

General Terms and Conditions of Sale

1. Application of Terms

1.1 These General Terms and Conditions of Sale (“General Terms”) together with the order confirmation shall apply to all moulded fiber products (the “Products”) sold by Hartmann Packaging A/S (the “Seller”) to its customers (the “Buyer”). Any amendment or addition to these General Terms is only valid if expressly accepted in writing by the Seller. General Terms and Conditions of the Buyer or terms printed on quotations, request for an offer or orders shall be regarded as non-binding among the Seller and the Buyer.

2. Order Process

2.1 All offers from the Seller shall be considered an invitation to the Buyer to make an offer by placing an order with the Seller.

2.2 An order placed by the Buyer shall not constitute a binding obligation on the Seller until the Seller has accepted the order. Once the Buyer has placed an order, the Buyer cannot change such order or requested specifications, including any graphical

design unless such change is expressly accepted in writing by the Seller.

2.3 Unless expressly agreed in writing, all Products will be delivered as a general commodity and without any liability for special quality or property requirements.

3. Delivery and Right of Postponement

3.1 Delivery takes place in accordance with the relevant delivery term under Incoterms 2010 as stated in the order confirmation.

3.2 The Products are delivered in the Seller’s standard packaging unless otherwise expressly requested by the Buyer in the order and stated in the order confirmation.

3.3 At delivery, the Buyer shall immediately carry out a thorough and adequate inspection of the delivered Product in order to detect any visible damage as well as verify proper fulfilment of the order with respect to correct delivered type of Products, labelling, graphical design, amount etc. Any visible damage or nonfulfilment of the order must be

notified to the Seller in writing without undue delay and no later than one (1) week of delivery otherwise such claim is deemed time-barred.

3.4 The Seller is entitled to deliver in installments or postpone delivery, by given two weeks notice. Consequently, the Buyer may not, in this regard, cancel the order and/or claim any damages.

3.5 If delivery does not take place at the agreed time of delivery, the Buyer may provide clear notice to the Seller demanding a final reasonable time period for delivery. If delivery does not take place within the time period thus fixed by the Buyer, the Buyer may cancel the order immediately by given clear notice to the Seller in relation to the delayed Product, provided, however, that the Buyer, when fixing the final time period for delivery, has stated that the Buyer will cancel the order if delivery does not take place. The Buyer’s cancellation of an order is in full and final settlement and shall not entitle the Buyer to claim any damages or compensation.

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3.6 In case delivery is postponed due to circumstances attributable to the Buyer, the Buyer shall pay all reasonable costs incurred by the Seller as a consequence of the postponement, including storage and insurance costs and additional handling and transport costs. The originally agreed time of delivery will regardless of the postponement be considered the time of delivery in relation to the passing of the risk.

4. Passing of Risk and Title

- 4.1 Risk with respect to accidental destruction or damage to a Product shall pass to the Buyer in accordance with the agreed delivery term.
- 4.2 The Seller retains ownership and title to the Product until the Seller has received payment in full for said Product, including any accrued costs and interest.

5. Prices and Payment Terms

- 5.1 All prices provided by the Seller are exclusive of VAT and any other taxes and duties.
- 5.2 The Seller is entitled to charge VAT and other duties from the Buyer according to the rules and rates applicable when the invoice is issued.

- 5.3 Payment terms are 30 days net cash from the date of invoice unless otherwise agreed.
- 5.4 Set-off by the Buyer is not permitted.
- 5.5 Until the Seller has issued an order confirmation to the Buyer, the Seller may change the informed or agreed prices by given 30 days' notice. The Buyer is entitled to cancel its order within 14 days following receipt of such notification of change in price.
- 5.6 The Seller may at any time demand prepayment or that the Buyer makes adequate security for the purchase price. The Seller determines what is adequate. In case of no or insufficient security the Seller may terminate the order or withhold the Products until the purchase price is paid.
- 5.7 If the purchase price is not paid by the due date, a default interest will be calculated from the date when payment was due at a rate of then-current Euribor 3 month + 1% per month. The Seller is also entitled to charge for issued demand letters, etc.
- 5.8 If the Buyer fails to make payment on the due date, the Seller may furthermore decline to make further deliveries and/or recall deliveries until payment has been made in full.

6. Defects and Complaints

- 6.1 A Product shall only be deemed defective if the Product, at the time of delivery, either (i) did not meet specific specifications, including graphical design, agreed to in the order confirmation or (ii) otherwise was not free from insignificant defects in material or workmanship to the extent such defect constitutes a defect under Danish law.
- 6.2 Claims concerning visible defects must be made to the Seller in writing without undue delay and no later than one (1) week of delivery. Other claims, whether concealed or not, must be made to the Seller in writing within six (6) month of the date of passing of risk, see section 4.1. If the Buyer has not given written notice of a claim prior to the deadlines stated in this section 6.2, any potential claim is deemed time-barred.
- 6.3 The Buyer shall make every reasonable effort to mitigate its loss. The Buyer must loyally assist in establishing and documenting a claimed defect.
- 6.4 If the Seller accepts a claim, the Seller shall as the sole and exclusive remedy of such defect, at the Seller's sole discretion,

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either (i) replace the Product in question free of charge at the original delivery place, (ii) remedy the defect, (iii) refund to the Buyer the price of the Product or (iv) a combination hereof. The Buyer is not entitled to any other remedy for breach and the Buyer is consequently not entitled to damages or compensation for losses and costs which the Buyer may incur due to a defective Product, including costs in relation to repair or a replacement delivery.

7. Product Liability

- 7.1 In addition to the limitation of liability set out in section 8, the Seller shall only be held liable for personal injury and death caused by a Product if it is proven that the injury or death is directly attributed to the Product and is a consequence of failure or negligence on the part of the Seller or others for whom the Seller is liable.
- 7.2 The Seller is not liable for any damage to real or personal property caused by a Product after delivery has taken place. The Seller is neither liable for any damage caused by the Products to products produced or stored by the Buyer.

7.3 The Buyer shall indemnify, defend and hold harmless the Seller for any other product liability claim which may be made by a third party.

8. Limitation of Liability

- 8.1 The Buyer shall notify the Seller of any mandatory regulations of relevance for the Buyer's use of the Products, including any packaging and graphical design. The Buyer cannot raise a claim against the Seller in case such regulations are not adhered to unless the Seller expressly in writing has accepted to provide the Products in accordance with the specific regulation. Furthermore, the Buyer is liable for all labels, trademarks, descriptions, graphical designs, etc. on the Product to the extent such have been provided or approved by the Buyer.
- 8.2 In no event shall the Seller be liable for any indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, loss of profits, loss of business, lost sales or contracts, loss of goodwill, damages or penalties paid by the Buyer to third parties, loss of opportunity or otherwise, in connection with or arising out of an order.

8.3 The Seller shall in no event be liable for any claims, liability, losses, damages, costs or expenses for an amount in excess of the value of the Product under each order.

8.4 The Seller can in no event be liable for costs, losses or damages due to recall of the Buyer's products regardless of whether such recall is due to the Product contaminating the Buyer's products, wrongful labelling or otherwise.

9. Force Majeure

9.1 The Seller is not in breach of its obligations if performance is prevented by a force majeure event. Limitation of liability exists as long as the force majeure event exists and for a reasonable period thereafter in order to provide the Seller a reasonable opportunity to deliver the Product. Force Majeure shall include events beyond the reasonable control of the Seller or which the Seller should not have foreseen at closing. Examples of force majeure are unusual natural and weather conditions, such as flooding, volcanic eruption and cloudburst, as well as war, terrorism, fire, vandalism, lack of energy resources, labor disputes,

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or underperformance by a subcontractor.

10. Intellectual Property Rights

10.1 Unless provided by the Buyer specifically for use on Products such as an agreed graphical design, all rights of any kind to products, drawings, prints, designs, technical data, sample products, devises, know-how, moulds and tools, production facilities, etc. remain the property of the Seller. This applies even if the Seller and the Buyer jointly have developed the product, etc. The above-mentioned items are at the Seller's disposal at all times and for any purpose.

10.2 Information of any kind subject, to section 10.1, may not without the Seller's written consent be used by the Buyer, copied, transmitted or otherwise communicated to a third party.

10.3 The Buyer assumes all responsibility for the use of patents, design, trademark, technical information, or part thereof, when used at the Buyer's request. The Buyer shall indemnify, defend and hold the Seller harmless against any liability, claims and costs incurred due a

claim from third party of an infringement caused by such patents, design, trademarks, etc.

11. Right of Assignment

11.1 The Seller is entitled to transfer or assign execution of an order placed by the Buyer to any third party.

11.2 The Buyer may not assign any order (whether confirmed by the Seller or not) without the Seller's prior written consent.

12. Amendments to the General Terms

12.1 The Seller reserves the right to amend these General Terms. The current and updated version is always available on the Seller's website, www.hartmann-packaging.com.

13. Governing Law and Venue

13.1 These General Terms and any order required delivery of Products and the actual delivery of Products shall be governed by and construed in accordance with the laws of Denmark disregarding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply.

13.2 Any dispute shall be brought before the City Court of Copenhagen.

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