GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALES
Dated 04.2024

1. **Scope, Form**

1.1. These General Terms and Conditions of Delivery and Sales (hereinafter referred to as "**GTC**") shall apply to all deliveries, services and offers (hereinafter referred to as "**Services**"), which Unicor GmbH (hereinafter referred to as "**we**" or "**us**") provides to its customers, insofar as these are entrepreneurs (Section 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law (hereinafter referred to as "**Customer**").

1.2. These GTC apply in particular to the following Services: Delivery and assembly of production plants and systems, in particular corrugators together with all components and spare parts (hereinafter referred to as "**Plants**") and all Services to be provided in connection with such Plants.

1.3 These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer are expressly rejected. These shall only apply to us if we have expressly agreed to them in writing.

1.4 Unless otherwise agreed, these GTC shall also apply to our future Services provided to the Customer.

1.5 Statements and notifications with a legal effect, which the Customer issues to us in connection with Services (e.g. setting of deadlines, notifications of defects, declaration of cancellation or termination) must be made in writing (i.e. within the meaning of these GTC in written or text form, e.g. e-mail, letter, fax).

2. **Quote and Conclusion of Contract**

2.1. Our quotes are non-binding and subject to confirmation and may be adapted and amended by us at any time until the contract is effectively concluded. To conclude a contract effectively, all orders and statements of acceptance by the Customer require our confirmation in writing.

2.2. Our sales personnel are not entitled to make any oral ancillary agreements or to give oral guarantees beyond the scope of the written contract.

2.3. The drawings, dimension figures etc. enclosed with our quotes are not binding and are to be understood merely as approximate data which may be altered in the respective individual case. They only become legally binding once they have become the subject of the concluded contract.

3. **Customer's Duty to Inform**

Prior to conclusion of the contract, the Customer shall inform us of any legal, statutory and other regulations, above all on the execution of delivery, assembly and operation of the Plant, on accident and illness prevention, or foreign exchange restrictions affecting export or import, as well as of any and all government regulations which may delay or prevent the delivery; the Customer shall procure any necessary official permits in due time.

4. **Plans and Documents**

All quotes and brochures, and any accompanying drawings, descriptions, illustrations etc. are our intellectual property and shall not be copied or duplicated in any way, nor disclosed to third parties. On request, they shall be returned to us immediately if the order has not been placed.

5. **Prices**

5.1. Unless otherwise agreed, our prices are ex works and exclude packaging, transport, freight, and assembly. If the Customer requires a test run of the Plant under production conditions in the Customer's presence prior to handover, we shall charge 2.5% of the total invoice amount.

5.2. For an extra charge, we shall assemble the delivered Plant at the Customer's premises subject to prior agreement in writing.

5.3. Our total price is calculated according to the prices named in our order confirmation. These are based on the wage and material costs applicable at the time of order confirmation.
The pricing term is determined on the basis of the individual agreement between the parties. In the event of retrospective technical amendments, we reserve the right to adjust the price accordingly. After conclusion of the contract, any changes to the agreed Services require our written consent.

5.4. The Customer shall pay any taxes, contract fees, stamp duty, export, import, or execution fees, discount rate interest, customs fees and customs duties, official provision charges, and other costs involved in the delivery.

5.5. If the net value of the goods is less than € 150.--, a surcharge of 80 € will be generally applicable. The minimum net goods value is 150.-- €.

6. **Deliveries, Delivery Periods and Partial Delivery**

6.1. Deliveries are "ex works" (Incoterms 2020: ExW).

6.2. Binding delivery dates or delivery periods expressly require a written agreement.

6.3. If we are unable to meet binding delivery dates or delivery periods due to circumstances for which we are not responsible, the following shall apply:

a) We will inform the Customer immediately and, if possible, communicate the next possible delivery date.

b) If performance of the Services is no longer possible by the next possible delivery date or at all, without us being responsible for this, we shall be entitled to withdraw from the contract in whole or in part without the Customer being entitled to claims for damages.

cc) Circumstances for which we are not responsible include all cases of force majeure, lockouts and other significant disruptions to operations and/or the supply chain, the failure of our suppliers to deliver to us if we have concluded a congruent hedging transaction and restrictions on trade due to embargoes and sanctions.

6.4. The establishment and period of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, a reminder from the Customer is required.

6.5. We can effect partial or preparatory deliveries.

If binding delivery dates or delivery periods are delayed due to circumstances for which the Customer is responsible, we shall be entitled to damage claims, including any additional expenses. All other rights and claims remain unaffected.

7. **Terms of Payment**

7.1. Unless expressly agreed otherwise, our invoices shall be payable on receipt by the Customers. All payments shall be made in the currency and to the account mentioned in the order confirmation. Payment shall be considered effected when the amount is available to us.

7.2. Payment in instalments shall require our previous consent in writing. If the Customer defaults on payment of one instalment, the total outstanding amount shall be payable immediately.

7.3. If the term of payment is exceeded, the Customer shall be in default without a reminder. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. The assertion of a higher damage caused by default and/or the assertion of the statutory lump sum pursuant to Section 288 (5) BGB as well as the commercial maturity interest (Section 353 HGB) shall remain unaffected hereby.

7.4 If we are made aware of circumstances that question the Customer's creditworthiness after the contract is concluded, we are entitled to make the remaining debt payable immediately if there is an agreement on payment in instalments, and to make our delivery and service dependent on payment in advance or a security deposit.

7.5. The Customer is only entitled to offset if his/her counterclaims are established as final an absolute or are undisputed. The Customer only has the right to withhold amounts from counterclaims arising out of the same contractual relationship.

8. **Retention of of Title**

8.1. Until complete payment of all claims arising from the business relationship with the CCustomer, we reserve title to the delivered Plants and all other delivered products (hereinafter referred to as "**Reserved Goods**").

8.2. The CCustomer is only entitled to sell Reserved Goods in course of ordinary business. As of the date the contract is signed, as security, the CCustomer assigns to us all claims in respect of the Reserved Goods arising from resale or any other legal ground (assurance, tort), including all unpaid balances from open accounts. The Customer shall remain entitled to collect these claims even after the assignment. Our authorisation to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claims as long as the Customer fulfils his payment obligations from the revenue collected, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we may request the Customer to inform us of the assigned claims and the respective debtors, to provide all information required for collection, to hand over the relevant documents and inform the debtors (third parties) of the assignment.

8.3 The retention of title shall extend in full to the products resulting from the processing, mixing or combining of our Plants and other products, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with items of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined items. In all other respects, the same shall apply to the product created in this way as to the Reserved Goods.

8.4 The Customer is not entitled to pledge Reserved Goods, to assign them as security, or to make other arrangements endangering our title in the Reserved Goods. In the event of seizures or other interventions by third parties, the Customer must inform us immediately in writing so that we can take legal action in accordance with Section 771 ZPO [German Code of Civil Procedure].

8.5. For the term of retention of title, the Customer is obliged to handle the Reserved Goods with care. Additionally, the Customer is obliged to insure the Reserved Goods to an adequate extent, in particular against damages due to fire, water and theft at replacement value.

8.6. If the Customer defaults on his/her payment obligations to us, we are immediately entitled to withdraw from the contract, to take the Reserved Goods back and to make use of other means to satisfy claims due from the Customer following timely notification, irrespective of our right to claim damages. In such case, the Customer shall immediately allow us or our representative access to the Reserved Goods and hand them over.

8.7. In the case of deliveries into other jurisdictions, where the retention of title does not ensure the same security effect as in the Federal Republic of Germany, the Customer shall make sure that equivalent security arrangements will be made for us. The Customer shall co-operate in all measures, e.g. registration, publication etc., which are necessary and indicated for the effectiveness and enforceability of such security arrangements. Until proof of fulfilment of these obligations, we are entitled to withhold contractual delivery. If the Customer fails to meet his obligation, we are entitled to withdraw from the contract at reasonable notice, our right to claim damages remains unaffected.

8.8. If the realisable value of the securities exceeds our claims by more than 10 %, we shall release securities of our choice at the request of the Customer.

9. **Place of Performance, Transfer of Risks**

9.1. Insofar as no separate agreement is concluded between the parties, Haßfurt shall be the place of performance for all demands arising from the commercial relationship between the parties.

9.2. If the Plant is delivered to another site at the Customer's request, the risk shall transfer to the Customer as soon as we have handed over the delivery to a forwarder, a carrier, or another person commissioned with execution of the delivery. If the delivery is postponed at the Customer's express request, the risk shall transfer to the Customer on announcement that the goods are ready for delivery.

9.3. In the event of delayed acceptance by the Customer, we reserve the express right to charge any costs (e.g. storage costs) to the Customer as may be incurred as a result of the delayed acceptance of the system.

10. **Packing**

10.1. The goods will be packaged in the customary manner to prevent any weather effects on the delivery under normal transport conditions.

10.2. The Customer shall inform us in due time of any special requests regarding packaging. Information is considered given in due time if we can provide the requested packaging without any resulting delay and unreasonable difficulties. If we are not informed of the special packaging unit in due time or if the special packaging type requires unreasonable effort, we are entitled to reject the special packaging type*;* rejection will be declared without delay and in writing. If we agree to the special packaging with the Customer, the delivery period will be extended accordingly by a reasonable time.

10.3. The Customer will be invoiced separately for packaging; packaging material will be non-returnable.

10.4. The packaging costs will be invoiced separately as follows: 1.5% for transport by lorry, train or air; 3.0% for seaworthy packaging, of the respective gross order value.

11. **Transport and Insurance**

11.1. At the Customer's expense, we will take out house-to-house transport insurance in accordance with the value of the delivered goods at a rate favourable at the time of dispatch. If the Customer expressly wishes to take out his/her own transport insurance, the Customer and their insurance company will submit a confirmation in writing.

11.2. The Customer shall address any complaints in respect of transport directly to the last carrier on receipt of delivery or freight documents. The Customer shall also assert any such claims immediately against the carrier. At the same time, the Customer shall inform us of any such complaint.

12. **Obligation to Check Delivery and Lodge Complaints**

12.1 The Customer is obliged to check the delivered Plant for obvious defects clearly visible to the average Customer. Any complaints regarding obvious defects, primarily clearly visible damage and malfunctions, shall be lodged with us in writing within 2 weeks after delivery.

12.2. Any complaints regarding non-obvious defects must be lodged immediately after detection of such defects.

12.3. If the obligation to check delivery and lodge complaints is not complied with, the delivery is considered approved and the respective defect is considered accepted.

13. **Warranty**

13.1. We only warrant that the Plants delivered by us comply with the specifications listed in the data sheets. We do not guarantee that the delivered Plants can be used in the environments chosen by the Customer or for the purposes intended by the Customer and that they comply with the Customer's specifications unless this has been expressly agreed in writing and the Customer has informed us of the special requirements in writing in advance. In any other case the Customer remains responsible for the usability of the delivered Plants in his environment.

13.2. The Customer is only entitled to claims for defects if he has properly fulfilled his obligations to inspect the Plants and give notice of defects in accordance with Section 377 HGB (German Commercial Code).

13.3. If a Plant is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free Plant (replacement) Our right to refuse subsequent performance under the statutory conditions remains unaffected. We are entitled to make the subsequent fulfilment owed dependent on the Customer paying the purchase price due. However, the Customer is entitled to retain a proportionate part of the purchase price in relation to the defect.

13.4 Customer's claims for defects are limited to 1 year. The limitation period commences with handover and acceptance or, insofar as we are also responsible for monitoring the commissioning process, with its completion. The Plant is deemed to have been accepted if the Customer puts this into ongoing operation for commercial purposes (commissioning).

13.5. No claims for defects of an item can be asserted if the defect or damage has been caused by the following:

- the Customer failed their obligation to check the delivery and lodge complaints,
- in spite of our request, the Customer failed to give immediate opportunity for rework,
- the purchased goods have been misused or overused,
- the purchased goods have been improperly repaired, maintained or serviced at an earlier time, and this should have been evident to the Customer,
- parts or spare parts that are neither original spare parts nor authorised by us in writing have been inserted into the purchased goods, or the purchased goods have been altered in a manner not authorised by us, or
- the Customer failed to meet the instructions on operating, maintaining and servicing the purchased goods.

13.6. If a Plant is defective, we shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTC. If it is found that there was no defect, we are entitled to claim for compensation from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew or could have known that there was no defect.

13.7 If the Customer exercises his/her right to withdraw from the contract due to a defect or otherwise, he/she will pay for the use made of the delivery, which equates to a monthly amount of 3% of the agreed purchasing price for impairment of value, unless he/she submits proof that impairment of value did not occur or only occurred to a lesser degree.

14. **Liability**

14.1. Unless otherwise stated in these GTC, we shall be liable in accordance with the statutory provisions.

14.2. We are liable for damages - regardless of the legal ground - in the event of intent and gross negligence.

14.3 In the event of gross negligence, liability for damages shall be limited to the foreseeable, typically occurring damage.

14.4 In the event of simple negligence, we shall only be liable, subject to a milder standard of liability in accordance with the statutory provisions (e.g. for care in our own affairs), for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely). However, our liability shall be limited to compensation for foreseeable, typically occurring damages.

14.5 The limitations on liability set-out in Clauses 14.3 to 14.4 shall also apply to breaches of obligations by persons, if we are legally responsible for fault of these persons (in particular our legal representatives and vicarious agents).

14.6 The limitations on liability set-out in Clauses 14.3 to 14.4 do not apply (i) to damages resulting from injury to life, body or health, (ii) if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the Plants and (iii) for claims of the Customer under the German Produkthaftpflichtgesetz (German Product Liability Act).

14.7. Subject to Clauses 14.1 to 14.6. we shall only be liable to the Customer if we have expressly acknowledged our liability in writing. This applies in particular to contractual penalties asserted by the Customer.

14.8. We are not obliged to examine whether the specifications provided by the Customer, and in particular the products manufactured with our Plants, infringe the industrial property rights of third parties. This examination is the sole responsibility of the Customer. The Customer is obliged to indemnify us against all third-party claims which are based on the fact that the specifications provided by the Customer, and in particular the products manufactured with our Plants, infringe third-party property rights. Within the scope of his obligation to indemnify, the customer shall reimburse us for all expenses in accordance with Sections 683, 670 BGB arising from or in connection with the claims of third parties.

15. **Warranty and Liability for used Plants**

15.1 Regarding the sale of Plants, which are expressly offered as “used”, any warranty, in particular any obligation to rectify defects and liability, is excluded, unless otherwise stated in Clauses 15.2 to 15.3.

15.2 We are liable for damages - regardless of the legal ground - in the event of intent and gross negligence.

15.3 The limitations on liability set-out in Clauses 15.1 do not apply (i) to damages resulting from injury to life, body or health, (ii) if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the Plants and (iii) for claims of the Customer under the German Produkthaftpflichtgesetz (German Product Liability Act).

16. **Statute of Limitations**

16.1 In deviation of Section 438 (1) No. 3 BGB the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

16.2 The limitation period in Section 16.1 shall also apply to contractual and non-contractual claims for damages of the Customer based on a defect in the Plants delivered by us, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case.

16.3 The statutory limitation periods shall apply exclusively if the Plants delivered by us are a building or if they are normally used for a building and have caused the defect. In the same way, the statutory limitation periods shall apply exclusively if we are liable to the customer for damages due to intent or gross negligence, in the event of a breach of a material contractual obligation (obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely), as well as in the event of damages resulting from culpable injury to life, body or health.

17. **Confidentiality**

The Customer shall keep all information about our Plants (in particular process information, samples or design documents) as well as information about our operating procedures, secret, unless the information is not generally known (hereinafter referred to as “**Confidential Information**”) or the Customer is obliged by law or court order to disclose the information, even beyond the termination of the respective contract. The Customer shall impose the same confidentiality obligation on its employees and suppliers if they are supposed to become aware of Confidential Information.

18. **Export Control**

18.1 The Customer confirms that the Plants will not be used, in whole or in part, in any activities related to the development or production of nuclear, chemical or biological weapons. The Customer confirms that the above products are not intended, in whole or in part, for military use or for a military end-user. Therefore, the products will only be used for civilian end-uses.

18.2 Furthermore, the Customer confirms that the Plants will not be transferred to any natural or legal person, entity or body subject to sanctions or embargoes without the prior consent of the Federal Office of Economics and Export Control (BAFA) of the Federal Republic of Germany.

18.3 The Customer confirms that the Plants will only be transferred to third parties / third party companies on the condition that these persons/companies accept the obligations of this declaration as set-out in Clauses 18.1 and 18.2 as binding for themselves and on the condition that these persons or companies are known for their trustworthiness and reliability in complying with such obligations.

19. **Supply chain**

We review and monitor our supply chains in accordance with the mandatory statutory regulations of the Federal Republic of Germany. Beyond that, we are not obliged to any additional review or monitoring.

20. **Data**

The Customer agrees that we may collect, process, store and use the customer data gathered in connection with the processing of these orders, as well as use it for internal market research and our own marketing purposes. If the Customer does not wish us to use the data in this way, he is entitled to object to this use in writing at any time. We will not utilise customer data beyond the scope regulated in the first sentence.

21. **Reverse engineering**

Without our prior consent, the Customer is not authorised to observe, examine, dismantle or test our systems within the meaning of Section 3 (1) No. 2 of the German Trade Secrets Act (reverse engineering).

22. **Applicable Law, Jurisdiction, Partial Invalidity, Written Form**

22.1. The law of the Federal Republic of Germany shall be applicable for these General Terms and Conditions and all the legal relations between us and the Customer. The regulations of the Vienna Agreement dated 11/04/1980 on Contracts on International Sale of Goods (CISG) shall not apply.

22.2. If the Customer is a merchant as defined by the HGB (German Commercial Code), a legal person under public law, or a public special fund, Haßfurt will be the jurisdiction for any disputes arising indirectly or directly from the contractual relationship with the Customer. However, we are also entitled to institute legal proceedings at the appropriate court for the Customer's place of business.

22.3. If individual regulations in these General Terms and Conditions or other agreements with the Customer are invalid in whole or in part, the validity of the remaining regulations shall not be affected.

22.4 Changes or supplements to the contract must be made in writing.