

**Pouch Partners GmbH • Rudolf-Wild-Str. 107-115 • D-69214 Eppelheim/Heidelberg
General Terms and Conditions of Purchase**

1. Scope of the General Terms and Conditions of Purchase

1.1 All orders of goods, performances and other services, placed by Pouch Partners GmbH (hereinafter "PP GmbH"), are exclusively subject to the following terms and conditions, unless agreed otherwise in an individual case in written form.

1.2 These Terms and Conditions of Purchase are also valid for future business transactions, even if PP GmbH does not explicitly refer to these terms and conditions.

1.3 In the following, the respective business partner of PP GmbH shall be referred to as "Supplier", notwithstanding the nature of the respective contract and the respective status of the business relationship.

1.4 Conditions to the contrary, as well as deviations in the order confirmation of the Supplier shall not be acknowledged by PP GmbH, but are only valid if they have been explicitly acknowledged by PP GmbH in written form.

1.5 The fulfilment of the order by the Supplier is also deemed as acknowledgement of these terms and conditions, even if the Supplier has confirmed the order with deviating terms and conditions.

1.6 The Terms and Conditions of Purchase are an integral part of the respective contract.

2. Order and contract conclusion

2.1 PP GmbH's orders are only legally binding, if they are placed in written form. Verbal orders, changes or amendments to the order are only binding, if they have been confirmed by PP GmbH in written form.

2.2 Drawings, which PP GmbH has specified in individual cases, including tolerance specifications, are binding.

2.3 PP GmbH is not bound by obvious errors, typographical and computational errors in the documentation, which PP GmbH has provided. The Supplier is obliged to review the provided documentation and notify PP GmbH about such errors, so that the order can be corrected and renewed by PP GmbH. This also applies to missing documentation.

2.4 If the order is preceded by an inquiry by PP GmbH and an individual offer by the Supplier, the Supplier guarantees that the goods and/or service described in the offer correspond exactly to the requested quantity and quality. In the case of deviations, the Supplier must provide the offer with an explicit written note.

2.5 The Supplier accepts the contract either explicitly by a written statement or implicitly by complete or partial fulfilment of the order.

2.6 By the complete or partial fulfillment of the order the Supplier guarantees that the goods and/or services comply with all applicable laws and regulations, the contractual agreements and all specifications of PP GmbH as well as with technical material the latest state of the art.

3. Invoicing, Pricing and Taxes

3.1 The Supplier submits an invoice to PP GmbH that complies with all legal requirements, for the goods supplied or for the performance and/or service carried out.

3.2 PP GmbH does not agree to accounting via credit procedure (so called self-billing), unless otherwise agreed in writing.

3.3 Only the agreed price according to PP GmbH's order is decisive and prevails over any of Supplier's list or invoice price. Prices include applicable fees, taxes (excluding VAT), duties, levies, commissions and other charges, unless otherwise agreed in writing.

3.4 In the event of a subsequent reduction of the agreed price, the Supplier is obliged to issue an invoice or a credit note that complies with the legal requirements.

3.5 PP GmbH accepts VAT amounts subsequently invoiced by the Supplier only to the extent that PP GmbH is able to assert these VAT amounts at the relevant tax authority on the basis of applicable statutory laws and provisions and that PP GmbH actually receives a tax refund. Payment to the Supplier does not take place

before PP GmbH has received the tax refund by the tax authority.

4. Delivery and performance period

4.1 The agreed delivery/performance periods or delivery/performance dates are binding.

4.2 Delivery periods/dates run from the date of the order.

4.3 Within the delivery period/on the delivery date, the goods must have been received at the place of receipt specified by PP GmbH.

4.4 In case of imminent delays in delivery/performance the Supplier must notify PP GmbH without delay and obtain PP GmbH's decision about maintaining the order.

4.5 For cross-border deliveries, the Supplier must confirm compliance with the delivery date to PP GmbH, in any case, 14 days prior to expiry of the delivery date.

4.6 If arranged delivery/performance periods are not met and if the respective order is not a commercial fixed date transaction, then PP GmbH is entitled to either still demand fulfilment and compensation for damages due to late delivery after setting a maximum grace period of 10 days or demand compensation for damages to the non-performance or withdraw from the contract.

4.7 Partial services do not terminate the default. If PP GmbH is forced by delivery default, to obtain supplies elsewhere, the Supplier shall bear the difference between the price arranged with it and the higher price that PP GmbH needed to spend for supplies elsewhere. Further compensation claims remain unaffected.

5. Execution of deliveries and invoicing

5.1 Invoices shall be sent in duplicate after shipment, separately from the goods or at our request, by e-mail, to a specific invoice e-mail address, which PP GmbH has provided.

5.2 Each shipment shall include a duplicate delivery note with gross, tare and net weight. For imports, the required documentation must be provided along with the goods.

5.3 The full order number and the order date must be stated on invoices, delivery notes and in correspondence.

5.4 If PP GmbH requests shipping notifications, these must be delivered to PP GmbH prior to the dispatch date of the delivery.

5.5 With countries of origin or delivery of the goods, which deviate from the contract or with non-timely, incomplete or incorrectly issued documents, PP GmbH is authorised to refuse acceptance and demand a contractual penalty in accordance with Section 10.

6. Transfer of risk

6.1 All shipments take place at the risk of the Supplier DDP Eppelheim, Germany in accordance with Incoterms 2020, unless agreed otherwise. Charge packaging (except for boxes) is credited for the full value after return shipment.

6.2 With an ex works/warehouse of the Supplier (EXW – Incoterms 2020) pricing agreement, it must ship at the lowest costs, unless PP GmbH has prescribed a specific shipping method.

6.3 Extra costs for a necessary express transport to meet the delivery date shall be borne by the Supplier.

7. Defective / incorrect delivery

All extra costs and damages, which are incurred due to defective and/or incorrect delivery, shall be borne by the Supplier. This also applies to deliveries to a third party specified by PP GmbH as the recipient.

8. Accident prevention

8.1 Machines and systems, as well as other technical devices, must comply with the respective latest legal and official provisions, as well as the accident prevention regulations of the employers' accident insurance association.

8.2 For assemblies, the special regulations issued at the factory must be observed, in addition to the regulations referred to.

9. Liability for defects and limitation period

9.1 The receipt of the goods always takes place subject to possible notifications of defects. This specifically also applies, if the random check performed within the context of the goods inward inspection did not reveal any defects. Obvious defects may be reported within a time limit of two weeks from delivery; non-obvious defects must be reported within the same time limit after their discovery. The date of dispatch of the notification of a defect is relevant. PP GmbH may also issue notifications of defects if the goods have been processed and sold.

9.2 With transport damage, the notification of a defect shall take place within one week after becoming known.

9.3 With defective goods, PP GmbH may, at its own discretion, demand cancellation of the purchase contract or reduction of the purchase price. Instead of these rights, PP GmbH may demand replacement deliveries for the goods objected to, supply itself elsewhere at the Supplier's expense or have the defects remedied at the expense and risk of the Supplier.

9.4 In the case of repair activities or replacement deliveries, a new warranty period shall start.

9.5 Compensation for consequential damages or from infringements of duties of care shall remain reserved in any case.

9.6 The Supplier indemnifies PP GmbH and its customers for all claims from product liability, which are based on the defective products delivered by it or on its behalf.

9.7 Details of the Supplier regarding measurement, weight, quality, usability, shall be deemed as guarantee conditions.

9.8 Claims for defects are subject to the statutory limitation periods.

10. Contractual penalty

10.1 In cases of default, PP GmbH is authorised to demand a contractual penalty in the amount of 0.5% of the order value for each initiated working day of the default, however, a maximum of 5% of the order value. Notwithstanding this, PP GmbH is also entitled to demand the fulfilment of the contract. If PP GmbH is entitled to a claim for damages due to the late delivery, PP GmbH may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages is not excluded by this.

10.2 If the Supplier culpably fails to fulfil its delivery or performance obligation, PP GmbH is authorised to demand a contractual penalty in the amount of 5% of the order value. If PP GmbH demands payment of the contractual penalty, the claim to fulfilment is excluded.

10.3 If the delivered goods and/or the services rendered do not correspond to the agreements reached, particularly the specifications, which PP GmbH has defined, the legal requirements or the respective state-of-the-art, PP GmbH is authorised to demand a contractual penalty in the amount of 5% of the order value. Section 9 remains unaffected.

10.4 If PP GmbH is entitled to a claim for damages due to fulfilment violation of contract pursuant to Subsection 10.1 to 10.3, PP GmbH may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages is not excluded by this.

11. Industrial property rights

11.1 The Supplier guarantees that the delivery/service is free from industrial property rights of third parties, particularly that such rights are not contradictory to the contractually envisaged use at the place of performance/destination and that the creator of copyright-protected services has granted its consent to the granting of rights of use.

11.2 Insofar as the order affects third-party, industrial property rights or other third-party rights, the Supplier shall acquire the necessary licences or other authorisations at its own expense and indemnify PP GmbH for all liabilities, disadvantages and damages, which PP GmbH may incur from a claim due to the infringement of third party rights, unless PP GmbH is aware or should be aware of the infringement of third-party rights. It is incumbent upon the Supplier to prove the awareness or the fact that awareness should have existed.

11.3 Insofar as the Supplier encloses designs with an offer/cost estimate, it thereby grants PP GmbH the right to use these designs. The ownership of templates, samples, tools, inter alia, which

the Supplier produces by arrangement, shall transfer to PP GmbH upon delivery, including all rights of use. The Supplier hereby transfers to PP GmbH, all rights to the contractual performance results, including all information and documentation, which relates to these results.

11.4 Where the performance results are copyright-protected or comparably protected works, the Supplier transfers to PP GmbH, the irrevocable, exclusive, transferable, open-ended and geographically unlimited right to use these works as a whole or in part for all (known or unknown) types of use (including the right to processing and modification), without needing to name the copyright holder. Insofar as it involves inventions or designs, PP GmbH is authorised to register, maintain or allow these to lapse as a proprietary right at our own discretion, in our own name (providing the name of the inventor/designer in accordance with the respective applicable statutory provisions) and in any countries.

11.5 The agreed remuneration also includes the transfer of rights; PP GmbH is only required to pay additional remuneration, if this is legally prescribed. The Supplier indemnifies PP GmbH for any claims (also under copyright or employee invention law) by third parties, which assert these due to the transfer or use of the performance results.

12. Payment

12.1 Payments are made 60 days after receipt of a proper and verifiable invoice, but not prior to receipt of the ordered goods or before the performance and/or service has been fully rendered. By way of derogation, the parties may agree in writing on another payment period.

12.2 If the invoice does not meet the legal requirements, in particular those of the Value Added Tax Act (UStG), PP GmbH is entitled to withhold payment until receipt of a proper and verifiable invoice.

12.3 In the event an advance payment, a down payment, a payment on account, an instalment payment or partial payment is agreed in writing, the Supplier is obliged to provide PP GmbH with a corresponding invoice.

12.4 The date of forwarding a payment instruction to the bank is decisive for compliance with a payment period. If a complaint is lodged by PP GmbH (e.g. notification of defects and incorrect invoicing), the payment period commences upon complete clarification of the complaint.

12.5 PP GmbH is entitled to offset and retain rights to the statutory extent. PP GmbH is also entitled to offset with claims, which PP GmbH or PP GmbH's affiliated companies have against the Supplier.

13. Assignment prohibition

The Supplier is not entitled to assign his claims to third parties.

14. Reservation of ownership

The Supplier is permitted to make the transfer of ownership of the delivered goods dependent on the payment of these goods. Further forms of security, particularly overdraft account reservations, prolonged or extended reservations of ownership, are not permitted.

15. Order documentation

15.1 All documentation (drawings, designs, specifications and other documents etc.), which PP GmbH provides to the Supplier, shall remain PP GmbH's property. These, as well as the documentation (drawings, designs, specifications and other documents etc.), which the Supplier prepares in accordance with PP GmbH's specifications, may not be used, duplicated or made accessible to third parties by the Supplier for purposes other than the execution of PP GmbH's order. They shall be protected from unauthorised use or inspection. They shall be surrendered unsolicited at any time upon request, including all duplications, if the service does not materialise. The Supplier is furthermore liable for all damages, which PP GmbH incurs from the infringement of one of the aforementioned duties.

15.2 The Supplier shall treat the order and the associated activities, including the documentation, samples etc. provided, confidentially. The fact of the business relationship itself may only be disclosed with PP GmbH's prior written consent.

16. Data Protection

16.1 Personal data of PP GmbH's customers and suppliers shall only be captured, stored and processed electronically for contractual purposes, under due consideration of the provisions of the Federal Data Protection Act, information about PP GmbH's products, to answer customer enquiries, sending of newsletters and participation in prize draws.

16.2 For further information in relation to the handling of user data, PP GmbH refers to its Data Protection Policy.

17. Corporate responsibility/code of conduct

17.1 The Supplier undertakes to comply with the respective statutory provisions regarding dealing with employees, environmental protection and occupational safety and to work on reducing sustainable implications for man and the environment with its activities. Furthermore, the Supplier shall observe the basic principles of the Global Impact Initiative of the UN. These relate to the protection of international human rights, the right to collective bargaining negotiations, the abolition of forced labour and child labour, the elimination of discrimination for hiring and employment, the responsibility for the environment and the prevention of corruption. Furthermore, the Supplier shall promote and demand compliance with these standards appropriately with its suppliers.

a) Compliance with working conditions/minimum wage

With the acceptance of the order, the Supplier assures that the goods delivered and/or the services rendered to PP GmbH have not been produced and/or provided by infringing any basic rights of its employees, particularly neither by means of child labour, nor with force labour, exploiting or other prison labour, which violates human dignity. The Supplier shall only employ all of the required workers for order processing within the context of the statutory provisions. It shall specifically pay the valid minimum wages at the respective production site or service site. It hereby explicitly confirms that it does not use any illegal labour. Ceteris paribus, the Supplier will assume the responsibility for the health and safety of its employees at the workplace. The Supplier shall respect the rights of its employees to become involved in labour unions, as well as acknowledging their right to collective bargaining negotiations.

b) Anti-corruption clause

The Supplier undertakes to refrain from becoming involved in any form of bribery and corruption, nor to tolerate these. It undertakes to introduce all necessary measures to prevent corruption and other criminal offences. It furthermore confirms that within the context of the business relationship, it will not directly or indirectly offer third parties advantages, nor to directly or indirectly obtain or have advantages promised to itself or others, which are, or could be, regarded as unlawful practice or as bribery. For each case of infringement, PP GmbH has the right to withdraw from the contract or demand a contractual penalty in the amount of 5% of the order value. The statutory claims for damages remain unaffected by this.

c) General Equal Treatment Act (AGG)

The Supplier undertakes to subject its employees on a regular basis to briefings in accordance with Section 12 (2) AGG, which have the subject matter of protection from disadvantage due to race, ethnic origin, gender, religion, ideology, disability, age and sexual identity. Upon request, proof of these briefings shall be presented to PP GmbH. Insofar as PP GmbH is made liable for disadvantage, which is caused by the employees of the Supplier, particularly in accordance with Section 15 (1), (2) AGG, the Supplier shall indemnify PP GmbH for all liabilities, disadvantages and damages.

d) Environmental protection

Within the context of its entrepreneurial responsibility, the Supplier undertakes to ensure that the laws on the protection of the environment are complied with for or in relation to the production and sales of its products. The Supplier specifically undertakes to only ship the goods to be delivered in such packaging, which is environmentally friendly in terms of type, shape and size and complies with the packaging regulations, as amended.

17.2 If the Supplier culpably infringes one of the duties listed above, notwithstanding any further claims for damages, after granting an adequate grace period for remedying the infringement, PP GmbH shall be authorised to withdraw from the contract/cancel the contract.

18. Place of fulfilment, legal jurisdiction and applicable law

18.1 The place of fulfilment and legal jurisdiction for all duties under this contract - also for bill of exchange and cheque legal actions - is Heidelberg or the location of the branch of the Supplier, at our own discretion.

18.2 The law of the Federal Republic of Germany applies. The application of Private International Law Statute (PILS) and the UN Convention on the Contracts for the International Sale of Goods (CISG) is excluded.

19. Severability clause

If one or several provisions of these Terms and Conditions of Purchase or any provisions in legal transactions between PP GmbH and the Supplier should be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties undertake to make a new, valid agreement without delay, which comes as close as possible to the invalid provision in economic terms.

Pouch Partners GmbH