

General Terms and Conditions of Sale HK Cosmetic Packaging GmbH

§ 1 Scope, Form

- (1) These General Terms and Conditions of Sale (GTCS) shall apply to all our business relations with our customers ("Buyer"). The GTCS shall only apply if the Buyer is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
- (2) In particular, the GTCS shall apply to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 German Civil Code). Unless otherwise agreed, the GTCS in the applicable valid version at the time of the Buyer's order or, in any case, in the version the Buyer was most recently notified of, in text form, shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
- (3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly consented to their application. This consent requirement shall apply in every case, for example even if the Buyer refers to its General Terms and Conditions within the scope of the order, and we do not expressly object thereto.
- (4) Individual agreements (e.g., framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over the GTCS. In the event of doubt, commercial clauses shall be interpreted in accordance with the Incoterms®, published by the International Chamber of Commerce in Paris (ICC), and in the version valid at the time of conclusion of the contract.
- (5) Legally-relevant declarations and notifications of the Buyer with regard to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing. The written form, within the meaning of these GTCS, includes written and text form (e.g., letter, e-mail, fax). Legal formal requirements and further proof, in particular in the event of doubts regarding the legitimacy of the person making the declaration, shall remain unaffected.
- (6) References regarding the applicability of statutory provisions shall only be of a clarifying nature. Therefore, the statutory provisions shall apply, unless they are directly amended in terms of content or expressly excluded in these GTCS, even without such clarification.

§ 2 Conclusion of Contract

- (1) Our offers are non-binding and subject to change. This shall also apply if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights.
- (2) The order of the goods by the Buyer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.
- (3) Acceptance may be declared either in writing (e.g., by order confirmation), or by delivery of the goods to the Buyer.
- (4) We shall not be obliged to accept follow-up orders and shall not be bound by the prices agreed upon with the first or a previous order.

§ 3 Delivery period and delay in delivery, collection

- (1) The delivery period shall be agreed individually or stated by us, upon acceptance of the order. These delivery periods or dates are always only approximate and are to be understood as meaning that the goods are expected to be dispatched by the time the deadline expires. No guarantee is given for exact compliance with delivery deadlines, unless expressly agreed individually as binding. If no delivery period has been agreed, the delivery period shall be approx. 3 months from the conclusion of the contract and shall not be binding. If a pick up from the warehouse has been agreed, the customer shall be obliged to collect the goods within 14 days of being requested to do so.
- (2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the Buyer of this without delay and at the same time inform him of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract, either in whole, or in part; we shall immediately reimburse any consideration already paid by the Buyer. Non-availability of the performance shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in the individual case.
- (3) The occurrence of our delivery delay shall be determined in accordance with the statutory provisions. In any case, though, a reminder shall be required by the Buyer.
- (4) In the event of the agreed delivery periods being exceeded, the Orderer shall only be entitled to withdraw from the contract if he has requested delivery from us, due to us being in default, setting a grace period of at least three weeks, and has threatened his withdrawal in the event that delivery is not made on time.
- (5) The Buyer's further rights pursuant to § 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, Transfer of Risk, Default of Acceptance, Termination

- (1) Delivery shall be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. The goods shall be shipped to another destination at the Buyer's request and expense (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- (2) At the latest upon handover, the risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer. In the event of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.
- (3) If the Buyer is in default of acceptance, or should it fail to cooperate, or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g., storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 0.3% of the sales value of these goods per calendar day, up to a maximum total of 5%, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for shipment. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The Buyer shall be entitled to prove that we have not incurred any damage at all or that the damage is significantly less than the above lump sum.
- (4) We reserve the right to deliver up to 10% more or less than the total number of items ordered. The number of pieces determined by us in precise control is decisive for the calculation. Partial deliveries may be made to an extent that is deemed reasonable for the Buyer.
- (5) The Buyer's free right of termination (in particular according to §§ 650, 648 German Civil Code) is excluded.

§ 5 Prices and Terms of Payment

- (1) Unless otherwise agreed in individual cases, our prices current at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.
- (2) In the case of sale by delivery to a place other than the place of performance (§ 4 Par. 1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
- (3) The purchase price shall be due and payable within 30 days from the date of invoice and delivery or acceptance of the goods. However, we shall be entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- (4) The Buyer shall be in default upon expiry of the aforementioned payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 German Commercial Code) shall remain unaffected.
- (5) The Buyer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter rights shall remain unaffected, in particular pursuant to § 7 Par. 6 Sentence 2 of these GTCS.
- (6) If, after conclusion of the contract, it becomes apparent (e.g., by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary, after setting a deadline – to withdraw from the contract (§ 321 German Civil Code). In the event of contracts for the manufacture of unjustifiable items (custom-made products), we may declare our withdrawal right away; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.
- (7) Our prices and terms of payment are subject to change in such a way that, in the event of an increase in wages, raw materials and fuel prices, transport costs or changes in the value date or the introduction of increased levies to the authorities affecting our purchase and/or production until complete fulfillment, we reserve the right to allocate these increases to the Orderer in the corresponding proportion and in the part of the performance affected by the change, whereby this is only justified from a de minimis limit of 3%, and this 3% shall also not be allocated as our own contribution to the increase.

§ 6 Retention of title

- (1) We reserve our title to the goods sold until full payment of all our present and future claims, which have arisen from the purchase contract and an ongoing business relationship (secured claims).
- (2) The goods that are subject to retention of title may neither be pledged to third parties, nor assigned as security before full payment of the secured claims. The Buyer shall notify us in writing, and without delay, if an application is made to open insolvency proceedings or if third parties (e.g., attachments) seize the goods belonging to us.
- (3) In the event of any breach of contract by the Buyer, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of the retention of title. At the same time, the demand for return does not include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously, unsuccessfully set the Buyer a reasonable deadline for payment, or if setting such a deadline is dispensable under the statutory provisions.
- (4) Until revoked in accordance with (c) below, the Buyer shall be entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
 - (a) The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in the ratio to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - (b) The Buyer hereby assigns to us, by way of security, all claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, pursuant to the preceding paragraph. We accept the assignment. The obligations of the Buyer, as stated in Par. 2, shall also apply in respect of the assigned claims.
 - (c) The Buyer shall remain authorized to collect the claim, in addition to us. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, there is no deficiency in his ability to pay, and we do not assert the retention of title by exercising a right pursuant to Par. 3. Yet, in this case, we may demand that the Buyer inform us of the assigned claims and their debtors, provide us with all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. What is more, here, we shall also be entitled to revoke the Buyer's authorization to further sell and process the goods subject to retention of title.
 - (d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

§ 7 Claims for defects of the Buyer

- (1) In the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly/installation or defective instructions), the statutory provisions shall apply to the Buyer's rights, unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 et seq. of the German Civil Code) shall remain unaffected, insofar as relevant, as shall the rights of the Buyer under separately issued guarantees, in particular on the part of the manufacturer.
- (2) The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. As far as the quality was not agreed upon, it is to be judged according to the legal regulation whether a lack is present or not (§ 434 Par. 3 German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
- (3) In the case of goods with digital elements or other digital content, we shall only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement pursuant to Par. 2. In this regard, we shall not be liable for public statements made by the manufacturer and other third parties.
- (4) As a matter of principle, we shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 German Civil Code). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory duties of examination and notification (§§ 377, 381 German Commercial Code). If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, we shall be notified regarding obvious defects in writing, and within 5 working days of delivery, and we shall be notified of defects not apparent upon inspection within the same period of time after discovery. If the Buyer fails to carry out the proper inspection and/or to give notice of defects, our liability for the defect not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.
- (5) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
- (6) We shall be entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.
- (7) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall not have a claim for return.
- (8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, in accordance with the statutory provisions and these GTCS if a defect is actually present. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have known that there was actually no defect.
- (9) In urgent cases, e.g., if operational safety is at risk or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of such a self-remedy, if possible in advance. If we would be entitled to refuse a corresponding subsequent performance according to the statutory provisions, the right of self-execution shall not exist.
- (10) If a reasonable period to be set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the Buyer may rescind the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there shall be no right of rescission in the case of an insignificant defect.
- (11) Claims of the Buyer for reimbursement of expenses according to § 445a Par. 1 German Civil Code are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 German Civil Code) or a consumer contract for the provision of digital products (§§ 445c p. 2, 327 Par. 5, 327u German Civil Code). Claims of the buyer for damages or reimbursement of futile expenses (§ 284 German Civil Code) exist even in the case of defects of the goods only in accordance with the following §§ 8 and 9.

§ 8 Other liability

- (1) Claims of the Buyer for damages are excluded. However, excluded from this are claims for damages by the Buyer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
- (2) In the event of a breach of material contractual obligations, we shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the damage claims of the Buyer are based on injury to life, body or health.
- (3) The limitations of Par. 1 and Par. 2 shall also apply in favor of the legal representatives and vicarious agents of the supplier if claims are asserted directly against them.
- (4) The limitations of liability resulting from paragraphs 1 and 2 shall not apply insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same shall apply insofar as we have entered into an agreement with the Buyer regarding the quality of the item. The provisions of the Product Liability Act shall remain unaffected.
- (5) We shall not be liable for the compatibility of our products with the Orderer's filling material with regard to chemical resistance, legal requirements and physical properties. We shall be permitted to assign services under this contract in whole or in part to suitable and qualified subcontractors. The customer undertakes to carry out compatibility tests with samples and filling goods and to carry out storage tests to determine whether the packaging materials from us are suitable for and compatible with the planned filling goods. We do not guarantee the suitability of the goods for a specific purpose.

§ 9 Statute of Limitations

- (1) In deviation of § 438 Par. 1 no. 3 German Civil Code, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. To the extent that acceptance has been agreed, the limitation period shall commence upon acceptance.
- (2) If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438 Par. 1 no. 2 German Civil Code). Further special statutory provisions on the limitation period (in particular § 438 Par. 1 no. 1, Par. 3, §§ 444, 445b German Civil Code) shall remain unaffected.
- (3) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code) would lead to a shorter limitation period in individual cases. Claims for damages by the Buyer pursuant to § 8 Par. 1 Sentence 1 as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 10 Molds and Tools

- (1) Pressing, injection molding, blow molding or other molds made by us or by a third party on our behalf are basically our property in view of our design performance and shall be used exclusively for orders of the Orderer only after express written agreement. The Orderer shall bear the costs of manufacturing the molds.
- (2) We shall carefully store and maintain the molds for repeat orders. We shall not be liable for damage occurring despite proper handling. The obligation to store or reserve the molds shall expire if no further orders are received from the Orderer within 2 years of the last delivery.

§ 11 Industrial property rights, samples

- (1) Insofar as we have to deliver items according to drawings, models or samples which are handed over to us by the Buyer, the Buyer shall warrant to us that the industrial property rights of third parties are not infringed by the manufacture and delivery of the items.
- (2) If a third party, invoking an industrial property right belonging to such third party, prohibits us from manufacturing and delivering items which are manufactured according to drawings, models or samples of Buyer, we shall inform the Buyer thereof without undue delay. In this case, we shall be entitled, without being obliged to examine the legal situation and to the exclusion of all claims for damages on the part of the Buyer, to cease manufacture and delivery and to demand reimbursement of the costs incurred.
- (3) The Buyer undertakes to indemnify us immediately against claims for damages by third parties. For all direct and indirect damages threatening from the infringement and assertion of any property rights, the Buyer shall provide us with security in an appropriate amount until their clarification with regard to our claim for indemnification.
- (4) We shall not be liable for samples or drawings sent in and these shall only be returned at the request of the Buyer, at his expense and risk.

§ 12 Choice of Law and Place of Jurisdiction

- (1) These GTCS and the contractual relationship between us and the Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in 96450 Coburg. The same shall apply if the Buyer is an entrepreneur as defined by § 14 German Civil Code. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GTCS or a prior individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

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