

General Terms of Delivery of ROVEMA GmbH

I. General

1. These General Terms of Delivery ("GTD") shall apply with respect to every natural or, as the case may be, legal persons acting within the framework of their commercial, professional activities while concluding a contract, public legal entities or special funds under public law.

2. These GTCD constitute the legal basis for all agreements between ROVEMA (Supplier) and its Customers for the sale and/or delivery of packaging machines (hereinafter referred to as "Delivery Item"), irrespective of whether these are manufactured by ROVEMA itself or purchased from Suppliers. Within the scope of contracts for assembly, installation, commissioning, repair and maintenance of ROVEMA new and/or used machines (hereinafter referred to as services), our General Terms and Conditions of Service ("GTS") shall apply. If regulations of the GTS conflict with or deviate from the regulations of the GTD of ROVEMA, the GTS take precedence within the scope of contracts for services. In addition, the GTD also apply within the framework of services.

3. Deviating, conflicting or supplementary General Terms and Conditions of Business or Purchase of the Customer shall not apply, even if they are not expressly contradicted. They shall only become part of the contract if and insofar as the Supplier has expressly agreed to their validity in writing.

4. Individual agreements and details in the Supplier's Offer and Order Confirmation shall take precedence over these ALB. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

5. Written form within the meaning of these GTD includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

II. Offer

Offers made by the Supplier are generally non-binding, unless otherwise stated in the Offer. Documents pertaining to the Offer such as diagrams, drawings, weights and measures shall only be approximate unless expressly described as binding. The Supplier may, at its own discretion, choose to implement technological changes it deems necessary any time. The Supplier retains ownership and copyrights over cost estimates, drawings, and other documentation, which may not be made accessible to third parties. The Supplier shall be obliged to make Customer plans described as confidential accessible to third parties only with the Customer's consent.

III. Conclusion of Contract and Scope of Delivery

The Customer's Order shall be deemed a binding contractual offer; it must be made in writing. A contract is concluded with the Supplier's Order Confirmation in writing. The Supplier's written Order Confirmation shall be decisive for the scope of delivery. In the event of an Offer by the Supplier with a time limit and acceptance of the Offer within the time limit, the content of the resulting contract shall apply. Subsidiary arrangements and changes require the written confirmation of the Supplier.

IV. Price and Payment

1. Prices are Ex Works without packaging, plus statutory VAT.

2. All payments shall be made in EURO by electronic bank transfer without any deduction and free of charge for the Supplier within five (5) days from the date of the corresponding invoice of the Customer.

3. The Customer's right to retain payment or set off payment against any counterclaims it may have, shall be limited to undisputed or unappealable claims.

4. Unless otherwise agreed, the following terms of payment shall apply: 40% down payment after receipt of the order confirmation, 25% progress payment 3 months after conclusion of the contract, 25% after successful FAT (Factory Acceptance Test) but before shipment, and the remaining 10% after transfer of risk. Payments shall be made to the Supplier's account without any discounts. The date of payment shall be the date on which the amount to be paid is credited to the Supplier's account.

5. In the event of default in payment, the Customer shall owe default interest in the amount of the EURIBOR plus 9 percentage points. Claims for further damages remain unaffected by this.

6. Until the third installment has been paid in full, Supplier has a right of retention with regard to the entire performance owed.

V. Customer's obligation to cooperate

1. The Customer shall provide the Supplier with all information and documents necessary for the proper execution of the contract.

2. Customer shall be obliged to make the test material available to Supplier in the requested quantity at the agreed times for the construction, testing and adjustment of the system.

3. The provision shall be free of charge. Any shipping, customs and disposal costs incurred shall be borne by the Customer.

4. If included in the order, the Customer is obliged to participate in a FAT and SAT (Site Acceptance Test) in due time.

5. The Customer shall take delivery of the goods at the agreed time after notification of readiness for delivery by Supplier. At the request of the Supplier, the Customer shall declare readiness for receipt and provide the information required to carry out the delivery.

VI. Delivery Period

1. Unless otherwise agreed, the delivery period shall commence upon receipt of the counter-confirmed order confirmation, all documents to be provided by the Customer and receipt of the agreed advance payment in the Supplier's account. Delivery periods stated by the Supplier are non-binding, unless otherwise contractually agreed. The delivery deadline shall be deemed to have been met if the delivery item has left the Supplier's works within the delivery deadline or a reasonable grace period, or if the Supplier has notified the Customer that the goods are ready for dispatch. The delivery period shall be extended appropriately in the event of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles that are beyond the control of the supplier, insofar as such obstacles demonstrably have a significant influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at subcontractors. The Supplier shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. The Supplier shall inform the Customer immediately of the commencement and end of such hindrances.

2. If the Customer has incurred a damage due to a delay for which the Supplier is responsible, the Customer may demand compensation for the delay. Such compensation shall amount to 0.5% for each full week of delay but shall not exceed a total of 5% of the value of that part of the total delivery which cannot be used on time or in

accordance with the contract because of the delay. Further claims for damages due to delay are excluded.

3. If dispatch is delayed at the Customer's request, the Customer shall be charged storage costs incurred from the month following notification of readiness for dispatch; in the case of storage at the Supplier's premises, at least 0.5% per month of the invoice amount attributable to the delayed part of the total delivery, but no more than 3% in total. If the Customer is in default of acceptance or violates other obligations to cooperate, the Supplier shall be entitled to demand compensation for the damage incurred by it, including any additional expenses. After the fruitless expiry of a reasonable grace period, the Supplier may otherwise dispose of the item. The risk of accidental loss or accidental deterioration of the delivery item shall pass to the Customer at the point in time at which the Customer is in default of acceptance.

4. Adherence to the delivery period requires the fulfillment of the customer's contractual obligations. In the event of a delay on the part of the Customer, the Supplier shall be entitled to redetermine the delivery period - even several times - at its own discretion. The Supplier may exercise the right to adjust the delivery period up to one month after the end of the delay.

VII. Delivery, Transfer of Risk and Acceptance

1. The Supplier shall deliver the Delivery Item in accordance with the agreed Incoterms clause. If no Incoterms clause is specified, deliveries shall always be made ex works (EXW) from the Supplier's plant specified in the contract. If no manufacturing plant is specified, deliveries (EXW) shall be made from the Supplier's registered office. If the specified Incoterms clause obliges the Supplier to fulfill certain import formalities for import into the country of delivery, the Customer shall provide the Supplier with all assistance required by the Supplier at its own expense. If delays (not caused by the Supplier) occur in the completion of import formalities, the Supplier shall be entitled to adjust the delivery period.

2. The risk shall pass to the Customer at the latest upon dispatch of the delivery parts, even if partial deliveries are made or the Supplier has assumed other services, e.g. shipping costs or delivery and installation. At the Customer's request and expense, the Supplier shall insure the shipment against theft, breakage, transportation, fire and water damage as well as other insurable risks.

3. If dispatch is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer on the day on which the goods are ready for dispatch; however, the Supplier shall be obliged to take out the insurance requested by the Customer at the latter's request and expense.

4. Notwithstanding the rights stipulated in Section X, items delivered are to be accepted by the Customer, even where minor defects are detected.

5. Partial deliveries are permissible and the accounts shall be settled in partial invoices.

VIII. Acceptance

1. If Acceptance is provided for in the contract, it shall take place immediately after assembly and commissioning in the presence of both Parties, alternatively after notification by the Supplier of readiness for Acceptance. Acceptance shall be carried out by the Customer's personnel trained and qualified in accordance with the Supplier's requirements. An acceptance report shall be drawn up and signed by both Parties.

2. Acceptance shall be declared if no significant defects are found in the Delivery Item during the Acceptance Test, in particular if the Delivery Item has functioned on average in accordance with the agreed performance.

3. If the Customer puts the Delivery Item into use without completing the acceptance test, acceptance shall be deemed to have taken place.

4. If the Customer refuses to sign the acceptance report within five (5) working days after acceptance has taken place without specifically objecting to the accuracy of the report in text form, stating reasons, the signature shall be deemed to have been made with all the corresponding legal consequences (Acceptance).

5. If the Customer refuses Acceptance due to significant defects, the Supplier shall be entitled to carry out subsequent improvements or replacement deliveries and then declare readiness for Acceptance again. If Acceptance by the Customer does not take place within a period of 15 calendar days, or a written declaration by the Customer with a precise description of unfulfilled points, Acceptance shall be deemed to have taken place.

6. If, for reasons for which the Customer is responsible, Acceptance cannot take place in whole or in part immediately after assembly and commissioning, the Customer shall bear all costs incurred as a result, in particular the travel costs incurred as a result.

7. If, for reasons for which the Supplier is not responsible, the Acceptance Test does not take place within two (2) months of delivery at the latest, Acceptance shall be deemed to have taken place upon expiry of this period.

8. If Acceptance Tests or Services are included in the Deliverables, this shall not affect the passing of Risk and the Supplier shall not assume any care or responsibility for the Deliverables (or any part thereof) and/or the installation site.

IX. Reservation of Title

1. The Supplier shall retain the right of ownership over the Product until all payments due from the Customer, on whatever legal grounds, as a result of the conclusion of this contract or which may arise in the future have been settled. The reservation of title does not exclude the right of the Customer to dispose of the supplied item in an ordinary business transaction or to further process it providing the Customer is not in arrears with its payments. This entitlement shall lapse if the Customer suspends payment. The Customer may not give the item supplied in pledge and may not pledge it as security.

2. In the event of resale of the supplied items, regardless of whether doing so is permitted or not, the Customer shall assign all claims and rights acquired as a result of this resale against its Customer to the Supplier, to the equivalent of the value of the item supplied. The Supplier herewith accepts this assignment.

The Customer shall be entitled to call in the assigned claims providing the Supplier does not withdraw this right. In any case, the Customer must transfer such called-in amounts immediately when the claims of the Supplier become due. Upon the request of the Supplier, the Customer must provide all details necessary to call the claims so that the Supplier may inform the debtor of the assignment and demand that payment be made to its account.

3. The Customer shall undertake any processing or further processing of the supplied items into a new item on behalf of the Supplier in such a way that no obligations arise therefrom for the Supplier.

The Customer herewith grants the Supplier co-ownership in the new item in proportion of the value of the new item to the value of the item supplied.

4. In the event of combining, mixing or joining of the supplied items with other goods not supplied by the Supplier, the Supplier shall have co-ownership in the new item in proportion of the value of the supplied items to the other goods at the time of the combining, mixing or joining.

5. The Customer undertakes to keep safe the items for the Supplier free of charge.

6. In the event that the supplied items are resold together with other goods regardless of whether further processed, mixed, combined or joined, then the agreed advance assignment set out in para 2 of this clause shall only apply to the amount of the value of the supplied items which have been resold together with the other goods.

7. The value of the supplied items for the purposes of the above provision shall be the purchase price to be paid by the Customer to the Supplier in addition to a 20% surcharge.

8. In the event of a garnishment or any other risk to the reserved ownership rights or garnishments of the assigned claims, the Supplier shall be informed thereof immediately. The Customer shall provide all the documentation necessary for an intervention. Intervention costs shall in all cases be borne by the latter.

9. The Supplier undertakes, at its own discretion upon request of the Customer, to release securities acquired according to the above provision to the extent that their value exceeds the claim to be secured by 20%.

10. The Customer is obliged to insure the reserved goods against the usual risks (in particular the risk of destruction, loss, damage) at his own expense after the transfer of risk.

11. If reservations of title are not effective in a foreign country, the respective equivalent security rights of the country of destination shall be deemed expressly agreed.

X. Liability for defects in the Delivery Item

1. The Supplier shall deliver the Delivery Item free of defects. The Seller shall be liable for defects in the Delivery Item in accordance with the following provisions.

2. In the event of defects in the Delivery Item or a part of the Delivery Item, the Supplier shall have the right, at its discretion, to provide warranty by repair or free replacement delivery.

3. The Supplier shall be entitled to at least two (2) attempts at rectification. The Customer shall grant the Supplier safe access to the Delivery Item for this purpose. If subsequent performance (repair or replacement) is unsuccessful, the Customer may, as a rule, demand that the purchase price be reduced or the contract rescinded (withdrawal), whichever option it prefers. In the case of a minor infringement of contract, in particular minor defects, the Customer, however, shall have no right to withdraw from the contract.

4. From the repair and/or replacement cost incurred, the Supplier shall bear - to the extent that the complaint is found to be justified - the cost for the replacement part, including transport, and all reasonable (dis)assembly costs and, if reasonable and required in the individual case, costs for its skilled and unskilled labor.

5. If the Supplier replaces spare parts within the scope of the warranty obligations or after this as a gesture of goodwill or if the Supplier supplies the Customer with such spare parts for installation by the Customer, the removed spare parts shall become the property of the Supplier upon removal. The customer undertakes to grant the supplier possession of the parts immediately, but within 4 weeks at the latest. In case of sending spare parts, the Customer shall send the removed parts within this period. If the Customer does not grant possession to the Supplier within the aforementioned period, the Customer undertakes to pay the price of the installed or delivered spare part to the Supplier.

6. The Customer shall report in writing apparent defects within a period of one week following receipt of the Product, no valid claim may be asserted otherwise. The time-limit set shall be deemed observed if the notification is sent in time. The Customer alone shall have to prove

that all the necessary requirements for a valid claim exist, including, but not limited to, requirements relating to the defect itself, the time of its detection and the timeliness of the notification.

7. If, following unsuccessful subsequent performance concerning a defective title or a defect (collectively referred to as a defect), the Customer chooses to rescind the contract, it shall have no further claim for damages resulting from such defect.

8. If, following unsuccessful subsequent performance, the Customer chooses to claim damages, the Product shall remain with the Customer unless this would be unreasonable to demand from the Customer. Liability shall in no case exceed the difference between the purchase price and the value of the defective Product. This shall not apply if the Supplier maliciously caused the violation of contract.

9. The Warranty Period shall be one (1) year as of the date of Delivery. Where Acceptance has been agreed upon, the Warranty Period shall start on the day when the Product is accepted. In the case of used items, the prescription period shall be likewise one (1) year as of the Delivery, or, as the case may be, Acceptance of the Product.

10. In principle, only the product description of the Supplier shall be deemed agreed as the quality of the Delivery Item. Public statements, promotions or advertising by the Supplier shall not constitute a contractual description of the quality of the Delivery Item. In case of doubt, the agreements made between the parties are to be interpreted in such a way that none of the warranties or quality features, none of the descriptions of the subject matter of the contract or the scope of delivery and services, none of the property specifications and also not the technical specifications are to be understood as a guarantee of quality (within the meaning of § 444 BGB), unless otherwise expressly agreed. Regardless of the respective designation, these details are generally quality agreements (§ 434 I 1 BGB).

11. Guarantees in the legal sense are only given by the Supplier if they are included in the order confirmation and are designated as a guarantee of certain properties of the delivery item.

12. The Warranty shall be excluded (i) in the event of only insignificant deviations from the agreed quality (ii) in the event of natural wear and tear (iii) in the event of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment or due to special external influences which are not provided for in the contract (iv) if the Customer or a third party commissioned by the Customer carries out improper work on the delivery item; (v) if the Customer modifies the software or interferes with it in any other way, unless the Customer proves in connection with the notification of defects that the interference is not the cause of the defect, (vii) if the Customer does not follow the instructions given by the Supplier with regard to operating and/or maintenance work, replaces parts or uses consumables that do not correspond to the original specifications or does not follow the operating instructions supplied.

13. The Customer shall only be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately. In addition, the Supplier is generally prohibited from carrying out work on the delivery item before the Supplier has decided on subsequent performance.

XI. Software, Intellectual Property, Third Party Property Rights

1. To the extent that software is included in the scope of delivery, the Customer is herewith granted the non-exclusive right to use the software and the documentation supplied. Its use is permitted with respect to the specific Product. Any use of the software on other than the supplied system is strictly prohibited. The Customer is not entitled to demand from the Supplier to furnish the software source code.

2. The Customer shall not change, decompile, translate or extract parts of the software unless copyright law so expressly allows (Sec. 69 a ff. German Copyright Act UrhG). The Customer undertakes not to remove manufacturer labels - including, but not limited to copyright marks - without having obtained the prior express consent of the Supplier.

3. All other rights to the software and the documentation, including any copies that may exist, shall remain with the Supplier and/or the software supplier. No sublicenses shall be granted.

4. In addition, the Customer shall be granted a non-exclusive right to use the drawings and documentation, the content of which shall be limited to the purpose of operating the goods. All intellectual property shall remain with the Supplier. The Supplier reserves the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. The Supplier is obliged to make plans designated as confidential by the Customer accessible to third parties only with the Customer's consent.

5. Should the use of the Product result in an infringement of domestic industrial property rights or copyrights, the Supplier shall, as a rule, at its own expense make available to the Customer the right to continue to use the Product or to modify the Product in such a way that it is reasonably acceptable for the Customer and that it does no longer infringe industrial property rights. Where doing so would be disproportionately uneconomical or impossible within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. Where the above prerequisites apply, the Supplier shall be likewise entitled to withdraw from the contract. Furthermore, the Supplier shall hold the Customer harmless for all undisputed or unappealable claims on the part of the holder of the industrial property right in question.

The obligations of the Supplier stated here are conclusive, subject to liability pursuant to Section XIII. in the event of infringement of industrial property rights or copyrights.

They only exist if

- the Customer notifies the Supplier of claims received with respect to infringed industrial property rights or copyrights without undue delay,
- the Customer supports the Supplier to a reasonable extent in the defense against the asserted claims or enables the Supplier to carry out the modification measures,
- all defensive measures, including out-of-court settlement, remain at the discretion of the Supplier,
- the Defect in Title is not due to materials, requirements and specifications from the sphere of the Customer (this includes in particular, but not exclusively, requirements and specifications regarding the type, material and shape of the packaging and the shape of the packaging-specific components or is based on other instructions from the Customer) and
- the infringement is not attributable to an unauthorized modification made by the Customer or a type of use not provided for in the contract.

6. The Supplier is not obliged to check the Customer's requirements and specifications for infringement of patents or other rights of third parties.

XII. Claims for Damages on the Part of the Supplier

1. In the event that the Supplier demands compensation for non-fulfillment and where it has not yet delivered the goods then it shall be entitled to a lump-sum compensation, without further substantiation, of 15% of the price, unless the Customer can show that no damage has been incurred or that the damage incurred has been significantly

lower than the amount of the lump sum. If, however, the Supplier can prove that it has incurred damage exceeding the lump sum, it may also demand compensation for any such additional damage.

2. In the event that the Supplier takes back the item purchased under the agreed reservation of title, in connection with its claim for damages for non-fulfillment, then in addition to the agreed damages pursuant to para 1 above, it shall also be entitled to a lump sum compensation for the expenditure incurred for collection and disposal, amounting to 10% of the then applicable value of the goods withdrawn, unless the Customer proves that no damage has been incurred or that the damage incurred has been significantly lower than the lump sum.

3. The right of the Supplier to demand compensation shall furthermore be governed by the legal provisions and the content of these General Terms of Delivery.

XIII. Exclusion and Limitation of Claims of the Customer

1. In the event of claims for compensation arising against the Supplier as a result of the contractual relations or in connection with the contractual relations (including fault at the time of the conclusion of the contract and tort), the Supplier shall only be liable to the Customer without limitation if the claims are based on intent or gross negligence on the part of the Supplier, its corporate organs, executives, its agents and/or employees.

The preceding exemption from liability shall not apply if it is based on so-called cardinal obligations or significant contractual obligations. In the case of slight negligence, liability shall be limited to the reasonably foreseeable damage intrinsic to the contract.

2. The Supplier shall be liable for claims for damages due to delay in accordance with Section VI (2) and due to impossibility in the event of simple negligence up to a maximum amount of 10% of the order value, based on the part of the order affected by the delay or impossibility. Liability for intent and gross negligence in accordance with the above clause 1 remains unaffected.

3. Further or other claims for damages on the part of the Customer are herewith excluded; this shall, however, not apply to cases of liability according to the German Product Liability Act for defects of the Product causing death or personal injury, or damage to items of property that are used privately, for damage due to defects fraudulently concealed by the Supplier or which occur despite specific guarantees or in the case of negligence causing harm to life, body or health.

XIV. Supplementary provisions for packaging machines

1. Each machine shall perform within the agreed tolerances, provided that only original materials (packaging material, filling materials) specified in the contract are used. The Supplier shall not be liable for damage attributable to the use of materials other than the original materials supplied. The original materials needed for adjustment and testing purposes along with an exact description of properties are to be made available to the Supplier upon its request by the Purchaser, free of charge, freight-free and together with the necessary shipping instructions for transportation to the Supplier and back.

2. The Supplier cannot be held liable for returning less of the original materials than it previously received, or for damage to original materials unless the diminution / damage is attributable to the Supplier's negligence.

3. The machines have been equipped in accordance with the regulations currently applicable in the Federal Republic of Germany. If the Customer requests equipment deviating from these regulations, it must inform the Supplier thereof when placing its order and make available the regulations in German or English. If necessary, the Supplier reserves the right to adapt prices accordingly or adapt delivery dates subsequent to the confirmation of the order.

4. The Customer shall be liable for taking the appropriate measures for any and all regulations exceeding those currently valid in the Federal Republic of Germany for the protection of personnel or third parties against possible chemical, biochemical, electrical, electro-chemical, electro-acoustical or similar influences resulting from the machine, packaging or filling materials.

XV. Confidentiality Clause

1. The Parties shall treat the information obtained within the framework of the contractual relationship, in particular all commercial and technical information, whether verbal or embodied in documents, as business secrets and treat it accordingly as confidential. The bodies, employees and vicarious agents of the parties shall be obligated accordingly. The obligation to maintain confidentiality shall not apply or shall end if and to the extent that one of the parties proves that the information in question has become generally known through no fault of its own, has been lawfully obtained from a third party, must be submitted in the context of legal proceedings or was already generally known at the time it was obtained.

2. The Parties shall only be entitled to disclose information obtained under the contract to third parties with the respective consent of the other Party and subject to the obligation of the third party to maintain confidentiality. However, the Parties shall only refuse consent for good cause. The following shall not be deemed third Parties within the meaning of this provision: employees of the Parties and their vicarious agents or assistants, other contractors working at the production site at the same time, licensing authorities and experts. However, such persons shall be obliged to maintain confidentiality in accordance with the above provisions.

3. All disclosures in connection with the subject matter of the contractual relationship must be agreed by the Parties with the other Party prior to publication to the public.

XVI. Final Provisions

1. Deliveries to foreign countries shall be subject to the then applicable Incoterms, unless otherwise stipulated in the order or in these General Terms of Delivery.

2. The laws of the Federal Republic of Germany shall apply to the business relationship, including claims based on bills of exchange or cheques, whereas the application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded. In the event that reference to German law in its totality is not permissible in a foreign country for deliveries made to the said foreign country, then the provisions of the foreign law which come closest to German law shall be considered to have been agreed upon.

3. The venue for all disputes arising out of the contractual relations, including disputes based on bills of exchange and cheques, shall be Gießen, providing the Purchaser is a full merchant, a legal entity under public law or a public law fund. The Supplier shall however also be entitled to file for legal action at the court having jurisdiction over the Purchaser.

4. In the event of a provision of these General Terms of Delivery is invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by an appropriate legal provision.

5. Unless otherwise agreed in the respective contract, the place of performance and payment shall be the Supplier's place of business.