

1. SCOPE OF APPLICATION

- 1.1 The following terms and conditions shall apply to all contracts relating to SCHÜTZ Ibérica SL ("Schütz") orders unless otherwise expressly accepted in writing by Schütz in a specific contract or document. They can be accessed at all times on www.schuetz-packaging.net/schuetz-iberica/en/terms-and-conditions.
- 1.2 Prior agreements which conflict with these conditions shall only be deemed valid if they are in writing and signed by the parties. Any exceptions agreed on will only apply to the specific order or contract for which the agreement has been reached and will not extend to other orders or contracts from the same supplier. We will not accept conflicting or supplementary Terms and Conditions of Sale from the supplier. This shall also apply if we accept a delivery or service without reservation despite knowing about Terms and Conditions of Sale.

2. ORDER · DELIVERY · PASSING OF RISK

- 2.1 Our orders are placed exclusively in writing. Any oral agreement requires written confirmation. The supplier shall immediately confirm our order in writing (quoting the order number), within a maximum period of five days, unless we explicitly waive the need to do so in writing. In any case, the initiation of the order process shall constitute the supplier's full acceptance of these conditions.
- 2.2 Agreed deadlines are binding. They are considered kept if:
 - a) deliveries have arrived on the due date within our usual business hours at the place of delivery specified by us, and, in case assembly and installation are necessary, if these have been accepted partially or definitively in writing.
 - b) services have been carried out at the place of performance specified by us and partial or definitive written acceptance has been given.
 We shall immediately be informed in writing about any noticeable delay stating the reasons and foreseeable duration of such.
- 2.3 Advance and partial deliveries and services require our prior written consent.
- 2.4 If agreed deadlines are not met, we are entitled to claim liquidated damages of 0.2% of the net value of the delayed delivery or service per complete day, up to a maximum of 5%, which will be credited against the damage that actually occurred. We are entitled to claim such liquidated damages until final payment is made.
- 2.5 Deliveries are subject to Incoterms (2020), unless stipulated otherwise, DAP (within the EU) or DDP (outside the EU) to the place of delivery named in the order, including packaging. In case of installation and assembly, the risk of destruction, loss and deterioration shall only pass to us upon signing the acceptance document. Acceptance shall not be deemed replaced by launch of operations or use of the goods delivered.
- 2.6 All documents (especially declarations of conformity, tests and quality certificates, operating and assembly instructions) which are necessary for executing the order must be supplied free of charge in Spanish.
- 2.7 Subcontracts to third parties regarding the execution of our orders shall only be issued after our prior written consent.

3. PRICES · PAYMENT · SET-OFF · ASSIGNMENT · RETENTION

- 3.1 Prices agreed at the time of conclusion of the contract shall apply, in Euro, plus, if applicable, value added tax (VAT) at the respective statutory rate. Maturity interest is not owed.
- 3.2 Invoices must be issued after delivery and provision of services to our Accounts Department at our place of business. Invoices shall be submitted to us as a single copy and shall in particular contain the tax number or value added tax identification number, date of issue, quantity and type of goods, date of delivery or provision of services, order number and number of delivery note, as well as the price.
- 3.3 We will effect payment within 60 days of receipt of proper delivery and service carried out under the contract and of a correct invoice.
- 3.4 Our claims deriving from defective delivery or provision of services according to clauses 7 and 8 exist regardless of any payments made.
- 3.5 Claims against us shall not be assigned. We have to be informed immediately about any transfer of claims or contract caused by operation of law.
- 3.6 We are entitled to set off and exercise rights of retention. The right to set off also includes claims which we or any other of our group companies has against the supplier or against one of its group companies.

- 3.7 The supplier is only entitled to set off in case of claims which are undisputed or established by final enforceable judgment. The supplier is only entitled to a right of retention if the claim is undisputed or established by final enforceable judgment and based on the same contractual relationship.

4. TITLE · PROPERTY RIGHTS · RIGHTS OF USE

- 4.1 The title to goods ordered is transferred to us upon their receipt or acceptance at the place of delivery; however, no later than upon payment of the purchase price. We are entitled to resell, process and dispose of the goods prior to payment in any other way in the ordinary course of business. Delivery under reservation of title is expressly excluded.
- 4.2 Tools, moulds, models, samples, materials, parts, plans, drafts, drawings, data storage mediums, process descriptions, calculations, conditions, economic terms, prices as well as any other documentation which we provide to the supplier for executing an order remain our sole property, as do inventions, patents, utility models and other industrial or intellectual property rights generated or arising as a result of the design or manufacture of the goods or products that are the subject of the order (hereinafter "Commercial and Technical Information"). Property rights embodied therein belong exclusively to us. The supplier is neither entitled to file applications for industrial property rights nor to claim any rights of prior use. Granting of licences or other rights of use has not been agreed.
- 4.3 The supplier is not entitled to sell such goods or products to third parties, or to make use of elements and/or intellectual or industrial property rights described in the above paragraph which are the property of Schütz for the manufacture of goods or products for third parties.

5. CONFIDENTIALITY

- 5.1 Our Business and Technical Information which we provide to the supplier or which the supplier has otherwise become aware of ("Confidential Information") must not be disclosed, passed onto third parties, duplicated, reproduced, analysed or used for any purpose other than the one agreed upon without our prior written consent. This does not apply to information for which the supplier is able to provide written proof that the information:
 - a) was publicly known when it was provided or became known afterwards without a violation of confidentiality by the supplier,
 - b) was already known to the supplier when it was provided or
 - c) was passed onto the supplier by a third party without breaching any confidentiality obligation.
- 5.2 The supplier's employees and sub-contractors and their employees involved in processing orders shall be separately obliged to sign a written confidentiality agreement regarding the disclosure or dissemination of Confidential Information.
- 5.3 The supplier undertakes to treat our Confidential Information with proper care, mark it as our property, protect it by means of necessary and appropriate safety measures and store it so that it can be separated from other information at any time.
- 5.4 The supplier undertakes to immediately cease to use our Confidential Information, including any possible duplication, reproduction or analyses, if an order is not executed or the contractual relationship is terminated. Our Confidential Information shall be immediately and completely returned, including any possible duplication, reproduction or analyses, or, if return is impossible due to the nature of the information, be irretrievably destroyed. The supplier must confirm its complete return or destruction to us in writing. There is no right of retention.
- 5.5 The confidentiality obligation shall exist for 10 years from termination of the contractual relationship.

6. QUALITY CONTROL · FOREIGN TRADE SOCIAL AND ETHICAL STANDARDS

- 6.1 The supplier maintains a quality management system according to the requirements of ISO 9001. He shall confirm, at the latest with acceptance of our order, our quality requirements, provided to him in specific documents.
- 6.2 The supplier shall provide us with all necessary data and inform us in writing about any obligation to obtain permits in order to be able to comply with all national, European and US foreign trade and customs requirements.
- 6.3 The supplier ensures that the deliveries and services are procured or produced according to internationally accepted social and ethical standards all along the supply chain.

6.4 The supplier grants us the right to check compliance with the requirements listed in clauses 6.1 to 6.3 upon prior notice within the usual business hours.

7. CLAIMS FOR DEFECTS

- 7.1 Deliveries and services have to comply with the agreed specifications, be free from quality defects and from rights of third parties and fit for the intended use as well as be in line with the relevant national and international legal provisions.
- 7.2 The acceptance of delivery or services is subject to inspection for defects. Weights, measurements and quantities are determined by the results of our inspection of incoming goods.
- 7.3 Obvious defects will be notified by us to the supplier within 10 working days after receipt of goods, hidden defects within 10 working days after discovery.
- 7.4 In case of defects of quality or title the supplier shall, at our choice, repair or replace the goods (supplementary performance).
- 7.5 If supplementary performance is failed definitively within the period of time set by us, we are entitled to either claim a reasonable reduction in the agreed price or to withdraw from the contract. Claims for damages or compensation regarding futile expenses, in particular costs of transport, travel, labour, material, processes and machines, shall remain unaffected.
- 7.6 In case of imminent danger, e.g. to avoid own delay or other damages, we are entitled, at the supplier's cost, to repair the goods ourselves or have them repaired by a third party or to purchase the goods from third parties.
- 7.7 Claims for defects become time-barred in 36 months from passing of risk, unless longer periods of time are provided by law.

8. LIABILITY FOR DAMAGES AND EXPENSES PRODUCT RECALL

- 8.1 The supplier is liable to us, irrespective of the legal grounds, for damages or reimbursement of expenses to the extent provided by law.
- 8.2 This also applies in case of prevention of damages, e.g. measures of our customer service department and in case of recall of our products.
- 8.3 The supplier shall indemnify and hold us harmless from and against all claims of third parties at his own cost upon our first request, as long as they are based on defective deliveries or services or if they have been raised by third parties against us for violation of their rights by deliveries or services provided by the supplier.
- 8.4 We are entitled to withdraw from all contracts for deliveries and services which have not yet been carried out and to return the deliveries and services against refund of the purchase price if a public warning has been issued, based on real or suspected risks to health and environment (especially not to purchase the goods anymore).
- 8.5 Claims for damages and expenses become time-barred in 36 months from the statutory limitation period's start, unless longer periods of time are provided by law.

9. INSURANCE

- 9.1 The supplier must maintain an appropriate public and product liability insurance for all deliveries and services until they have become time-barred. This insurance shall include the Business and Technical Information which we provide and the risks of product recall.
- 9.2 A current confirmation by the insurer shall be immediately submitted to us upon our request.
- 9.3 The supplier's liability according to clauses 7 and 8 is not limited by the extent of the public and product liability insurance.

10. SUPPLIER COMPLIANCE

- 10.1 The supplier shall meet the compliance requirements of Schütz by drawing up any documents that Schütz may require and taking any and all measures that Schütz may indicate.
- 10.2 The supplier shall also comply with and be liable for all provisions in force at any time, and indemnifies Schütz against any breach of these obligations.

10.3 At any time during the period of validity of the order, Schütz may request proof of compliance from the supplier.

11. TERMINATION

- 11.1 Schütz may terminate the order if the supplier fails to fulfil any of its obligations with regard to the order or these conditions.
- 11.2 Schütz reserves the right to cancel the order unilaterally by means of a notification to the supplier. In this case, Schütz and the supplier will agree on the consequences of the precipitated termination, which may never exceed the percentage of the order already filled.
- 11.3 Schütz shall in no case be liable for indirect and/or consequential damage, loss of profit or loss of production or contracts.

12. DATA PROTECTION

- 12.1 The parties are obliged to comply with the provisions of Spanish Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights ("LOPDGDD") as well as EU Regulation 679/2016 on general data protection. Personal data provided in the course of the business relationship between the supplier and Schütz will be integrated in digital data files owned by Schütz for the purpose of processing product orders and payments.
- 12.2 By accepting these conditions, the supplier gives its express consent to the above-mentioned data processing by Schütz.

13. APPLICABLE LAW · PLACE OF PERFORMANCE JURISDICTION · LANGUAGE · SEVERABILITY CLAUSE

- 13.1 Spanish law shall apply exclusively, with the exception of its provisions on conflict of law and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).
- 13.2 The place of performance is at our place of business in Vilaseca (Tarragona) unless another place of delivery is specified in the order.
- 13.3 Schütz and the supplier expressly submit to the courts and tribunals of the city of Tarragona, expressly waiving any other jurisdiction to which they may be entitled.
- 13.4 If one or more clauses of these terms and conditions are void or non-enforceable, this circumstance will not have any effect on the validity and enforceability of the remaining clauses.