

1. SCOPE OF APPLICATION

- 1.1 The following terms and conditions (Terms and Conditions of Purchase) shall apply and be incorporated by reference into all contracts which relate to orders for products or services by SCHÜTZ (Ireland) Ltd. ("we", "us"), unless stipulated otherwise by a separate agreement in writing. These Terms and Conditions of Purchase can be accessed at any time on www.schuetz-packaging.net/schuetz-ireland/en/terms-and-conditions.
- 1.2 Any deviation from these provisions must be agreed in writing. Subject to the forgoing, these Terms and Conditions of Purchase represent the entire agreement between us and the Supplier when an order is made with a Supplier ("Supplier"). Any conflicting or supplementary terms and conditions of sale of the Supplier shall not be accepted by us or form part of, nor be applicable to the order, even where we accept a delivery or service without reservation even with prior knowledge of alternative terms and conditions of sale.

2. ORDER · DELIVERY · PASSING OF RISK

- 2.1 Each of our orders for products or services will give rise to a separate contract relating to that order only and incorporating these Terms and Conditions of Purchase.
- 2.2 Our orders are exclusively given in writing. Any oral order or change to an existing order will require written confirmation. The Supplier shall immediately confirm all orders in writing (quoting the order number), within 5 days of the order, unless we explicitly agree to waive the need to do so in writing.
- 2.3 The Supplier shall pack, transport and supply goods in accordance with all generally accepted industry standards and practices required under applicable law.
- 2.4 Agreed deadlines are binding on the Supplier. These are met only if:
 - (a) deliveries arrive on the due date within our usual business hours 08.00 – 17.00 at the place of delivery specified by us, and, where assembly and/or installation are necessary, upon acceptance in writing; or
 - (b) services are carried out at the place of performance specified by us and written acceptance has been given by us.
 We shall immediately be informed in writing by the Supplier about any noticeable delays to delivery stating the reasons and foreseeable duration of such.
- 2.5 Advance and partial deliveries of goods and/or services require our prior written consent.
- 2.6 If agreed deadlines are not met, we are entitled to claim liquidated damages of 0.2% of the net value of the delayed products or services per complete day, up to a maximum of 5%, which will be credited and payable in addition to any other damages claimed. The Supplier agrees that such liquidated damages represent a genuine pre-estimate of the loss likely to be suffered by us in such circumstances.
- 2.7 Unless otherwise stipulated by us in writing, deliveries of products are subject to Incoterms (2010), DAP (where products originate within the EU) or DDP (where products originate from outside the EU) to the place of delivery named in the order, including packaging. Where any form of installation and/or assembly is required, the risk of destruction, loss and deterioration shall only pass to us with the signing of the acceptance protocol. Acceptance shall not be deemed replaced by launch of operations or use of the goods delivered.
- 2.8 All documents (especially declarations of conformity, test and quality certificates, operating and assembly instructions) which are necessary for executing the order shall be supplied by the Supplier, free of charge in English language.

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

- 3.1 Prices agreed at the time of conclusion of the contract shall be included in Euro, inclusive of value added tax (VAT) at the applicable rate. Maturity interest is not owed.
- 3.2 Invoicing shall take place after our acceptance of a delivery or services. Invoices shall be sent 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 Where delivery of goods and/or services has been carried out in accordance with the contract, we will effect payment within 30 days of receipt of a proper invoice.

- 3.4 No rights or obligations under this contract may be assigned, delegated or subcontracted in whole or in part by the Supplier without our prior written consent. Any purported assignment without such consent will be void.
- 3.5 Any payment made by us will be without prejudice to any claims deriving from defective delivery or provision of services.
- 3.6 We are entitled to set off at any time, without limiting any other rights or remedies, any amount owed by the Supplier against any amount we owe to the Supplier under this or any other contract.
- 3.7 The Supplier shall not have any entitlement to set off or rights to retention of title of goods delivered under these Terms and Conditions.

4. TITLE · PROPERTY RIGHTS · RIGHTS OF USE

- 4.1 The title to goods ordered is transferred to us upon receipt or acceptance at the place of delivery in accordance with these Terms and Conditions. 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 a prolonged or extended retention of title is 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 or information ("Business and Technical Information") which we provide to the Supplier for the purpose of executing an order shall at all times remain our sole property. The Parties agree that all property rights (including intellectual 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 As between the parties we shall own all right, title and interest in all intellectual property rights including patents (including patent applications), registered designs, trademarks and service marks (registered or unregistered), copyright, design rights and all rights in inventions, drawings, performances, software, improvements, and the style of presentation of the goods or services ("Intellectual Property Rights"), in each case arising as a result or in the course of any supply of services by the Supplier or which the Supplier makes, originates, develops or creates (either solely or jointly with others) in the course of supplying the services ("Services IP").
- 4.4 The Supplier assigns to us (and, in the case of Intellectual Property Rights not capable of prospective assignment, agrees to assign to us), free from all third party rights, all rights, title and interest in all Services IP. The Supplier shall promptly do all acts (including the prompt execution of documents), and will procure that all acts are done, in each case as necessary to give effect to this clause 4.4.
- 4.5 The Supplier warrants that the receipt, use and onward supply of the goods or services by us and the use by us of any Services IP shall not infringe the rights, including any Intellectual Property Rights, of any third party. The Supplier indemnifies us in respect of any loss incurred or suffered by us as a result of a breach by the Supplier of the warranty in this clause 4.5.

5. CONFIDENTIALITY

- 5.1 Our Business and Technical Information which we provide to the Supplier or which the Supplier may become aware of otherwise ("Confidential Information") must not be disclosed, passed onto third parties, duplicated, reproduced, analysed or used for any purpose other than as strictly necessary for the supply of goods or performance of the services, without our prior written consent. Confidential Information shall not include information which the Supplier is able to provide written proof that:
 - (a) was publicly known at the time it was provided or has since become publicly known without any violation of confidentiality by the Supplier;
 - (b) at the time it was provided was known to the Supplier without any violation of confidentiality; or
 - (c) has been passed onto the Supplier by a third party without violation of any confidentiality obligation.
- 5.2 The Supplier's employees as well as any sub-contractors and their employees, involved in the processing of an order, shall be separately obliged to confidentiality in writing before disclosure or passing on 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 contract between the parties is terminated. Our Confidential Information shall immediately and completely be returned, including any possible duplication, reproduction or analyses, or, if return is impossible because of the information's nature, be irretrievably destroyed. The Supplier shall confirm its complete return or destruction of all Confidential Information to us in writing as soon as reasonably practicable and no later than 14 days after termination or in the event of an incomplete order. For the avoidance of doubt, there is no right of retention for this Confidential Information.
- 5.5 The confidentiality obligations under this clause 5 shall exist for 10 years from termination of the contract between the parties.

6. QUALITY CONTROL · FOREIGN TRADE SOCIAL AND ETHICAL STANDARDS

- 6.1 The Supplier shall maintain a quality management system according to the requirements of ISO 9001. Supplier shall confirm, at the latest with acceptance of our order, our quality requirements, which shall be provided in specific documents.
- 6.2 The Supplier shall provide us with all necessary information 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 shall ensure 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 usual business hours.

7. CLAIMS FOR DEFECTS

- 7.1 Deliveries and services shall comply with the agreed specifications, be free from defects of quality and from rights of third parties, fit for the intended use and be in line with the relevant national and international legislation. The warranties set out in this clause 7 are in addition to all warranties implied by law or by course of dealing.
- 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 shall be notified to the Supplier 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 and redeliver such repaired or replaced goods, subject to further approval and acceptance within a commercially reasonable time frame to be agreed between the parties ("Supplementary Performance"). Supplier is responsible for all costs, damages and liabilities incurred by us as a result of any defects notified to the Supplier.
- 7.5 If Supplementary Performance cannot be achieved 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 for related expenses, in particular costs of transport, travel, labour, material, processes and machines, shall remain unaffected.
- 7.6 Where we deem necessary at our discretion, for instance to avoid delay or other damages, we are entitled, at Supplier's cost, to repair the goods ourselves or have them repaired by a third party or to purchase replacement goods from third parties and issue an invoice for the full cost of such replacement goods to the Supplier, which the Supplier shall pay in full within fourteen (14) days.
- 7.7 Any claims for defects shall be made within the limitation periods as provided by applicable law, e.g. for buildings or goods which have been used for a building according to their usual manner of use.

8. LIABILITY FOR DAMAGES AND EXPENSES PRODUCT RECALL

- 8.1 The Supplier shall remain liable to us at all times, irrespective of the legal grounds and without limitation, for damages or reimbursement of expenses to the extent provided by applicable law. Any purported exclusion or limitation of such liability by the Supplier (whether or not notified to us) shall be invalid.

- 8.2 Notwithstanding clause 8.3, nothing in these Terms and Conditions shall be deemed to exclude or limit liability to the extent that such liability cannot be excluded or limited under applicable law.
- 8.3 Subject to clause 8.2, our maximum liability shall be limited to the purchase price paid or payable in respect of the relevant order under or in connection with any contract incorporating these Terms and Conditions, whether in contract, tort, breach of statutory duty or any other theory of liability.
- 8.4 Notwithstanding clauses 8.2 and 8.3, we shall not be liable to the Supplier for any consequential, indirect or special loss, nor for any loss of profits, loss of bargain, loss of opportunity, lost management time, pure economic loss or any loss of or damage to data.
- 8.5 The Supplier shall indemnify and hold us harmless from and against all losses, costs, liabilities and expenses (including legal expenses) incurred by us as a result of: (i) any claim by a third party relating to any defective product, any delivery or any services provided by the Supplier, and (ii) any claim by a third party relating to violation of its rights (including any infringement of intellectual property rights) resulting from use by us or our customers, sub-contractors or any third party acting on our behalf of products or services provided by the Supplier, or as a result of any delivery made by the Supplier.
- 8.6 We may terminate any contract incorporating these Terms and Conditions on written notice to the Supplier where we deem such termination to be necessary as a result of any public health incident, warning or official or regulatory advice. In the event that we terminate the contract in accordance with this clause 8.5, the Supplier shall refund the full purchase price in respect of the relevant goods and services within fourteen (14) days of such termination.
- 8.7 Claims for damages and expenses become time-barred 36 months from the beginning of the statutory limitation period, unless longer periods of time are provided by law. Nothing in these Terms and Conditions of Purchase or any contract concluded between the parties will exclude, limit or restrict any liability which cannot by applicable law be limited.

9. INSURANCE

- 9.1 The Supplier shall secure and maintain (for a period of no less than 3 years) an appropriate public and product liability insurance in commercially reasonable amounts for all deliveries and services. This insurance shall include the Business and Technical Information which we provide and the risks of product recall.
- 9.2 A valid and current certificate of insurance or written 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. APPLICABLE LAW · PLACE OF PERFORMANCE JURISDICTION · LANGUAGE · SEVERABILITY CLAUSE

- 10.1 These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation shall be governed by and interpreted in accordance with the laws of Ireland.
- 10.2 The Parties irrevocably agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, these Terms and Conditions or their subject matter or formation.
- 10.3 The place of performance is at our place of business in Killala Business Park, Townamore, unless an alternative place of delivery is specified in the order.
- 10.4 The contractual language is English.
- 10.5 If one or more clauses of these Terms and Conditions of Purchase is held by any competent authority to be void, invalid, illegal or non-enforceable in whole or in part, but would be legal, valid and enforceable if some part of it was deleted or modified, such deletions or modifications as may be relevant to the extent required, shall apply as necessary to make the clause legal and nothing in this shall prejudice the validity and enforceability of the remaining clauses.