

1. SCOPE OF APPLICATION

- 1.1 Unless otherwise agreed, these general terms and conditions are applicable to all services and deliveries provided by SCHÜTZ IBÉRICA, S.L. ("SCHÜTZ"), and they can be viewed at any time at: <https://www.schuetz-packaging.net/schuetz-iberica/es/terminosgenerales-y-condiciones/>.
- 1.2 If any agreement is reached between SCHÜTZ and the customer prior to formalising an order or contract, or at the time of formalisation, and if that agreement differs from the contents of these general terms and conditions, it must be formalised in writing in order to become effective.
- 1.3 No terms or conditions presented by the customer will be applicable, regardless of whether they conflict with these general terms and conditions or are complementary to them, nor will they be able to cause any damage or losses to SCHÜTZ, even under circumstances where SCHÜTZ does not express any objection to them.

2. BINDING NATURE OF THE CONTRACT AND DELIVERY

- 2.1 Offers from SCHÜTZ are non-binding and are subject to confirmation.
- 2.2 The contract will only become binding once SCHÜTZ has confirmed the order in writing, or at the latest, when the customer accepts the deliveries or services. This also applies to orders placed within the context of a framework arrangement. Verbal agreements must be confirmed in writing in order to become binding. Moreover, once a purchase order has been confirmed by SCHÜTZ it cannot be cancelled or modified unless written consent from SCHÜTZ has first been obtained, and SCHÜTZ shall be held harmless and compensated for any damage or losses related to any modification of an order.
- 2.3 Unless agreed otherwise, once an order is considered firm the customer must comply with all its obligations to SCHÜTZ (especially those related to delivery and payment). This is applicable even if there are discrepancies related to product quality, or any other discrepancies related to the order or to other commercial relationships between the parties, and regardless of the manner in which the dispute is finally resolved.
- 2.4 Information found in catalogues or in other documents regarding quantities, weights and measurements, images, and descriptions is nonbinding, as is information about suitability for a particular use. Therefore, the customer will not be released in any way from its obligation to comply with all legal provisions and regulatory requirements that may be applicable in a given case, or from the need to perform its own tests, as necessary. In order to become valid, guarantees by SCHÜTZ, or assumption by SCHÜTZ of any type of risk, must be formalised in writing.
- 2.5 If any permits from public authorities or other approvals are required for an order to be fulfilled, the customer must obtain them directly.
- 2.6 Unless indicated otherwise, deliveries will take place according to Incoterms (2010) EX WORKS at the place of delivery indicated in the order confirmation.
- 2.7 SCHÜTZ may perform deliveries or provide services in an early or partial manner, as long as doing so is not unreasonable for the customer.
- 2.8 The contractually agreed delivery periods begin on the day the order is confirmed, but never before all details of the order have been clarified or before the customer has complied with all of its contractual obligations. Compliance with the delivery obligation will be confirmed by SCHÜTZ by means of the notice of availability.
- 2.9 The delivery periods will be extended in any case of force majeure, or under any other circumstances for which SCHÜTZ is not responsible, especially natural disasters, shortages of raw materials or energy, interruption of operations, or measures adopted by public authorities, or if deliveries made to SCHÜTZ itself are incorrect or delayed. SCHÜTZ will be released from its obligation to make a delivery if doing so is unreasonable or impossible because of such circumstances, and SCHÜTZ will be permitted to make partial deliveries.
- 2.10 Under no circumstances will any possible delays justify cancellation of an order or give rise to any right to withhold payment or make claims for damages or losses.

3. PRICES - PAYMENTS - COMPENSATION - ASSIGNMENT - RETENTION

- 3.1 The applicable prices will be those charged by SCHÜTZ at the time the contract is formalised, with duties, VAT, and other taxes not included. Prices will be in euros (€).
- 3.2 SCHÜTZ is authorised to modify the prices included in confirmed orders when this is caused by changes to currency exchange rates or to costs derived from intervention by governments, international bodies, etc. and beyond SCHÜTZ's control. The customer will be immediately notified regarding any price increase, and then for a period of eight days starting from receipt of this notification, the customer will be authorised to cancel the part of the order that has not yet been delivered.
- 3.3 Payments made by the customer must be paid exclusively into the account indicated on the invoice, and payments will be considered as effectively received only once SCHÜTZ has access to the full amount invoiced with no reserves or limitations. Payments will be applied to the oldest invoice that is due and payable, and therefore to all related costs, interest, and other sums accrued on the outstanding balance.
- 3.4 The purchase price must be paid immediately with no deductions taken, no more than 30 days after the invoice has been issued.
- 3.5 If, after the contract has become binding, there is any indication of risk that the customer cannot pay, or if the customer delays in complying with its payment obligations, SCHÜTZ may establish new payment terms and conditions for any deliveries and services with execution still pending, and it may request the provision of guarantees. SCHÜTZ may also charge penalty interest to the extent this is permitted by law.

- 3.6 If the customer is pursuing a claim against SCHÜTZ for any amount, it will not be authorised to perform any withholding or deduction in relation to any payment, unless the right to do so is based upon a ruling with legal force associated with the same contractual relationship.
- 3.7 No claims derived from SCHÜTZ's deliveries and services may be assigned or transferred unless authorisation has first been obtained in writing.

4. RETENTION OF TITLE

- 4.1 SCHÜTZ retains the title to the goods delivered until the price has been paid in full ("Goods with Retention of Title"). The customer will only be authorised to sell the Goods with Retention of Title in the course of its ordinary business activities. Any other manner of disposing of such goods is prohibited. In particular, the customer is not authorised to perform any mortgaging or pledging of such goods to third parties as collateral. The customer must immediately provide written notification to SCHÜTZ regarding the existence of any seizure, encumbrance, or other interference by a third party.
- 4.2 If the customer re-sells goods subject to retention of title and this results in any rights and actions being granted to the customer in relation to the buyer, then by means of these terms and conditions the customer agrees to assign all such rights and actions to SCHÜTZ. The purpose of this assignment will be to guarantee the preservation of SCHÜTZ's credit rights.
- 4.3 The customer is obligated to handle the Goods with Retention of Title with due care, to protect them by use of all necessary and pertinent security measures, to insure them, to label them as goods belonging to SCHÜTZ, and to store them in a manner that allows them to be separated from other goods at any time. By means of this document, the customer is assigning to SCHÜTZ all claims made to its insurer in the event of damage or losses.
- 4.4 If the Goods with Retention of Title are re-sold to a non-EU country, the customer must guarantee that SCHÜTZ will retain ownership of the goods until the customer has completed payment.
- 4.5 If the estimated value of the guarantees related to retention of title and of the assigned claims exceeds 150% of the credit owed to SCHÜTZ, the customer may request release of the excess guarantees, with SCHÜTZ hereby reserving its right to choose from among them.

5. CLAIMS

- 5.1 All claims for apparent defects related to quantity or quality must be made within a maximum period of 5 days counted from receipt of the goods. Notification regarding hidden defects must be given within a maximum period of 5 days from the moment they are detected, and always within a period of 1 year from delivery of the goods. In both cases a precise description of the defects must be included.
- 5.2 If requested by SCHÜTZ, the customer must send the products considered defective for inspection, either to SCHÜTZ's registered address in Vilaseca/El Pla de Santa María or to another specified location.
- 5.3 If timely notification has been provided regarding a quality-related defect, SCHÜTZ may choose to either repair the defect or replace the goods with non-defective goods ("Replacement"). Replacement will take place at the delivery location. Replacement does not include any dismantling, pick-up or assembly costs.
- 5.4 If Replacement fails to remedy the defects, the customer may choose to either terminate the contract (with the ability to claim compensation) or demand a reasonable price reduction. Replacement will be considered to have failed to remedy the defects after a minimum of two attempts.
- 5.5 The customer will not have the right to make claims based upon irrelevant defects, such as minor deviations in materials, dimensions, colours, or quantities delivered; or those caused by natural, use-related wear; or for damages derived from the customer's own specifications, drawings, or other templates; or defects caused by improper handling, alterations, or repairs to the goods performed by the customer or by a third party.
- 5.6 SCHÜTZ will only be liable for defects in the delivered products for a period of one year following delivery of the products to the customer, unless a longer time period is imposed by law and is of mandatory application.
- 5.7 Claims for damage and losses are regulated exclusively by the contents of Section 7. Any other claims for quality defects or claims of any other nature are excluded, unless an obligation is established by law and is of mandatory application.

6. CLAIMS FOR VIOLATION OF PROPERTY RIGHTS

- 6.1 SCHÜTZ will make the products available to the customer at the place of delivery, free of any liens, encumbrances, or rights held by third parties.
- 6.2 If in the country of delivery a third party presents a claim against the customer within the relevant limitation period, and which is justified and derived from a violation of that party's property rights, SCHÜTZ may freely choose between either obtaining use rights for the deliveries in question or making a new delivery that is free from any property rights held by a third party.
- 6.3 If it is unreasonable and therefore impossible to do this, the customer will have the right to either terminate the contract (with the ability to claim compensation) or demand a reduction of the contract price, with express exclusion of any other claim or right.
- 6.4 The obligations described above will exist only if, and to the extent that, the customer has provided immediate notification regarding the thirdparty claims, and if it remains possible for SCHÜTZ to carry out all related actions and negotiations. The claims permissible by the customer exclude any where the customer is responsible for violation of the property rights, especially if caused by the customer's particular specifications, or by an unforeseen application, or by changes

made to the delivered goods, or by joint usage with products that were not delivered by SCHÜTZ. If the customer stops using the delivered goods for reasons related to mitigation of damage or losses or for other significant reasons, the customer is obligated to notify the third party that this stoppage of use does not represent an acceptance of the third party's allegations with respect to violation of its property rights.

- 6.5 The limitation period for claims for violation of property rights will be one year after delivery, unless longer periods are established by law and this is of mandatory application.

7. LIABILITY FOR DAMAGE OR LOSSES AND EXPENSES

- 7.1 SCHÜTZ will only be liable for damages or losses if evidence exists that it is due to deception or gross negligence by SCHÜTZ, or by other persons for which SCHÜTZ is responsible.
- 7.2 If any essential obligation derived from the contract is breached, SCHÜTZ's liability will be limited to the damages that could be expected at the time when the contract became binding. If any secondary contractual obligations are breached, which do not represent essential obligations, SCHÜTZ is fully released from any liability.
- 7.3 If compliance is found to be impossible, SCHÜTZ will only be liable if it was aware of the impediment to compliance, or if its lack of such awareness was due to gross negligence.
- 7.4 In conformity with the contents of Clause 7.7 of these terms and conditions, the customer's right to make a claim for damages against SCHÜTZ will be limited to the value of the order of the individual consignment that may have caused the damage or losses (excluding costs for transport, packaging, storage, and taxes), with SCHÜTZ being released from any additional liability.
- 7.5 In any cases where SCHÜTZ is released from liability or where its liability is limited, such release or limitation of liability will also apply to SCHÜTZ's employees, representatives, and agents.
- 7.6 Any claims by the customer for damages in cases where liability is limited by virtue of these provisions will have a limitation period that expires one year after delivery. However, this will not be applicable to any claims where the legislation in force imposes a longer limitation period which is of mandatory application.
- 7.7 To the extent allowed by law, SCHÜTZ's liability, regardless of its legal basis, is limited in general to the total net value of the order of the individual consignment affected by the damage (excluding costs for transport, packaging, storage, and taxes).

8. CONFIDENTIALITY OF THE TECHNICAL AND COMMERCIAL INFORMATION

- 8.1 SCHÜTZ retains exclusive ownership of all tools, moulds, models, samples, materials, parts, plans, sketches, drawings, data storage media, descriptions of processes, calculations, conditions, economic terms and conditions, prices, and any other documentation or information ("Technical and Commercial Information") provided by SCHÜTZ when implementing the delivery or service. SCHÜTZ is the exclusive owner of the intellectual and industrial property rights associated with the Technical and Commercial Information. The customer has no right to submit requests to be granted its own industrial property rights or to claim any previously existing use rights. No licenses or any other use rights over SCHÜTZ's industrial or intellectual property are granted by virtue of this contract.
- 8.2 The Technical and Commercial Information owned by SCHÜTZ and provided to the customer, or to which the customer may be able to gain access in any other way, may not be revealed, transferred to third parties, duplicated, reproduced, analysed, or used for any purpose other than the one agreed, unless our consent has first been obtained in writing. This does not apply to any information that the customer can prove, by providing evidence in writing, was in the public domain when provided, or that has subsequently become information in the public domain without the customer or any other person having committed any confidentiality violations.
- 8.3 If, because of the position they hold, any of the customer's employees must come into contact with SCHÜTZ's Technical and Commercial Information, they must sign the corresponding confidentiality agreements before they can be given access to any such information. This obligation will be applicable to third parties as well as to employees.

- 8.4 The customer is obligated to give adequate attention to the Technical and Commercial Information, to label it as the property of SCHÜTZ, to protect it by use of all necessary and appropriate security measures, to insure it, and to store it in a manner that allows it to be separated from other information at any time.

- 8.5 If a delivery is not made or a service is not provided, or if the contractual collaboration has ended, the customer is obligated to immediately stop using SCHÜTZ's Technical and Commercial Information, including any duplicate copies, reproductions, or analyses that may exist. The Technical and Commercial Information must be immediately returned in its entirety, including any duplicate copies, reproductions, or analyses that may exist, or if the nature of the information makes returning it impossible, it must be irreversibly destroyed. The customer must provide written verification and certification that the information has been entirely returned or destroyed. The customer has no right to retention.

- 8.6 The confidentiality obligation will exist during this contract's period of validity, as well as during the entire time period during which the Technical and Commercial Information remains confidential in nature.

9. DATA PROTECTION

- 9.1 By virtue of the contents of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, SCHÜTZ as the data controller hereby informs the customer that the data entered by the customer during this purchasing process, or during the commercial relationship maintained with SCHÜTZ, will be processed by SCHÜTZ in accordance with the contents established in these Terms and Conditions, as the legal basis for the processing.
- 9.2 The data collected by SCHÜTZ will be processed for the purpose of allowing the products to be purchased, as well as to allow access to the services that SCHÜTZ offers, including the various service provisions included at any given time. The data will be processed strictly during the time period required in order to execute the activities derived from the purchase of products or services, and it will be stored in order to comply with any legal obligations to which SCHÜTZ may be subject (as related to taxation or accounting, preservation of commercial contracts, etc.).
- 9.3 SCHÜTZ will not reveal or transfer the data to any third parties.
- 9.4 In relation to its personal data, the customer can exercise its rights to data access, rectification, erasure, and restriction or opposition of processing by sending a request by email to infov01@schuetz.net, or by postal mail to Apartado 83 (43480 - Vilaseca). The customer also has the right to submit a claim to the supervisory authority, which is the Spanish Data Protection Agency (AEPD in Spanish). The customer can view detailed information on the subject of Data Protection at <http://www.schuetziberica.com/leydatos.html>
- 9.5 In order to ensure a level of security that is adequate for the existing risk, SCHÜTZ guarantees that it will apply to its personal data processing the security measures required by law, taking into account the nature, scope, purpose, and context of the processing. It will also guarantee that the data will be used only for the purposes established in these terms and conditions.

10. APPLICABLE LEGISLATION - PLACE OF COMPLIANCE - JURISDICTION - LANGUAGE - SEVERABILITY CLAUSE

- 10.1 Any dispute that may exist between SCHÜTZ and the customer, including those at an international level, must be resolved according to the laws of Spain, expressly accepting the jurisdiction of the courts and tribunals of the city of Tarragona, Spain. Furthermore, applicability of the United Nations Convention on Contracts for the International Sale of Goods and the legislation concerning disputes under private international law are expressly excluded.
- 10.2 The contractual language is Spanish, unless otherwise agreed in writing.
- 10.3 If one or more of the clauses included in these terms and conditions are declared to be void or unenforceable, this will not affect the validity or applicability of the rest of the clauses. SCHÜTZ may replace any invalid clause with an effective one that is clearly intended to support a successful economic result. The same will be applicable if any gaps or oversights are found to exist in these terms and conditions or in the contract's other provisions.