

I. General

1. These general terms and conditions together with any offer, commercial agreement or purchase order, including any annexes form the basis for the entire agreement (hereinafter referred to collectively as the "**Agreement**") between the Buyer and adapa Holding GesmbH (registered and recorded at the Commercial Court of Wiener Neustadt with the address Straße 1, Obj. 50 C, 2351 Wiener Neudorf, Austria, under commercial register number FN 366305i) or its affiliated companies. The affiliated company of the adapa group that provides the delivery and/or service is referred to in these general terms and conditions of sale as "adapa".
2. Conflicting provisions in a written contract concluded between the Parties, shall take precedence over these general terms and conditions.
3. All agreements that are entered into between the Buyer and adapa for the purpose of executing a contract must be in writing. Changes and additions to the Agreement are required to be in written form.
4. These general conditions are valid until revocation and apply for all future business dealings with the Buyer. Any general conditions from the Buyer do not apply.

II. Quotes, commission fees, changes

1. Quotes provided by adapa are non-binding until conclusion of a written contract. Commission fees will be paid only if based on a written agency contract and receipt of fair value in return and appropriate documentation.
2. adapa reserves the right to technical and commercial changes prior to delivery.
3. Any changes requested by the Buyer shall be charged separately and in addition to the price of the original request.
4. Gravure cylinders can be re-used by adapa without special notice after expiry of a 12-month period following latest use, except if a different storage period has been agreed in writing. Upon Buyer's request cylinders may be stored for a longer period and storage costs will be charged to the Buyer.

III. Scope of services

1. Any technical product specifications require written acceptance by adapa. Upon Buyer's written request adapa may perform reasonable technical changes that can be realized within the cost and time frame of delivery.
2. If the Buyer furnishes items or prescribes the use of certain materials, the Buyer must warrant the suitability of the items and materials for the intended use.

IV. Risk transfer, acceptance

1. The risk is transferred to the Buyer as soon as the goods leave the factory, e.g. warehouse. If delivery is delayed due to causes beyond adapa's responsibility, the risk is transferred to the Buyer on the day of the goods readiness for delivery. Any insurance after risk transfer is at the expense of the Buyer. adapa delivers the goods EXW (Incoterms 2020), unless agreed otherwise in writing.
2. Should the Buyer default in taking acceptance or breach other duties of co-operation, adapa may, notwithstanding its other rights, appropriately store the products at the risk and expense of the Buyer. adapa may set the Buyer a reasonable grace period of two weeks to take acceptance. Following expiry of the grace period, adapa may, notwithstanding its other rights, rescind the agreement and/or demand compensatory damages from the Buyer.

V. Delivery period

1. The delivery periods or dates quoted by adapa shall only become binding and commence upon issue of the order confirmation, but not before receipt of agreed down payments, proven letters of credit or bank guarantees. The delivery period or date shall then be adjusted accordingly.
2. After substantial delay due to default of adapa, the Buyer can withdraw from the contract, if it has given adapa an extension of the deadline in writing of at least four weeks and has declared cancellation thereafter.

VI. Intellectual Property

In regards to any designs or documents delivered to adapa, the Buyer is liable for any violation of intellectual property rights, including copyrights of third parties. The Buyer is responsible for the printing result of printing templates sent in or confirmed as ready for printing by the Buyer. Technological variations are permissible within industry practice. The Buyer's payment for tools, plates, print- and embossing rolls used by adapa shall not create any entitlement to those utilities. Any IPR rights resulting from any research, developments, innovation activities, improvements, changes, discoveries, adaption of recipes or production methods or similar performed by adapa under or in connection with the Agreement are the sole and exclusive property of adapa.

VII. Warranty

1. adapa shall exclusively provide warranty for the properties of the contractual goods that have been expressly agreed in writing and subject to the following limitations. adapa shall not provide any warranty for defects caused by improper handling, by normal wear and tear, storage or other acts and omissions of the Buyer and third parties. Likewise, adapa does not provide any warranty for a specific use or purpose of the contractual goods, unless these would have been expressly agreed in writing.
2. In case of any claim, the Buyer shall give adapa the opportunity to replace the defective goods or to rectify the defect. The Buyer shall not be entitled to withhold payment for defective goods, which adapa is able to replace or rectify.
3. Buyer's claims are only permissible if the complaint about defects or quantity variations, which are recognizable at proper examination, has been communicated to adapa in writing without delay, but at the latest within ten (10) days following receipt of the goods. The complaint must include a sample of the defective material and a detailed statement of the defect.
4. adapa is not liable that the goods are in compliance with the laws and regulations applicable to the activities of the Buyer.
5. Any claims by the Buyer based on a defect in the purchased goods shall become time-barred after one year – unless otherwise expressly agreed in writing – following transfer of possession or delivery of the purchased goods.

VIII. Liability

adapa's liability for any indirect or consequential damages such as loss of use, reputation or profit is excluded to the extent legally permissible. adapa's total liability under the Agreement is limited to the price of the defective goods delivered.

IX. Indemnity

The Buyer shall indemnify adapa against any liability, damage, claims, proceedings and costs arising under or in conjunction with the sub-contractors, product designs, packaging design used by the Buyer or the container selected or stipulated by the Buyer in which the products are shipped. Should the Buyer sell the product, it shall indemnify adapa *inter se* against third party product liability claims, provided the Buyer is responsible for the faults triggering the liability.

X. Prices and payment

1. Provided nothing has been stated to the contrary, the prices are always to be understood exclusive of the applicable current value added tax and packaging. If no particular prices have been agreed on, the general prices determined by adapa, effective on the day of delivery are applicable. If specific prices have been agreed on but delivery takes places more than sixty (60) days after the scheduled delivery date, adapa may adjust the prices.
2. Payment is to be made by wire transfer or as otherwise agreed, excluding any deductions, freely and immediately, following receipt of the invoice. In the event of payment delay interest in the amount of 3m-Euribor + 6% may be charged. The right to claim further damages caused by the payment delay is reserved. The Buyer is responsible for any transaction fees or other payment expenses.
3. Discounts or other price reductions are excluded unless agreed in writing. Any delays or defaults on the Buyer's side void any agreed discounts or price reductions.

4. Any set-off of claimed amounts against payments to adapa are excluded unless the claims are finally determined by a competent court.

5. Should the Buyer be in default of payment obligations and should there be legitimate doubts about its solvency, adapa may immediately call in all receivables from the Buyer under the business relationship, withhold outstanding goods/services, in whole or in part, or rescind the current agreements, in whole or in part. adapa reserves the right to use payments to settle the oldest due and payable debt plus the default interest and costs accrued thereon in the following sequence: costs, interest, debt.

XI. Data protection and Confidentiality

The Buyer shall adhere to all applicable data protection laws and regulations including without limitation to the General Data Protection Regulation of the European Union EU2016/679 effective as of May 25, 2018. In connection with the performance of an order, the Buyer may acquire certain information from adapa that is proprietary and confidential. Any such information which is not otherwise in the public domain or independently developed by the Buyer shall not be disclosed to any third party without adapa's prior written consent. Notwithstanding the above, the obligation of nondisclosure and nonuse of adapa's trade secrets and manufacturing know-how shall not expire.

XII. Product Regulations

Normally, regulated hazardous substances (such as per- and polyfluoroalkyl substances or plasticizers, hereinafter "Regulated Substances"), that are subject to concentration limits, are not included in the production process of food contact packaging materials. In some cases, Regulated Substances may be used, by adapa or its subcontractors and suppliers but only to the extent permitted by the European laws and regulations applicable to adapa or adapa's production site. Consequently, the Buyer is responsible for ensuring that the goods comply with the laws and regulations at the site of the Buyer or designated place of distribution, re-sale, advertising, consumption and the like.

XIII. Compliance Matters and Export Regulations

1. The Parties acknowledge that any form of bribery, corruption or inducement to act improperly, whether directly or indirectly, by or either Party's employees, customers, partners, subagents, representatives, consultants, subcontractors or any affiliated persons or companies acting for or on its behalf, either permanently or temporarily employed, supervised or contracted (hereinafter "Affiliated Person") is not tolerated. In light hereof, either Party warrants that it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, and corresponding provisions under any other applicable legislation (collectively referred to as the "Bribery Laws"), that neither Party or its Affiliated Person who performs or has performed services in connection with this Agreement has bribed another person or otherwise violated any Bribery Laws intending to obtain or retain business or other advantages and that either Party will ensure that its Affiliated Persons are provided with, have understood, and are contractually bound by, the undertaking set forth in this clause. Any violation of this clause shall constitute a serious breach of the Agreement, and this Agreement and all unfulfilled purchase orders may be terminated immediately.

2. Furthermore Buyer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the Agreement, including those governing trans-border sales, import/export, re-export, storage, shipment, transfers of goods and particularly economic sanctions and export controls.

3. The export permit required for the respective destination country has been obtained for all goods delivered by adapa under this agreement, if not otherwise agreed upon. The Buyer shall be liable for any change in the destination country, shall be responsible for obtaining the relevant permits and shall indemnify adapa against any and all claims in conjunction with a change in the destination country.

4. In performing this contract, the parties will not enter into any business relationship with individuals or their companies on the list of the US Office of Foreign Assets Control (OFAC).

XIV. Force Majeure

1. Neither the Buyer or adapa shall be liable to the for any loss or damage arising from its failure or delay to perform its obligations under this Agreement if such failure or delay was caused by circumstances outside the Parties reasonable control, such as war, act of terrorism, acts of God (hurricane, flood, earthquake, volcanic eruption), pandemics or imposition of government sanction embargo or similar action. In the event that the Buyer or adapa is obstructed in its performance of its obligations under the Agreement due to reasons described in the aforesaid, it must promptly inform the other Party by written notice of such force majeure event, the reasons for it and the expected period of any delay or stoppage. The Buyer or adapa will immediately take all reasonable measures to overcome the delay or stoppage. Provided that the Party claiming the force majeure event has fulfilled its obligations described above, the Agreement will be suspended for the period that the force majeure event continues to prevent performance and any costs arising from the delay or stoppage will be borne by the Party incurring those costs. Either Party may, if the delay or stoppage continues for more than sixty (60) days, terminate the Agreement with immediate effect and both Parties will be discharged from any future liability to perform.

2. Failing to give such notice, the Party shall not be discharged from liability for any damage which could have been avoided had notice been given in due time.

XV. Place of execution, Jurisdiction and applicable laws

1. Location of the contracts fulfillment is the company site of adapa, if nothing different has been stated in another commercial agreement or purchase order.

2. Exclusive court of jurisdiction for all disputes in connection to the Agreement, including bill- and cheque trials resulting from it, is the court where adapa has it registered office seat at the time the Agreement is concluded.

3. The applicable law for the contract and these general terms and conditions shall be the law of the country in which adapa's registered office is located. The Agreement is concluded under exclusion of the UNCITRAL/CISG.

XVI. Miscellaneous

1. All amendments to and alterations of this Agreement shall be made in writing and be duly signed by the authorized signatories of the Parties.

2. Neither Party may assign, transfer, sub-license, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

3. In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

4. If any term or provisions of this Agreement or part thereof shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.