

General Terms and Conditions of Purchase

1. Contents of contracts, scope of application, offer

- 1.1. Pre-worded terms and conditions of contract for a variety of contracts ("General Terms and Conditions of Business" as defined in article 305 of the German Civil Code (BGB)) that are used by the Contractor do not become part of the contract, even if KIC KRONES Internationale Cooperationsgesellschaft mbH ("KIC KRONES") do not expressly object to them. If KIC KRONES accept the supply or service without making express objections, this cannot be interpreted as an acceptance of the Contractor's terms and conditions of contract by KIC KRONES. These General Terms and Conditions of Purchase of KIC KRONES apply exclusively.
- 1.2. These Terms and Conditions apply to all services rendered to KIC KRONES, irrespective of the legal nature of the contract agreed on for the rendering of such service (the "Supply").
- 1.3. All agreements made between KIC KRONES and the Contractor for the execution of the contract must be made in writing to be valid.
- 1.4. These terms and conditions apply with equal force to all future business transactions between KIC KRONES and the Contractor.
- 1.5. The Contractor is bound to offers pursuant to article 145 of BGB for 30 days from receipt of the offer.

2. Documentation/documents

- 2.1. The Contractor is obligated to provide the instructions and documents required for using the Supply to KIC KRONES free of charge. The Contractor must enclose an original operating manual for specialised staff in German and English and, if KIC KRONES request the Contractor accordingly, in the language of the country of destination/use to the Supply at its own expense. The documentation owed by the Contractor must be provided to KIC KRONES as a hardcopy and electronically (PDF format).
- 2.2. The order and part numbers of KIC KRONES must be repeated in all notices, bills of lading, invoices, etc. relating to the order. Both the notification of dispatch and the invoice must not be enclosed to the shipment.
- 2.3. The Contractor is not entitled to any remuneration from KIC KRONES for offers, acquisition planning and other preparatory works.
- 2.4. Calculations, figures, plans, tender documents, requirement profiles, functional specifications, drawings, other documents and other data media and models and other aids are only provided to the Contractor by KIC KRONES temporarily and must be returned to KIC KRONES after the performance or termination of the contract, without making copies of any kind whatsoever, without delay or destroyed by the Contractor at the request of KIC KRONES.

3. Delivery and service period

- 3.1. The Contractor is obligated to meet the agreed delivery or service period. Any specified delivery or service dates/periods relate to the time of delivery of the Supply at the place of destination indicated by KIC KRONES.
- 3.2. In the event of any delay in delivery or service, KIC KRONES are entitled to charge a lump-sum penalty of 0.5% of the agreed remuneration for each started week of delay, however no more than 5% of the agreed remuneration. The right to assert further statutory claims (rescission and damages) is reserved. The Contractor is entitled to prove towards KIC KRONES that no or a significantly lower damage has been incurred due to the delay. KIC KRONES are entitled to prove that they have incurred a higher damage.
- 3.3. The arrangements under paragraph 3.2. also apply if the Contractor completes some or all of the work on schedule but fails to complete this work in a form that is suitable for the acceptance procedure.
- 3.4. Furthermore, KIC KRONES may request the Contractor to indemnify them from any and all damage and/or penalty and/or other claims that are raised towards them by their customer in relation with a delay in delivery or service provided that the Contractor is responsible for such delay in delivery or service.
- 3.5. The Contractor must notify KIC KRONES of any anticipated delays in delivery or service immediately, at the latest when the agreed delivery or service period is exceeded.

4. Packaging, transport and disposal

- 4.1. The Contractor is obligated to package and load the Supplies in such a way as to ensure that the Supply does not suffer any damage during loading, unloading and transport. The Contractor is liable for any damage on the Supplies resulting from inadequate packaging.
- 4.2. The Contractor bears the packaging and shipping costs. If KIC KRONES must bear the transport and/or packaging costs, the Contractor is

obligated to choose the most cost-efficient type of transport and/or packaging in each case.

- 4.3. The Contractor must take back any kind of transport aids and packaging, in particular transport packaging. The Contractor bears any related costs for packaging, loading, transport to their domicile and unloading. KIC KRONES enter into an according contract for carriage on their own behalf and at the expense of the Contractor. Unless the Contractor reuses the (transport) packaging taken back, they must bear the costs of their material disposal incurred by KIC KRONES
 - 4.4. The Contractor is obligated to immediately submit a written declaration of the origin under customs law of the Supplies (certificate of origin). Likewise, the Contractor must provide evidence of their information on the origin of the goods by means of a confirmation issued by the customs office and comply with any and all export provisions, export regulations, etc. The Contractor is liable to KIC KRONES for all damage incurred by KIC KRONES as a result of the improper or late submission of this declaration provided that the Contractor has caused this improper or late submission.
 - 4.5. The Contractor must obtain the delivery order and/or the customary transport document (e.g. a negotiable bill of lading, a non-negotiable ocean bill of lading, a document of inland water transport, an airbill, a rail waybill, a road waybill or a multi-modal transport document) for KIC KRONES that KIC KRONES need to take over the Supply in accordance with 6.3. at the Contractor's expense. If the Contractor and KIC KRONES have agreed on electronic data communication, the document mentioned in the paragraph above may be replaced with an according notice in electronic data transmission.
- ### 5. Price and payment
- 5.1. The agreed prices are binding unless expressly agreed upon otherwise by the parties, which must be proved by the Contractor.
 - 5.2. The payment term starts upon receipt of all contractually owed Supplies at the place of destination indicated by KIC KRONES. However, if the invoice of the Contractor is delivered to the place of destination indicated by KIC KRONES after all contractually owed Supplies have been received, the payment term does not start before the day on which the invoice is received.
 - 5.3. KIC KRONES must effect payment within 30 days from the start of the payment term, and if they do so already within 14 days after the start of the payment term, KIC KRONES may deduct a discount of 3%. Payment as defined above is made by sending or electronically entering a bank transfer order or sending a crossed cheque.
 - 5.4. If KIC KRONES pay an invoice of the Contractor without raising any objections, this must not be interpreted as a confirming debt acknowledgement regarding the settled claim.
- ### 6. Place of performance/delivery/passage of risk
- 6.1. The place of performance is the place of destination indicated by KIC KRONES.
 - 6.2. If KIC KRONES and the Contractor agree on customary Incoterms for the implementation of the order, particularly if the goods are delivered from the foreign domicile of a foreign seller, the place of performance in accordance with the agreed Incoterms takes precedence over that defined in 6.1.
 - 6.3. The risk of accidental loss or accidental deterioration passes from the Contractor to KIC KRONES upon delivery of the Supplies to the place of destination.
- ### 7. Duty to inspect and notify defects
- 7.1. If the Supplies have defects and no acceptance is made, KIC KRONES may, notwithstanding article 377 of the German Commercial Code (HGB), notify obvious defects within a period of 14 days after the Supplies have been unpacked completely at the place of intended use of the Supplies and hidden defects within a period of 14 days from their detection.
 - 7.2. With bulk deliveries, KIC KRONES are only obligated to make sample tests. If these show that more than 10% of the samples fail to comply with the agreed or statutory requirements, KIC KRONES are discharged from making any further inspections and may refuse acceptance as a whole due to the result of the sample test and provide the entire Supply to the Contractor for collection.
 - 7.3. If KIC KRONES are obligated under a contract to successively call off deliveries and a partial delivery has defects of quality and/or title that render its intended use impossible, KIC KRONES will be entitled, without

prejudice to any additional rights, to refrain from making any further call-offs of deliveries and payments.

8. Warranty claims/liability of the Contractor

- 8.1. The Contractor must provide the Supply to KIC KRONES free of defects of quality and title.
- 8.2. If the Supply exhibits defects despite the above commitment, the rights of KIC KRONES will be governed by these Terms and Conditions and, supplementarily, the statutory warranty claims.
- 8.3. The entire costs of supplementary performance, in particular costs of troubleshooting, retrofitting, assembly and disassembly, transport, travelling, work and material and customs duties, are borne by the Contractor.
- 8.4. The Contractor warrants that the Supply is free from third-party rights, in particular third-party property rights, that prevent or impede its use by KIC KRONES, that the Contractor is authorised to grant such rights of use and that no filed property rights that are published in the European Economic Area, the US and Japan are infringed. If claims are raised towards KIC KRONES by a third party on such grounds, the Contractor will be obligated to indemnify KIC KRONES from such claims at first written request. The indemnification obligation of the Contractor relates to all expenses incurred by KIC KRONES as a result of or in connection with claims raised by a third party. This does not apply if the infringement(s) of (property) rights is/are based on plans, drawings, models or equivalent other descriptions provided by KIC KRONES.
- 8.5. If the Contractor fails to ensure the contractual use of the Supplies in a suitable manner, KIC KRONES may demand compensation and withdraw from the contract.
- 8.6. KIC KRONES can require from the Contractor indemnification from all claims of their customers, if and insofar as the Contractor has by their delivery laid the grounds justifying a claim for liability.
- 8.7. The Contractor is obligated to fulfil any control and supervision duties carefully, in particular to ensure compliance with the technical quality standards and the contractually agreed properties by way of thorough quality controls and according documentation. The Contractor is obligated to organise their area of control and organisation in terms of contents and staff in a way that any risks in relation with the Contractor's Supplies and their use by KIC KRONES and their customers are eliminated.

9. Manufacturer's liability

- 9.1. The Contractor indemnifies KIC KRONES from their manufacturer's liability, if and to the extent the grounds for the liability of KIC KRONES can be attributed to the risks and responsibilities of the Contractor and the Contractor is responsible for the cause of the grounds for liability. This also applies to claims asserted against KIC KRONES in respect of their manufacturer's liability under the legislation of another country.
- 9.2. The Contractor is also obligated, within the scope of the above, to repay any expenses in accordance with articles 683 and 670 of the German Civil Code (BGB) resulting from or in connection with a recall action conducted by KIC KRONES. KIC KRONES will inform the Contractor of the subject and scope of the recall action to be implemented, insofar as possible and reasonable, and give the Contractor the opportunity to take position in a statement.
- 9.3. The Contractor undertakes to take out a product liability insurance in a reasonable amount, however with a minimum lump-sum insured sum of EUR 1,000,000.00 per event of bodily injury/property damage during the term of the contract and provide evidence of such insurance upon request. Any additional damage claims remain unaffected.

10. Copyrights

- 10.1 All copyrights, industrial property rights and similar rights in law regarding the agreed Supply and all other written, machine-readable and otherwise created work results obtained in connection with the contract become the property of KIC KRONES upon their creation without any further conditions and without any additional remuneration.
- 10.2. These rights are the exclusive property of KIC KRONES without any spatial, temporal or content-related restrictions and may be extended, transferred, revised, adapted, modified, duplicated or published by KIC KRONES without the Contractor's consent.
- 10.3. KIC KRONES may use the Supply free of charge. KIC KRONES is entitled to apply for patent protection for patentable results of development.
- 10.4. The Contractor is not prevented from using the know-how obtained in the course of performance of the contract for own purposes unless this constitutes an infringement of the property rights in accordance with paragraph 10.1. However, when providing services for third parties, the Contractor may not use the work results exclusively obtained for KIC KRONES in relation with the performance of the contract.

11. Limitation periods

- 11.1. The statutory limitation periods apply subject to the below exceptions.
- 11.2. Where the statutory limitation period for defects of quality would be two years, it is extended to 36 months.
- 11.3. The limitation period for defects of title (paragraph 8.4.) is 4 years, starting upon the conclusion of the contract.
- 11.4. For Supplies and parts of Supplies that are replaced in relation with supplementary performance, the limitation period starts anew upon completion of the supplementary performance. For Supplies the operation of which cannot be maintained during the inspection of defects and supplementary performance, the limitation period will be extended by the period of the interruption of operation due to defects.

12. Assignment, set-off, retention

- 12.1. The Contractor is not entitled to assign any claims against KIC KRONES.
- 12.2. KIC KRONES are entitled to the statutory rights of set-off and retention.

13. Duty to inform, confidentiality and protection of data privacy

- 13.1. In case of a long-term supplier relationship, the Contractor has a duty to inform with regard to all circumstances that might be relevant for KIC KRONES; these particularly include information about quality issues that could not be remedied, foreseeable supply difficulties and all changes in product properties that might affect the use by KIC KRONES, even if they do not cause the Supply to be defective.
- 13.2. If the Contractor intends to entirely or partially discontinue the production of Supplies (adhesives, cleaning agents, etc.), the Contractor is obligated to inform KIC KRONES accordingly at least 6 months in advance.
- 13.3. Both parties are obligated to treat all non-obvious commercial and technical details that become known to them in relation with the business relationship as trade secrets. The Contractor is in particular obligated to keep any calculations, illustrations, plans, contract specifications, requirement profiles, functional specifications, drawings, and other documents, as well as any data media, models and other aids, strictly confidential. These data may be disclosed to third parties and/or used for the Contractor's own purposes beyond the subject of this contract only if KIC KRONES have granted their express permission. This confidentiality obligation also applies after the contract has been processed; it ceases to apply once the knowledge, experiences and information contained in the aforementioned calculations, illustrations, plans, and documents, etc. have become common knowledge. KIC KRONES remain the sole owner and have sole rights of disposal to all of the intellectual property rights associated with the aforementioned. The Contractor may only disclose the contractual relationship with KIC KRONES to third parties subject to the written consent of KIC KRONES.
- 13.4. The Contractor is responsible for ensuring that all persons entrusted by the Contractor with the performance or processing of the contract comply with the statutory provisions on the protection of data privacy. The commitment to observe data secrecy as required under data privacy law must be declared prior to the initial start of the activities at the latest, and evidence of such commitment must be provided to KIC KRONES upon request. The Contractor agrees to the personal data disclosed to KIC KRONES under the business relationship being stored and automatically processed in the EDP systems of KIC KRONES.

14. Place of jurisdiction, governing law

- 14.1. The exclusive place of jurisdiction for all disputes arising from and in relation with the contract is Regensburg, Federal Republic of Germany, if the Contractor is a German entrepreneur, a German legal entity under public law or a German special fund under public law. The exclusive place of jurisdiction for actions against KIC KRONES filed by contractors that have no general place of jurisdiction in the Federal Republic of Germany also is Regensburg, Federal Republic of Germany. Regensburg, Federal Republic of Germany, also is an additional place of jurisdiction for actions filed by KIC KRONES against contractors that have no general place of jurisdiction in the Federal Republic of Germany apart from the statutory places of jurisdiction. Any arbitration agreements made between the parties take precedence.
- 14.2. Only the laws of the Federal Republic of Germany apply with respect to the inclusion of these Terms and Conditions of KIC KRONES and all legal relationships arising from the contract and any possible secondary and/or consequential business involving the parties to the contract and their legal successors. Also this choice of law and the foregoing provisions on the place of jurisdiction are subject to the law of the Federal Republic of Germany.

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