

Supplementary General Sales Conditions LEIPA Georg Leinfelder GmbH, FlexPack

1 Scope of application, deviating terms and conditions, future business, priority agreements, written form for legally-relevant declarations

1. These General Sales Conditions (hereinafter referred to as "**GSC FlexPack**") apply, apart from the General Sales Conditions of LEIPA Group GmbH and LEIPA Georg Leinfelder GmbH (hereinafter referred to as "**GSC**"), as ancillary conditions for all offers and declarations of acceptance by LEIPA Georg Leinfelder GmbH (hereinafter referred to as "**LEIPA**"), to all deliveries and other services provided by LEIPA (including estimates, additional services, consulting, and information), as well as to any contracts that LEIPA concludes on behalf of the seller, supplier, and contractor with the buyer or contractor (hereinafter referred to as "**Buyer**"). The GSC FlexPack only apply vis-à-vis companies (Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), legal entities as well as special assets that are subject to public law in accordance with Section 310 (1) Sentence 1 of the BGB.
2. The GSC FlexPack apply exclusively. Contrary or deviating conditions of the Buyer do not apply unless LEIPA expressly agreed to them in individual cases.
3. The GSC FlexPack shall apply in their version as amended from time to time and within the framework of ongoing business relations to all future contracts even if they are not explicitly agreed again.
4. Individual agreements (including but not limited to individual agreements, amendments, and changes) with the Buyer and deviating details in offers/declarations of acceptance take precedence over the GSC FlexPack. In the event of any discrepancy between the GSC and the GSC FlexPack, the terms of the GSC FlexPack shall prevail.
5. Any legally-relevant declarations and notifications which the Buyer is obliged to issue vis-à-vis LEIPA after conclusion of the contract (e.g., setting a deadline, notice of defects, declarations with respect to a rescission of contract or a price reduction) shall require the written form or text form to be effective.

2 Quotation documents, information on quality

1. Cost estimates and all related documents (e.g. plans, drawings, calculations, illustrations, documents, constructions, models), which are made available to the Buyer or the third party attributable to it in the course of contract negotiations or the performance of the contract remain the property of LEIPA and may not be reproduced or made accessible to third parties without the consent of LEIPA. The documents must be returned to LEIPA at any time upon request. At the latest when the order is not placed or after the contract has ended, the Buyer must return the complete documents without being asked. The assertion of a right of retention of the documents is excluded, unless the counterclaims result from the same contractual relationship and are uncontested or established by final enforceable judgment.
2. All information on the quality, suitability, and application possibilities of the services of LEIPA is given to the best of our knowledge. However, they are only empirical values and do not constitute a quality agreement or guarantee. In particular, the Buyer is not exempted from convincing itself by its own examination of the suitability of the service provided by LEIPA for its intended purpose. Deviations within the limits of accepted tolerances in each individual case and that are unavoidable despite all care in the production of the goods and the determination of the values, shall remain expressly reserved.

3 Duties of the Buyer, quality, contract performance, duplication

1. Before placing the order, the Buyer shall check whether the composites are suitable for the particular application and whether the paper can be used for the existing sealing and welding equipment. In particular, for non-stick papers and before processing, suitability tests by the Buyer are necessary. LEIPA does not warrant that the composites are compatible with certain filling substances or are suitable for a particular filling method or specific processing or a certain pressure.
2. The Buyer is also obligated to check the print and/or design samples submitted by LEIPA with regard to the quality required for the use of the packaging or packaging aid or of the manufactured product. The

Buyer shall return the documents as a sign of his consent. The Buyer shall clearly indicate the requested corrections and recognizable defects.

3. Consultations, information, and suggestions on how to use, process, and apply LEIPA's products only establish a quality agreement, if this is agreed in writing.
4. The provision of samples, sample rolls or similar are no guarantee of quality.
5. The performance of the contract shall be carried out in marketable quality according to the general state of the art in the context of technically necessary material and process-related tolerances, unless specified order norms have been agreed.
6. The Buyer shall be responsible for the examination of the right of duplication and the copyright of all print designs, drafts, and finished samples, unless it has expressly requested LEIPA to do so.

4 Partial deliveries

1. Notwithstanding clause 4 (7) of the GSC, LEIPA shall be entitled to excess deliveries or short deliveries as follows:
 - if quantities of up to 4,999 m² are delivered, excess deliveries or short deliveries of up to 50% of the total quantity are permitted;
 - if quantities of 5,000 m² up to 9,999 m² are delivered, excess deliveries or short deliveries of up to 30% of the total quantity are permitted;
 - if quantities of 10,000 m² up to 49,999 m² are delivered, excess deliveries or short deliveries of up to 15% of the total quantity are permitted;
 - if quantities as of 50,000 m² are delivered, excess deliveries or short deliveries of up to 10% of the total quantity are permitted;Each party may request the calculation of the actual quantity delivered.
2. In addition to clause 5 of the GSC, the Buyer shall be obliged to place call-off orders and accept the goods within 90 days from LEIPA as soon as LEIPA has informed the Buyer in writing that the goods are ready for dispatch.

5 Delivery periods, dates, delays

In addition to clause 4 (1) of the GSC, the following shall apply to exceptionally agreed delivery dates and deadlines:

1. Delivery periods begin with clarification of all relevant details for the performance of the services by LEIPA, but at the earliest with the conclusion of the contract and the performance of agreed down payments or payments on account by the Buyer.
2. Delivery periods and deadlines lose their binding character if the scope of service changes significantly or expands after the agreement of the delivery date or the delivery deadline.
3. The observance of delivery periods and dates by LEIPA preconditions the proper fulfilment of the contractual obligations of the Buyer. In the case of delays attributable to the Buyer, the delivery periods are extended or the delivery dates are postponed by the duration of the delay plus a reasonable recovery period.

6 Retention requirements, industrial property rights, exemption, support

1. Retention requirements for printing materials from third parties, manuscripts, and other objects made available (hereinafter together "**Objects**") exist only for six months following delivery of the Objects with the last order. Thereafter, the Objects are returned to the Buyer at Buyer's expense, provided that LEIPA requested in writing that the Buyer do so before the expiry of the aforementioned period. Otherwise, LEIPA shall be entitled to dispose of the Objects at the expense of the Buyer, provided that LEIPA notifies the Buyer at least 2 weeks beforehand in writing of the intended disposal.
2. Any protection of the samples provided for the performance of the order by the Buyer, print designs, etc. as well as the results of the order made by the Buyer through the registration of corresponding industrial property rights shall be incumbent upon the Buyer and shall be the sole responsibility of the Buyer.
3. The Buyer is liable that the orders placed with LEIPA or their performance neither infringe the rights of third parties nor relevant regula-

tions; the Buyer is obliged to indemnify LEIPA from claims of third parties, unless the Buyer is not responsible for the claim.

4. In the event that third parties put forward claims against LEIPA, e.g. due to the infringement of industrial property rights, the Buyer is obliged on request of LEIPA to support LEIPA in the defence of such claims, unless the Buyer is not responsible for the claim. If the Buyer does not comply with the request within one month, LEIPA shall be entitled to withdraw from the contract and to demand reimbursement of expenses; further claims remain unaffected.

7 Confidentiality, contractual penalty

1. The Buyer shall be obliged to treat all non-public commercial and technical details, which become known to it through the business relationship with LEIPA, with due regard to the diligence of a prudent businessman as business secrets and to keep this confidential. This applies in particular to the illustrations, drawings, calculations and other documents. This confidentiality undertaking shall remain in effect after the termination of the this contract.
2. The Buyer shall obligate its employees and subcontractors to secrecy accordingly.
3. This confidentiality undertaking shall not extend to such information that (i) is or becomes public domain through no breach of the law, (ii) is known to the Buyer at the time of the conclusion of contract through no breach of the law, or (iii) is disclosed to the Buyer by a third party without breaching any confidentiality agreement.
5. In the event of a breach of the obligations in clause 7 (1) and (2), the Buyer shall be liable to a contractual penalty of up to EUR 50,000.00 (in words: EUR fifty thousand), unless the Buyer is not responsible for such violation. The amount of the contractual penalty depends on the seriousness and consequences of the infringement. The penalty will be fixed in LEIPA's equitable discretion in each case and, in the event of a dispute, be reviewed for adequacy by the court having jurisdiction. Nothing in this shall prejudice any claims for damages for the violations above and beyond the contractual penalty; the contractual penalty shall be charged against any damages due.