

# General Terms of Purchase



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## 1. BASIS OF CONTRACT

- 1.1. These General Conditions of Purchase apply to all goods that Polypag purchases from the supplier (hereinafter referred to as "good[s]"). They are an integral part of all orders that Polypag issues to the supplier (hereinafter referred to as "order[s]"). Cases in which Polypag and the supplier (hereinafter referred to as "party" or "parties") conclude a separate written supply agreement are an exception. Changes to Polypag's General Conditions of Purchase or to the order are only valid if the agreed changes have been confirmed in writing by both parties. The supplier's general delivery conditions are only valid if Polypag has accepted them in writing.
- 1.2. The type and quantity of the delivered goods, as well as their prescribed specifications, are indicated in the order and/or in additional written documentation from Polypag and in the supplier's quotation. If the individual contract documents differ with respect to the type, quantity or specifications of the goods to be delivered, then the document with the most recent date is decisive.

## 2. ORDERS

- 2.1. Polypag places orders in writing. Verbal orders are only valid if they are confirmed in writing by the supplier.
- 2.2. The order is considered accepted when Polypag receives corresponding confirmation from the supplier or when the ordered goods begin to be delivered, whichever comes first. Any modifications and/or supplements to these General Conditions of Purchase that are included in the supplier's confirmation are considered null and void.
- 2.3. Polypag reserves the right to subsequently modify an order it has placed. The supplier shall attempt to accommodate the changes to the best of its ability. If the modification of the order necessitates a change in the purchase price, then the parties shall mutually agree on a price adjustment.

## 3. PURCHASE PRICE AND PAYMENT CONDITIONS

- 3.1. Unless the parties have agreed otherwise in writing, the purchase price includes all services performed by the supplier, e.g. packaging, all taxes associated with the delivery of the goods (excluding value added tax), customs duties and charges (as per the agreed delivery conditions), and any other charges or fees associated with the delivery of the goods. The purchase price also includes all services performed by the supplier in association with the order.
- 3.2. The payment conditions are defined in the order.

## 4. DELIVERY

- 4.1. Unless the parties have agreed otherwise in writing, the time of delivery is defined in the order. Compliance with the agreed time of delivery is an essential component of contractual performance. The supplier shall be liable for all damages, in particular for consequential damages, that Polypag incurs due to late deliveries. The supplier shall notify Polypag immediately of any circumstances that could lead to a delivery delay. Such notification, however, does not absolve the supplier from its obligation to deliver on time. Partial deliveries are only accepted if they are approved by Polypag.
- 4.2. Along with the goods, the supplier shall deliver all technical documentation and/or certificates that are required for use of the goods and/or that are listed in the order.
- 4.3. Unless the order specifies otherwise, the agreed delivery conditions are DDP (Incoterms 2020) to the location listed in the order.
- 4.4. Risk is transferred to Polypag when the goods are received by Polypag in their entirety (as per the agreed delivery conditions).

## 5. WARRANTY

- 5.1. The supplier guarantees that the delivered goods fulfil the requirements specified in the order for the period of time defined in the order (hereinafter referred to as the "warranty period"). If the warranty period is not explicitly defined in the order, then the legally stipulated warranty period applies. In particular, the supplier guarantees that the goods are suitable for the use intended by Polypag, provided that the supplier was informed about this intended use or that the supplier can reasonably be expected to know this intended use. Furthermore, the supplier guarantees that the goods comply with the agreed specifications and correspond to any samples provided. The supplier guarantees the flawless processing and quality of the products and that the products are free of defects, in particular with regard to materials, manufacturing, processing and design.

The goods and their manufacturing comply with the legal regulations - including but not limited to regulations regarding health, safety and the environment that apply at the delivery location and, if known to the supplier, at the final destination point. Furthermore, the supplier guarantees that the goods do not violate any intellectual property rights or other rights of third parties.

- 5.2. Polypag's inspection obligations are limited to checking the type and quantity of the delivered goods. Any notice of defect within the warranty period is considered to be in good time. The notice of defect is not subject to a specific deadline.

- 5.3. If the goods do not conform to the order specifications, then Polypag can demand rectification of defects, replacement of defective goods or subsequent delivery of missing goods at its own discretion.

Polypag's additional rights granted by law, as well as rights conferred by these General Conditions of Purchase, shall remain in full effect. In particular, Polypag reserves the right to cancel the order and to claim damages.

- 5.4. If Polypag does not accept a delivery, Polypag shall inform the supplier of the non-acceptance as soon as possible, stating its reasons. At its discretion, Polypag shall either return non-accepted goods to the supplier immediately or Polypag shall store the goods in question for at most five workdays while it awaits instructions from the supplier.

## 6. NONDISCLOSURE

- 6.1. The supplier may only use the confidential data and information that it receives from Polypag in either written or verbal form for the purpose of delivering goods in accordance with order specifications. All data and information remain the property of Polypag and must be returned to Polypag together with all copies and data carriers immediately at the first request.
- 6.2. The supplier shall handle all data and information as strictly confidential. In particular, the supplier is prohibited from referring to existing or previous business relationships with Polypag in publications or brochures or in other verbal or written form without the prior written consent of Polypag.

## 7. NON-FULFILMENT OR INADEQUATE FULFILMENT

In the case of non-fulfilment or inadequate fulfilment of the order, the supplier is immediately considered to be in arrears. This condition applies without the need for additional notification by Polypag. The supplier must compensate Polypag for all damages resulting from non-fulfilment or inadequate fulfilment of the order or from any other illegitimate behaviour of the supplier. In particular, the supplier shall indemnify Polypag against claims made by third parties.

## 8. CONCLUDING PROVISIONS

- 8.1. A delayed assertion or the waiving of a legal right in a particular case does not imply that Polypag waives a contractual or compulsory legal right in general.
- 8.2. An order cannot be transferred to a third party without Polypag's written approval. However, Polypag has the right to assign an order to a different Polypag company within the Polypag Group.
- 8.3. All quotations, orders, contracts and these General Conditions of Purchase are governed by the substantive law of the country in which Polypag is domiciled. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The place of jurisdiction is the location of the competent court; Polypag reserves the right to file a claim at the court that would be competent without this clause.