

General Terms and Conditions of Sale

of Verallia Deutschland AG, Oberlandstraße, 88410 Bad Wurzach

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I. General

- (1) All supplies of goods by Verallia Deutschland AG (hereinafter called the "Supplier") to entrepreneurs, legal persons in public law and special funds in public law (hereinafter called the "Client") shall be governed exclusively by the following General Terms & Conditions of Sale (hereinafter called "General Terms"). The Supplier shall agree, at the time of conclusion of its first contract with the Client that these General Terms shall also apply to all subsequent orders, even if no express agreement is made in this respect. The General Terms shall be deemed accepted no later than receipt of the supply. The Client's General Terms and Conditions and any contrary, conflicting or additional conditions in the Client's inquiries, offers, order confirmations, order forms or other written material shall only apply if expressly accepted by the Supplier in writing. This approval requirement is effective in either case, for example in the case, in which the Supplier - knowing the General Terms of the Client - delivers to the Client without any reservation.
- (2) Agreements with the Supplier that were made individually in particular cases (including subsidiary agreements, supplements and amendments), precede these General Terms in either case. Concerning the content of such agreements, a written contract or the written confirmation of the Supplier is - subject to the proof of the contrary - decisive.
- (3) References to statutory provisions only have clarifying meaning. Regardless this clarification, the statutory provisions are effective, as far as the statutory provisions haven't been directly amended or suspended by these General Terms.

II. Offers, Conclusion of Contract

Offers by the Supplier shall always be made without commitment and non-binding. Bookings hereupon, the Supplier may accept within 14 days after reception. The acceptance may occur in writing (confirmation of the order) or via supply to the Client.

III. Supplies

- (1) Unless otherwise agreed, supplies are ex works (Incoterms 2010).
- (2) The scope of supply shall be determined by the Supplier's written confirmation of order. If no such confirmation exists, the delivery note shall be treated as confirmation of order.
- (3) The choice of production site for fulfilment of the order shall remain at the Supplier's discretion. The Supplier shall also be free to determine the place of consignment in the event of deliveries of goods from store.
- (4) Samples, patterns and illustrations shall only serve as approximations. All data concerning weight, content, dimensions etc. shall be treated as averages. Unless specific limits are set for permitted deviations, deviations determined by manufacture and/or in the interest of technical progress shall be tolerated within the framework usual for the industry. Identical shades of colour cannot be guaranteed.
- (5) Quantities of up to 10% more or less than the respective supply quantity shall be permitted. Charging shall be based on the delivered quantity. Part-shipments shall be permitted unless they would unfairly disadvantage the Client.

IV. Prices

- (1) Prices quoted shall be deemed net prices in the currency of quotation and subject as applicable to value-added tax at the statutory rate, to customs duties and to other taxes. In the case of list prices, or if no specific price is agreed, the respective current version of the Supplier's price list shall apply, unless there is a separate annual agreement on prices/quantities. The Supplier reserves the right to revise prices accordingly if material prices, wages or energy costs change after acceptance of the order.
- (2) Unless otherwise agreed, prices quoted shall refer to supplies within the Federal Republic of Germany and are ex works (Incoterms 2010). Unless otherwise agreed, prices shall also be inclusive of costs of standard industrial packing, but exclusive of insurance premiums and other ancillary costs. Any intermediate layers of plastic included with the supply shall be treated as returnable dividers on loan and shall remain the property of Cartonplast. Acquisition of such dividers in good faith shall not be possible: they shall be kept available for free collection by Cartonplast.

V. Payment terms

- (1) The Supplier shall be permitted to send invoices by electronic means.
- (2) Place of performance for the Supplier's payment claims shall be the Supplier's place of business. Incoming payments shall be credited first against costs and interest, then against unsecured claims. Any balance shall be credited against the respective oldest amounts receivable, even if the Client gives contrary instructions.
- (3) The Client shall only be entitled to set-off if and insofar as its counterclaim is undisputed or established as res judicata. A right of retention on the part of the Client shall only exist if and insofar as its counterclaims derive from the same contractual relationship and are undisputed or established as res judicata.
- (4) The Supplier shall be entitled to charge the Client interest at the rate of 5% of the due amount of money, with effect from the time of maturity until no later than the time of commencement of default, if no payment is made before such commencement. The Supplier's invoices shall be deemed accepted if the Client makes no objection within 10 calendar days of receipt of invoice. After commencement of default, interest shall be levied at the level of the overdraft charges imposed by the banks, plus a minimum of 9 percentage points above the base rate, and without prejudice to further compensation claims on the part of the Supplier. Any discounts and other incentives shall be forfeited.
- (5) Are there indications for the Supplier, that its purchase price claim against the Client is at risk due to a lack of effectiveness (for example a filing for bankruptcy), the Supplier may - in respect of following deliveries - require payment or a security in advance or is authorized - maybe after setting a time limit - to withdraw from the contract (§ 321 BGB). In case of custom-made-items, the Supplier may declare the withdrawal immediately; the statutory rules concerning the dispensability of setting a time-limit remain unaffected.

VI. Delivery periods and deadlines

- (1) Periods and deadlines for supplies shall be met, conditional on fulfilment of the Client's contractual obligations. In particular, the Client shall have made agreed advance payments and/or have met prior performance and co-operation obligations. A further condition of meeting agreed supply periods or deadlines shall be correct and prompt delivery to the Supplier by its own suppliers, provided that the Supplier has selected its own suppliers with the diligence due in business transactions and has ordered the supply.

- (2) If the order confirmation establishes a latest date for delivery, the Supplier is bound to deliver by that date. If several deadlines are set, the obligation shall relate to the part of the order allocated to the respective delivery deadline.
- (3) Where approximate delivery dates are quoted in the confirmation of order, it shall be deemed agreed that the deadline may be exceeded by 50 percent. Information given in this regard by the Supplier shall constitute no contractual warranty unless the missed deadline is the Supplier's fault.
- (4) If the Supplier incurs delay in delivery and a reasonable period of grace, which the Client shall set in writing, has passed to no avail, the Client shall be entitled to withdraw from the Contract, to the extent that delivery has not yet taken place. Further claims for compensation for non-performance or default shall only be asserted in the terms of Section X.
- (5) The Supplier shall not be liable for an impossibility of performance or a delivery delay as far as these are caused by force majeure or any other event, that the Supplier couldn't have foreseen at the time of conclusion of the contract and which the Supplier isn't responsible for (e.g. any kind of operational disruption, interventions by authorities, hostilities of war, natural disasters, delays in supplies of raw materials and energy, labour disputes, especially strikes and lockouts). In case, that such events hinder the performance essentially or make it impossible and the hindrance isn't only temporary, the Supplier shall be entitled to withdraw from the contract. In case, the hindrance is temporary, the delivery or performance period shall be extended or the delivery dates shall be postponed for the time of hindrance plus an appropriate start-up time.
- (6) Part-shippments in response to call-forward orders shall be delivered four weeks in each case from call-forward by the Client. If call-forward is not given in reasonable time, the Supplier may, after advance notice, opt for fulfilment or for withdrawal from the Contract, without prejudice to any compensation claims.
- (7) The Client is bound to issue immediate acceptance of goods promptly made ready or delivered. The Client shall furthermore promptly create all necessary conditions on its side for timely settlement of the order. If goods made ready for delivery are held at the Client's disposal, at its request, the invoice shall be issued immediately and payment shall be claimable. The goods shall then be held in store at the Client's expense and risk. The same shall apply in case of late acceptance by the Client.

VII. Packaging and despatch

- (1) Unless otherwise agreed, the Supplier shall select the type of packing, mode of despatch, consignment route and carrier.
- (2) Moving aids (e.g. flat pallets) made available on loan by the Supplier shall be returned in usable condition within three months free domicile, failing which the Client shall be billed the cost of repurchase, unless the Client can prove that it is not at fault in this regard.

VIII. Retention of title

- (1) Goods supplied shall remain the Supplier's property pending full payment of all present or future claims against the Client arising from the Client's business relations with the Supplier. The Client shall be entitled to resell the goods to which title is retained, in the ordinary course of its business, unless the Client's claim arising from such further disposal has already been assigned to others. Such resale entitlement shall also lapse in the events of late payment or a lack of effectiveness of the Client. In case of resale on credit, the Client is bound to secure the Supplier's rights. The Client shall not be permitted to pledge the goods or transfer them by way of security without the Supplier's express consent.
- (2) The Client hereby assigns all claims against third parties arising from resale of the goods to which title is retained. No separate declaration of assignment shall be required in an individual case. The Supplier hereby accepts such assignment. Irrespective of such assignment and of the Supplier's right of recovery, the Client shall remain entitled to recovery while it meets its obligations towards the Supplier, especially its duties of payment and its business has no lack of effectiveness. At the Supplier's request, the Client shall furnish such information about the assigned claims as shall be necessary for the purpose of recovery, and notify the debtors of such assignment. In the event of late payment by the Client or a lack of effectiveness of the Client, the Supplier shall be entitled to notify the third-party debtors of the assignment of the claim and to collect the receivables itself.
- (3) In case of breach of contract, especially a late payment of the Client, the Supplier shall be entitled to withdraw from the contract or/and demand the goods still kept by the Client to which the title is retained according to the statutory provisions. The demand doesn't encompass the withdrawal from the contract at the same time; the Supplier shall rather be entitled just to demand the goods from the Client and to reserve the withdrawal. In case, the Client doesn't pay the price, the Supplier shall only be entitled to assert these rights after having set an adequate time-limit or in case the setting is dispensable.
- (4) If goods sold under retention of title are joined, mixed or mingled with other goods and the Client acquires sole title to the new item, the Contracting Parties hereby agree that the Client shall grant the Supplier joint title to the new item, in proportion to the value of the goods sold under retention of title. The Client shall in all cases hold the new item free of charge in safekeeping for the Supplier. The rules of further disposal of paragraph (2) shall apply accordingly to the value of the goods to which title is retained.
- (5) The Client shall immediately inform the Supplier of enforcement measures by third parties against the goods to which title is retained, or against the pre-assigned claims and in case of bankruptcy filing. The Client shall admit the Supplier or its appointee to the place of storage of the goods and meet the costs of any interventions.
- (6) The Supplier hereby undertakes to waive the sureties to which it is entitled, by virtue of the above provisions, at its discretion and at the Client's request, if the value exceeds the claims to be secured by 20%.
- (7) The Client is bound properly to store the goods to which title is retained and to secure them, at its expense, against theft and breakage and against fire, water and other damage. Insurance claims shall be deemed assigned to the Supplier up to the value of the goods to which title is retained.
- (8) Where supplies are made abroad and retention of title of equivalent effect to German law cannot be agreed, though the retention of other rights to the subject of supply is allowed, the Supplier shall be entitled to such rights. The Client shall co-operate with this in every respect.

IX. Liability

- (1) The Supplier shall be liable for defects for one year from supply of the goods or from delayed acceptance by the Client. This period doesn't apply to compensation claims of the Client arising from a violation of life, body or health, arising from a breach of obligation of the Supplier or its auxiliary persons in case of wilful misconduct and gross negligence or arising from the Product Liability Act; in these cases the statutory period of limitation applies. The Supplier shall only accept liability for the suitability of the goods supplied for the Client's envisaged special purpose if that purpose was expressly set forth in writing in the Contract. Supply of a specified quantity of bottles and glasses shall not constitute a single item.
- (2) The Client shall inspect the supplied goods immediately on receipt. This shall include ongoing checking of goods inwards. Appropriate ongoing short-term checks and suitable installed devices shall ensure removal of defective subjects of supply before and during processing and filling. Complaints shall be made in writing about obvious defects within 10 days of receipt of supply. Written complaints shall be made about invisible defects immediately on detection and no later than one year after supply. Otherwise the supply shall be deemed completed in good order. This shall not prejudice further statutory obligations of investigation and complaint.
- (3) The Supplier shall, at its discretion, supply replacements or repair the defects in response to justified and timely complaints. Components shall become the Supplier's property when replaced. If the Supplier allows a reasonable period of grace, set by the Client, to elapse without repairing the defect, or if the repair or replacement fails, the Client may, at its discretion, either withdraw from the Contract or claim reduction of the purchase price.

- (4) In case of minor non-conformity to the agreed properties of goods delivered within Germany, or of non-essential non-conformity to the agreed properties of goods delivered abroad, the delivered goods shall be deemed flawless.
- (5) The Client may only assert compensation claims against the Supplier in the context of Section X.
- (6) Returns of goods shall require mutual agreement. The Client shall be liable for total loss and for damage during the return consignment.
- (7) The above provisions shall apply accordingly to defects caused by advice or in the context of other, secondary contractual obligations.
- (8) The Supplier may refuse to fulfil the Client's warranty claims if the Client has not met its contractual obligations. Save specific, written agreement, the Supplier does not warrant that the goods it supplies comply with foreign legal regulations.

X. Compensation claims

- (1) In case of any breach of contractual or non-contractual obligations, the Supplier shall be liable - unless otherwise agreed in these General Terms - according to the statutory provisions.
- (2) The Supplier shall be liable for compensation, regardless of legal grounds, in case of wilful misconduct and gross negligence. In case of simple negligence, the Supplier shall only be liable for:
 - a) damage arising from a violation of life, body or health,
 - b) damage arising from a serious breach of contractual obligations which are essential (a duty where its fulfilment enables the execution of the contract and where the counterpart relies on its fulfilment or may rely on it; in this case the liability of the Supplier shall be limited to the typically predictable damage.
- (3) The limitation of liability in paragraph 2 shall apply to the breach of contractual obligations by persons as well, for whose default the Supplier is - according to the statutory provisions - responsible for; the limitation doesn't apply as far as the Supplier has concealed a defect fraudulently or has given a warranty regarding the constitution of the goods or in respect of claims arising from the Product Liability Act.
- (4) In case of breach of a contractual obligation that doesn't mean a defect of the delivered goods, the Client shall only be entitled to resign or withdrawal from the contract if the Supplier is responsible for the breach of contract. A free right of termination (especially according to §§ 651, 649 BGB) is excluded. For the rest, the statutory provisions shall apply.

XI. Moulds, tools and sales documents

- (1) The Client shall meet the costs of manufacture, procurement and modification of special moulds and special tools and retain title to them and all related copyright, even after payment. This shall not apply if the Client provides its own production moulds or tools for execution of its order, without fundamental modification of them by the Supplier.
- (2) The Supplier hereby undertakes only to use the Client's production moulds and tools to carry out the Client's orders, provided that the Supplier shall not fundamentally have modified them.
- (3) The Supplier hereby undertakes to keep production moulds and tools paid for by the Client until they have naturally worn out, though for a period not exceeding two years from the last supply.

XII. Infringement of intellectual property rights

The Client shall be liable that the execution of the order placed by it, based on its own requirements, wishes or conditions for moulds, colours, sizes and weights shall infringe no copyright, industrial property rights or other third-party rights. If claims are brought against the Supplier for infringement of the said rights, or if claims in competition law are asserted, the Client shall indemnify the Supplier against all obligations and costs arising from such claims and, at the Supplier's request, make reasonable advance payments and provide reasonable forms of security.

XIII. Law in control of exports

- (1) The Client hereby undertakes in any case to refrain from the following business:
 - business with persons, organisations or institutions which appear on a sanctions list according to EC regulations or US export rules;
 - prohibited business with states which are under UN/EU embargo; and
 - business for which requisite approval has not been obtained.

The Client shall be liable for all expenses and losses caused to the Supplier from infringement.

- (2) The Supplier's contractual obligations shall lapse if contradicted by national or international provisions of foreign trade law and/or by embargos and/or by other sanctions.

XIV. Recording of data

The Supplier shall store personal data about the Client necessary to its business as part of its electronic data processing. The Supplier shall be entitled to disclose such data to its affiliates for the purpose of order handling.

XV. Jurisdiction and applicable law

- (1) In case the Client is a merchant within the German Commercial Code, a legal entity or a separate estate by public law, exclusive - as well international - jurisdiction for all legal disputes arising directly or indirectly from the present contractual relations shall be Bad Wurzach. The same applies to Clients that are entrepreneurs within the German Civil Code (§ 14 BGB). The Supplier shall also be entitled to bring action before the court competent for the place of performance according to these General Terms or an overriding individual agreement or competent for the Client's headquarters. Overriding statutory provisions, especially concerning exclusive responsibilities, remain unaffected.
- (2) German law shall exclusively apply with the exception of its conflicts of law's provisions. Applicability of international law, especially the UN Sales Convention, is hereby precluded.

XVI. Certificate of Entry

In case of an intra-Community supply exempt from VAT according to § 4, paragraph 1b in connection with § 6a VAT Act, the Client shall be obliged to sign a Certificate of Entry and to send it to the Supplier within 30 days after delivery by Supplier or its agents. In case, the Client doesn't meet this obligation, additional VAT will be charged in the following. The Supplier retains title to the delivered goods until receipt of the Certificate of Entry, respectively until payment of the VAT charged in addition.