS's General Terms and Conditions of Sale shall also apply if PACKSYS carries out the delivery without reservation whilst being aware of conflicting or deviating terms and conditions of the customer.
3. These General Terms and Conditions of Sale apply only to businesses within the meaning of Section 310(1) of the German Civil Code (BGB).
4. Legally relevant declarations and notifications by the Customer (e.g. setting of deadlines, reminders, notices of termination, withdrawal) must be made in text form (Section 126b BGB), unless otherwise specified in these General Sales Conditions.
5. These General Terms and Conditions of Sale shall also apply to all future transactions with the customer, in the version valid at the time of the respective order, without PACKSYS being required to refer to them again in each individual case.

### **II. Offers, Formation of Contract, Acceptance**

1. All offers made by PACKSYS are non-binding and subject to change. A contract shall only be concluded upon PACKSYS issuing a written order confirmation. Such confirmation shall be decisive for the scope of delivery.
2. Specifications, drawings, illustrations and performance descriptions contained in catalogues or offer documents shall be deemed approximate and customary in the trade unless expressly designated as binding.
3. Orders and call-offs shall only become binding upon confirmation by PACKSYS or upon execution by delivery.
4. The Customer shall be obliged to accept agreed deliveries. In the event of failure to accept delivery at the agreed time, PACKSYS shall be entitled to liquidated damages amounting to 10% of the net sales price, unless the Customer proves that no damage or a lower level of damage has been incurred. PACKSYS reserves the right to prove higher damages. The Customer's obligation to accept shall remain unaffected.

### **III. Intellectual Property and Confidentiality**

1. PACKSYS reserves all rights, including ownership rights, copyright and other intellectual property rights, in all offers, quotations, development work, design documents, drawings, calculations, software, know-how and any other materials, data or items provided to the Customer.
2. The Customer shall not, without the express consent of PACKSYS in text form, disclose, reproduce, use or make such materials available to any third party, nor use them, directly or through third parties, for the development of its own products or services. Disclosure to external service providers shall only be permitted with the prior consent of PACKSYS in text form and subject to equivalent confidentiality obligations. This shall not apply where disclosure is required by law or by order of a competent authority.
3. Upon request by PACKSYS, and at the latest upon termination of the contractual relationship, the Customer shall return all materials, items and digital data provided, including all copies

and backups, in full and without undue delay within seven (7) calendar days, or securely destroy or delete them in accordance with recognised data protection standards. Upon request, destruction shall be confirmed in writing and deletion shall be evidenced. Statutory retention obligations shall remain unaffected.

4. The Customer undertakes to treat all confidential information obtained in connection with the contract as strictly confidential and to use it solely for the performance of the contract.
5. "Confidential Information" shall mean all information disclosed to or otherwise obtained by the Customer in connection with the contract which is either designated as confidential or is, by its nature, to be regarded as confidential.
6. The Customer shall ensure that all persons engaged in the performance of the contract are bound by equivalent confidentiality obligations.
7. Information which is publicly known or becomes publicly known without breach of a confidentiality obligation shall not be deemed confidential.
8. The Customer shall comply with all applicable data protection laws, in particular the GDPR, when processing personal data.
9. The obligation of confidentiality shall not apply where disclosure is required by law or by a binding order of a court or authority; to the extent legally permissible, PACKSYS shall be informed without undue delay.
10. The confidentiality obligations shall survive termination of the contract.

#### **IV. Quantities**

1. Unless otherwise agreed in the order confirmation, deliveries shall be made only in standard packaging units.
2. For production-related reasons, PACKSYS shall be entitled to deliver quantities deviating by up to  $\pm 10\%$  of the agreed order quantity per delivery. The total price shall be adjusted accordingly. Such deviations shall not constitute a defect.

#### **V. Prices and Payment Terms**

1. Unless otherwise agreed, all prices are stated "ex works" (EXW), excluding freight, postage and transport insurance. VAT shall be charged in addition at the applicable rate.
2. Payment shall be made in full, without deduction, within eight (8) days from the invoice date. In the event of late payment, PACKSYS shall be entitled to charge default interest at a rate of nine (9) percentage points above the applicable base rate per annum. The right to claim further damages is reserved.
3. The Customer agrees to the issuance and transmission of invoices in electronic form (e.g. by email).
4. PACKSYS reserves the right to make deliveries dependent upon the receipt of reasonable advance payment.
5. The Customer shall only be entitled to set off claims if such claims are undisputed, acknowledged by PACKSYS or finally determined by a court of law. Rights of retention may only be exercised in respect of claims arising from the same contractual relationship; a right of retention based on disputed counterclaims shall be excluded.
6. The assignment of claims against PACKSYS by the Customer shall be excluded.

7. PACKSYS reserves the right to adjust agreed prices in the event of significant and demonstrable increases in costs beyond its control, in particular for raw materials, energy, transport, duties or supplier costs, provided that more than three (3) months elapse between conclusion of the contract and the agreed delivery date or agreed call-off date.

## **VI. Delivery**

1. Delivery dates or deadlines shall only be binding if they have been expressly agreed or confirmed by PACKSYS in text form.
2. Compliance with PACKSYS's delivery obligations is subject to the timely and proper fulfilment of all obligations of the Customer, in particular the agreed payment and cooperation obligations. PACKSYS reserves the right to invoke the defence of non-performance of such obligations.
3. Delivery shall be deemed effected if the goods have left the factory or notice of readiness for dispatch has been given before expiry of the delivery period. Delivery periods shall be extended appropriately in cases of force majeure or other unforeseeable circumstances beyond PACKSYS's control (including but not limited to strikes, lockouts, shortages of raw materials, pandemics, natural disasters, governmental measures or cyber-attacks). This shall also apply where such circumstances affect suppliers.
4. Partial deliveries shall be permitted and may be invoiced separately.
5. If the Customer is in default of acceptance or culpably breaches other cooperation obligations, the Customer shall compensate PACKSYS for the resulting damage, including any additional expenses. PACKSYS reserves the right to claim liquidated damages amounting to 10% of the value of the goods, unless the Customer proves that no damage or a lower level of damage has been incurred. PACKSYS reserves the right to prove higher damages.
6. If binding delivery periods are not complied with, the Customer may withdraw from the contract after expiry of a reasonable grace period of generally at least two (2) weeks, provided that the statutory requirements for withdrawal are met. The grace period shall not be required where this is not necessary under statutory provisions, in particular in the case of a fixed-date transaction or a definitive refusal to perform. A fixed-date transaction shall only exist if it has been expressly agreed as such.
7. PACKSYS shall otherwise be liable in accordance with the statutory provisions only if the delay in delivery is based on a culpable breach of contract by PACKSYS involving wilful misconduct or gross negligence, or if PACKSYS is mandatorily liable for injury to life, body or health. Any further liability shall be excluded.

## **VII. Passing of Risk, Shipping and Packaging**

1. Unless otherwise agreed in the order confirmation, delivery shall be "ex works" (EXW). The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon handover to the carrier, freight forwarder or other third party entrusted with shipment. This shall also apply in the event of partial deliveries or where PACKSYS has assumed other services, such as shipping costs or delivery.
2. PACKSYS delivers the goods in transport packaging. Reusable packaging, e.g. reusable pallets, must be exchanged (via the carrier's pallet exchange system or pallet account) or purchased at the applicable charge. Disposable transport packaging (pallets or other transport packaging) shall be disposed of by the Customer at its own expense in accordance with the applicable statutory provisions, in particular in compliance with Regulation (EU) 2025/40 on packaging and packaging waste (PPWR) and the applicable national packaging legislation.

## VIII. Defects (Warranty)

1. The Customer's rights in respect of defects are subject to proper inspection and notification in accordance with Section 377 HGB.
2. Obvious defects must be notified in text form without undue delay and no later than ten (10) working days after receipt of the goods. Hidden defects must be notified in text form immediately upon discovery.
3. Where there is a defect in the goods for which PACKSYS is responsible, PACKSYS shall be obliged to provide subsequent performance in the form of rectification of the defect or by delivery of new goods free from defects. PACKSYS shall be entitled to make up to two attempts at subsequent performance. The choice of subsequent performance (rectification or replacement) shall lie with PACKSYS. PACKSYS shall bear the necessary costs of remedy, unless increased due to relocation of the goods.
4. In the event of rectification of the defect, PACKSYS shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the purchased item has been taken to a location other than the place of performance.
5. If the subsequent performance fails, the customer is entitled, at their discretion, to demand withdrawal from the contract or a reduction in price, provided the statutory requirements are met.
6. Complaints regarding defects shall generally not entitle the Customer to withhold the invoice amounts due in full. A right of retention shall only be permissible insofar as it arises from the same contractual relationship and the amount withheld is proportionate to the defect asserted.
7. PACKSYS shall only be liable for damage to the contents or for the loss of contents insofar as this is attributable to a defect in the delivered packaging for which PACKSYS is responsible.
8. Damage caused by improper handling by the customer is excluded from the warranty. In particular, PACKSYS shall not be liable for changes in the condition of the products resulting from improper storage or unsuitable operating materials, or from climatic or other influences.
9. PACKSYS provides technical advice to the best of its knowledge based on experience and research and development work, but this is non-binding and does not constitute a guarantee or an agreement as to quality. All information and details regarding the suitability and application of the goods do not relieve the customer of the obligation to carry out their own tests and trials. The customer is solely responsible for compliance with statutory and regulatory requirements when using the goods.
10. Liability for further claims, in particular claims for damages on whatever legal grounds, is governed by Clause IX. Mandatory statutory liability provisions, in particular under the Product Liability Act and in the event of injury to life, limb or health, remain unaffected. Liability on the part of PACKSYS exceeding the liability limits set out in Clause IX is excluded.

## IX. Liability

1. PACKSYS shall be liable without limitation in cases of wilful misconduct and gross negligence, including wilful misconduct or gross negligence on the part of its legal representatives or vicarious agents.
2. In the event of a culpable breach of essential contractual obligations (cardinal obligations), PACKSYS shall also be liable in cases of simple negligence. Essential contractual obligations are those obligations the fulfilment of which is essential for the proper performance of the

contract and on the observance of which the contracting party may regularly rely. In this case, PACKSYS's liability is limited to the foreseeable damage typical for this type of contract.

3. In the event of liability for simple negligence, even where this involves a breach of essential contractual obligations, PACKSYS's liability under contract and in tort for property damage and financial loss is limited to the final invoice amount of the order, including VAT, and to a maximum of €100,000.
4. The exclusion or limitation of PACKSYS's liability, as well as the liability of PACKSYS's representatives or vicarious agents, shall not apply to liability arising from a culpable injury to life, limb or health. PACKSYS shall also be liable without limitation in the event of the absence of expressly warranted characteristics, if the warranty was specifically intended to protect the customer against damage not arising to the subject matter of the service itself, and if the damage is based on a circumstance for which PACKSYS has provided a guarantee. Furthermore, PACKSYS shall be liable without limitation in the event of fraudulent concealment of a defect. There shall also be no limitation on liability arising from hazardous circumstances, in particular under the Product Liability Act. Any liability under the principles of the contractor's right of recourse pursuant to Sections 478 et seq. of the German Civil Code (BGB) shall remain unaffected.
5. Unless otherwise provided for above, liability – regardless of the legal basis – is otherwise excluded. This applies in particular to claims for damages arising from fault at the time of conclusion of the contract, from other breaches of duty, or from tortious claims for compensation for property damage pursuant to Sections 823 et seq. of the German Civil Code (BGB).
6. Insofar as PACKSYS's liability for damages is excluded or limited, this shall apply to the same extent in favour of its organs, legal representatives, employees or other vicarious agents.
7. None of the foregoing clauses is intended to alter the statutory or judicial allocation of the burden of proof.

## **X. Limitation Period**

1. The customer's claims for defects shall become time-barred 12 months after the transfer of risk. In all other respects, the customer's claims for damages shall become time-barred 12 months after the statutory limitation period begins.
2. The shortened limitation period shall not apply in cases of intent, fraudulent concealment of a defect, or where PACKSYS has provided a guarantee as to the quality of the service or the delivered goods.
3. Furthermore, the shortened limitation period does not apply to claims arising from injury to life, limb, health or liberty; to claims for damages under the Product Liability Act; to cases of gross negligence; or where different limitation rules apply in accordance with Section 445b of the German Civil Code (BGB).
4. The above provisions do not result in any change in the burden of proof to the detriment of the customer.

## **XI. Retention of Title**

1. PACKSYS retains title to the goods until all payments arising from the business relationship with the customer have been received. The customer is authorised to dispose of the goods in the ordinary course of business.
2. The retention of title shall also extend to the products created by processing, mixing or combining the purchased goods, to their full value, whereby PACKSYS shall be deemed the

manufacturer within the meaning of Section 950 of the German Civil Code (BGB). If, in the event of processing, mixing or combining with goods belonging to third parties, the third parties' right of ownership remains in force, PACKSYS shall acquire co-ownership in proportion to the invoice values of these processed goods at the time of processing, mixing or combining.

3. In the event of the Customer's breach of contract, in particular in the event of default in payment, PACKSYS shall be entitled to take back the goods and the Customer shall be obliged to surrender them. The assertion of the retention of title and the seizure of the purchased goods by PACKSYS shall not be deemed a withdrawal from the contract unless PACKSYS has expressly declared this in text form. Upon taking back the purchased goods, PACKSYS shall be authorised to realise their value. The proceeds of realisation shall be set off against the Customer's liabilities, less reasonable costs of taking back and realising the goods.
4. In the event of attachment or other interventions by third parties, the Customer must notify PACKSYS immediately in text form so that PACKSYS can bring an action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is unable to reimburse PACKSYS for the judicial and extrajudicial costs of legal proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the loss incurred by PACKSYS.

## **XII. Data Protection and Compliance**

1. PACKSYS processes personal data relating to customers and business partners exclusively in accordance with applicable data protection laws. Details regarding the nature, scope and purposes of data processing, as well as the rights of data subjects, are available at any time in the Privacy Policy at <https://packsys.de/datenschutz/>.
2. Our company attaches great importance to conduct that is legally compliant and ethically sound. To this end, we have drawn up a Code of Conduct which is accessible to all employees and available to customers on request. The customer undertakes to respect this Code of Conduct and not to engage in any actions that could contravene it.

## **XIII. Jurisdiction, Governing Law, Place of Performance**

1. Where the customer is a trader, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be the registered office of PACKSYS; however, PACKSYS shall also be entitled to bring proceedings against the customer at the court for the customer's place of residence.
2. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). This shall also apply to international deliveries and contracts with foreign customers.
3. Unless otherwise stated in the order confirmation, the registered office of PACKSYS shall be the place of performance for all obligations arising from the contractual relationship.

*As of September 2026*