

» General Terms and Conditions of
Purchase of Möllers Packaging
Technology GmbH (version 7/2024)

möllers

PACKAGING TECHNOLOGY GMBH

General Terms and Conditions of Purchase of Möllers Packaging Technology GmbH (version 7/2024)

1. Orders

The following General Terms and Conditions of Purchase apply for our orders. We hereby expressly reject any deviating General Terms and Conditions of the supplier. Deviations in the order confirmation shall only apply if we have expressly recognised them in writing. Execution of the order shall be considered recognition of these purchasing conditions. Orders, order confirmations and delivery call-offs shall require the written form. This also applies to amendments and supplements.

Orders must be confirmed within 3 business days. The prices indicated in the order are always fixed prices, and do not include statutory VAT. Our order data, such as the supplier number, order number, item number, and item designation must be indicated on the order confirmation.

We may not incur any costs for offers or samples. Drawings, drafts, models, samples, manufacturing specifications, etc. which we have provided to the supplier for the purpose of submitting an offer or carrying out an order shall remain our property and may not be used for other purposes, duplicated, or made accessible to third parties.

2. Deadlines and terms

Agreed deadlines and terms are considered binding. Delivery terms shall begin at the time the order is received. We must be notified promptly of delays and the reason for the delay; delay shall begin without requiring a warning. The date on which we receive goods shall be used to determine whether the delivery deadline was complied with, unless another delivery address is indicated. In case of services, the date on which work is completed is decisive. Unless delivery "free of charge to our plant" has been agreed, the supplier must provide the goods promptly in consideration of the customary time required for loading.

If the agreed deadline is not complied with for reasons for which the supplier is not responsible, we are entitled at our discretion, and regardless of further statutory regulations, to withdraw from the agreement following a reasonable grace period, to make a purchase from a third party and / or to file claims for damages due to non-performance. We are entitled to reimbursement of all additional costs we incur if services or deliveries are delayed for reasons for which the supplier is responsible. Acceptance of a delayed delivery or service shall not be considered a waiver of claims for reimbursement.

If the agreed delivery term is not complied with, we will also be entitled to payment of a contractual penalty of 0.1 % per business day, and a max. of 5% of the order total. We are not required to reserve our right to the contractual penalty at the time of acceptance.

If the supplier anticipates difficulties with production or obtaining preliminary materials, or if circumstances occur over which the supplier has no influence that are likely to prevent the supplier from completing the delivery on time and in the agreed quality, then the supplier must inform our ordering department promptly. The values we determine at the time of the incoming goods inspection are decisive for quantities, weights and dimensions, conditional on other verification.

Increased or reduced deliveries, as well as partial or advance deliveries, require our approval. We are entitled to deny acceptance of goods delivered before the delivery date indicated in the order and to return the prematurely delivered goods at the cost and risk of the supplier, or have them stored by third parties.

3. Deliveries

We shall incur no costs for shipping or packaging, unless otherwise agreed. The supplier shall bear all risks related to transportation in every case. The receipt confirmation shall only be considered recognition that goods have been received, not recognition of proper fulfilment.

A packing slip and delivery slip must be enclosed with all shipments stating our order information (see pt. 1). In case of partial deliveries, the remaining quantity to be delivered must be stated.

4. Extraordinary cases

If it is impossible or significantly more difficult for us to fulfil our contractual obligations due to force majeure, strikes, or lockouts, then we can revoke the agreement in whole or in part or request performance at a later date, without this resulting in any claims against us for the contractor. If it would be unreasonable for the contractor to execute the order in this case, then it can withdraw from the agreement.

5. Defects

We will notify the supplier promptly of defects once they are found in the normal course of business. The supplier hereby assures it will carry out careful outgoing goods inspections. Therefore, the supplier waives fulfilment of the commercial duties of inspection and notifi-

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cation of defects (Sec. 377 et seq. of the German Commercial Code). The confirmation of receipt shall not be considered recognition that goods are free from defects. If there are defects in random samples, we are entitled to assert our warranty rights and claims for damages for the entire delivery.

In case of defects, or if guaranteed characteristics are not executed, including guaranteed operating values and our specifications, then we are entitled, at our discretion, to change the order, reduce the price, request a new delivery, request rework on site, or file claims for damages due to non-fulfilment. Any other claims for damages shall remain unaffected. If there is a defect, regardless of our other or further claims, the supplier shall also be responsible for the costs of inspecting and identifying the defect.

We are entitled to correct defects at the cost of the supplier and without informing the supplier in advance if immediate correction of the defect is justified by a specific interest, or if it is possible that having the defect corrected by the supplier would result in higher costs than if we corrected the defect, or if having the defect corrected by the supplier would result in delays that would make it more difficult for us to meet our obligations towards our contractual partners.

We may return goods not delivered in accordance with the contract at the cost and risk of the supplier.

The statute of limitations for claims listed in paragraph 1 is 3 years, unless longer terms are prescribed by law.

6. Warranty

Statutory regulations apply to the warranty. In urgent cases, we are entitled to rectify defects at the supplier's cost and risk after notifying the supplier, regardless of our other claims. If not otherwise agreed, the supplier must grant a 24 month warranty (durability/performance guarantee).

7. Reimbursement

We are entitled to reimbursement of all damages the supplier causes us and/or our purchasers in conjunction with the defective delivery or service. This applies in particular due to wasted materials or wages, due to concealed defects, and due to increased costs we incur to comply with our own delivery deadlines, as well as other subsequent damages resulting from defects. This reimbursement obligation shall not apply if the supplier can prove that neither it nor personnel for whose conduct it is responsible under the law

was culpable anyway, unless the supplier is liable by law even without culpability.

If an error in series production makes it necessary to replace an entire series of contractual objects or our products in which the contractual objects have been installed, for instance because a risk analysis would be uneconomical, impossible, or unreasonable in a particular case, then the supplier shall also reimburse the parts of the affected series that do not have technical defects.

If a defect falling under the supplier's range of performance triggers our producer liability, then the supplier shall indemnify us against said producer liability. The supplier shall bear all costs resulting from producer liability.

The supplier shall also be liable for damages resulting from a lack of or from deficient safety measures.

8. Delayed deliveries

If the delivery or service is delayed, then the agreed payment due dates shall be delayed accordingly. We are entitled to charge interest on our advance payment for the length of the delay amounting to 8 percent above the prime rate of the European Central Bank.

9. Invoices

Invoices can be submitted to us digitally (buchhaltung@moellers.de) or by mail (3 copies), separately from the delivery, and including our order data (see point 1). Payment terms shall begin on the date the invoice is received, but not before the service is accepted or the delivery is received.

Payment shall be made as agreed, or otherwise within 14 days minus a 3% discount or within 60 days net.

Without our prior written approval, the supplier is not entitled to assign its claims or allow them to be collected by third parties. We may not deny approval in an unreasonable manner.

10. Contractual penalty

We can assert any applicable contractual penalty up until the time of the final invoice or final payment. We do not need to reserve this right at the time the performance is accepted.

11. Trade secrecy

The contractual partners hereby undertake to treat all non-public

business-related and technical information disclosed to them in the course of the business relationship as trade secrets. The supplier may only refer to its business relationship with us in advertisements if we have declared our agreement with this in writing. Production materials created at our cost or provided by us, such as drawings, models, samples, dies, templates, etc. may not be used for deliveries and services to third parties or for the supplier's own purposes.

12. Liability

The supplier shall be liable for claims asserted due to violations of intellectual property rights and patent applications in relation to the contractual use of its deliveries or services. The supplier shall indemnify us and our purchasers against all such claims. We hereby undertake to promptly notify the supplier of all potential violations and alleged violations of which we become aware, and to give the supplier the opportunity to join us in countering such claims.

13. Withdrawal

If the supplier halts its deliveries, or if a motion for bankruptcy proceedings is filed against its assets, or if a motion is filed for judicial or extra-judicial settlement proceedings, we are entitled to withdraw from the unfulfilled portion of the agreement.

If the supplier becomes insolvent, we are entitled to reserve a reasonable security, and at least 10% of the agreed price, until the end of the statute of limitations for warranty claims.

The supplier shall assign its warranty claims against its own preliminary suppliers to us. We are entitled to disclose this assignment if the supplier becomes insolvent.

In addition, we are entitled to withdraw from our orders with respect to any portions of the scope of delivery not fulfilled by this point.

14. Effectiveness

If a provision of these conditions and the other agreements concluded is or becomes invalid, this shall not affect the validity of the remainder of the agreement. The contractual partners are obligated to replace the invalid provision with a regulation coming as close as possible to it in terms of economic effect.

15. Regulations

The relevant regulations apply in addition to these General Terms and Conditions of Purchase. The law of the Federal Republic of Germany shall apply exclusively. The uniform commercial provisions of the Law Applicable to Contracts for the International Sale of Goods shall not apply.

16. Destination

The place of fulfilment for deliveries and services shall be the destination. Risk shall be transferred in every case only after delivery of the goods to the agreed place of receipt. This also applies to freight costs to be paid by Möllers Packaging Technology.