Certified translation from the German language

# General Terms of Sale and Delivery
# Lenzing Plastics GmbH & Co KG

(Dated November 2023)

## I. General remarks

1. Lenzing Plastics GmbH & Co KG (hereinafter "**LPG**") carries out orders and deliveries for contracting partners (hereinafter "**buyers**") exclusively according to these General Terms of Sale and Delivery, even if these were not mentioned specifically during spoken or telephone negotiations.
2. General terms and conditions of the buyer counter to this are hereby explicitly rejected. Such terms and conditions of the buyer are legally invalid in all cases, regardless of when they are received by LPG, even if they remain unrefuted. Nor do contract fulfilment negotiations by LPG constitute agreement to the terms and conditions of the buyer. Deviations from the sales and delivery terms of LPG require explicit written confirmation by LPG in order to be valid. "Written" is always to be understood as: by means of a document signed by both parties, or else a letter, fax or e-mail.
3. By commencing or continuing the business relationship with LPG, the buyer recognises these General Terms of Sale and Delivery, which apply not only to a specific business transaction but also to any subsequent business, unless explicitly stated otherwise by LPG.

## II. Offers, orders and subsidiary agreements

1. Unless explicitly agreed otherwise, offers from LPG are non-binding.
2. Orders are only binding when and insofar as they have been confirmed by LPG in writing or they have been fulfilled and invoiced. If the order confirmation by LPG does not correspond to the order by the customer, this deviation is considered approved if not notified otherwise by the customer within 10 days of LPG sending the order confirmation.
3. Subsidiary agreements must be made in writing without exception.

## III. Prices

1. Unless explicitly stated or agreed otherwise, all prices are net prices, excluding disposal and further processing costs (especially regarding packaging). The prices only apply to the places of delivery stated on the order confirmation, are ex-works prices in case of doubt and there is no obligation to deliver to other locations.
2. The prices stated by LPG are including packaging (excluding any disposal and further processing costs) in accordance with the standard norms but excluding transport insurance, loading and freight.
3. For price calculations, the unit of measurement (weight, running metres, square metres etc.) specified by LPG at the plant applies. After concluding a contract in a foreign currency, in case of a devaluation of the agreed currency by more than 3% in relation to the euro, LPG is entitled to either withdraw from the contract or to adjust the price and to amend any invoices not yet paid at the time of the devaluation accordingly.
4. The prices are based on the costs at the time of the initial price offer. If the costs increase by the delivery date, LPG is entitled to adjust the prices accordingly, especially if there are changes in wage or procurement costs between contract conclusion and performance.

## IV. VAT exemption for cross-border deliveries.

1. For tax exemption for cross-border deliveries, LPG is obliged to present suitable proof to the tax office (e.g. way bills, TWB, freight forwarder slips) regarding the transport from Austria abroad. In "collection cases" (FCA or EXW LPG clause), the buyer is obliged to submit this proof to LPG immediately upon collection but at the latest within four weeks of collection.
2. This should be sent to the following e-mail address at LPG: TransDocs@lenzing-plastics.com. In case of non-compliance with this obligation, LPG is entitled to issue to the buyer an (amended) invoice with the legally mandatory VAT and the buyer is obliged to transfer the tax stated on the (amended) invoice to LPG without delay after receipt of the invoice.
3. If LPG has concluded an Incoterm with the buyer that involves a so-called "collection case" (EXW, FCA Austria), an equivalent agreement (EXW, FCA Austria LPG) is not possible for an onward sale between the buyer and their customer for VAT reasons (chain transaction).
4. If the buyer has concluded such an agreement with their buyer despite this (so-called double collection), the buyer is obliged to inform LPG of this immediately after concluding such as purchase contract. In this case, LPG is entitled to issue to the buyer an (amended) invoice with the legally mandatory VAT and the buyer is obliged to transfer the stated tax to LPG without delay after receipt of the invoice.

## V. Payment

1. Unless agreed otherwise, payments shall be made within 30 days of the invoice date.
2. Payments are always offset against the oldest due sum and any associated dues.
3. The buyer can only offset against payments to LPG if the counterclaim by the buyer is undisputed or legally enforced.
4. Bills of exchange and cheques are only valid payments after being redeemed. Any fees, including discount interest, associated with the payment and cashing in of cheques and bills of exchange are borne by the buyer.

## VI. Default, decline in assets of the buyer

1. In case of a payment default, legal regulations (§ 458 UGB | Austrian Commercial Code, § 1333 par. 2 ABGB | General Civil Code) apply to cover the reimbursement of all dunning and collection costs; as well as regarding the amount of any due default interest (§ 456 UGB).
2. If the buyer is in default of payment for 14 days or LPG has substantiated doubts about the buyer's ability to pay, LPG is entitled to make all outstanding invoices due for immediate payment. In addition, LPG is entitled in this case to interrupt the preparation of placed orders, to halt the delivery of orders that are ready, to request assurances and to withdraw in full or in part from individual or all existing contracts.
3. A delay in acceptance by the customer does not prevent LPG from invoicing the ordered goods.

## VII. Delivery, warehousing

1. Partial deliveries are permissible. Unless explicitly agreed otherwise, stated delivery schedules are ex-works.
2. If the buyer changes the specification of their order without appropriate advance notice, they are obliged to accept goods produced according to the previously agreed specification.
3. LPG stores goods up to a maximum of 3 months after the delivery date originally envisaged by the buyer or a maximum of 3 months after expiry of framework agreements. LPG is entitled thereafter to deliver the goods to the buyer at their expense and risk or to make them available for collection at the expense of the buyer. In any case, the invoice may be issued at the start of the acceptance delay.
4. The same applies to raw materials or semifinished products that have been procured on the basis of envisaged deliveries or of framework agreements.
5. The agreed delivery or completion schedules are non-binding. The delivery or completion schedules are to be understood as guidelines. Fixed schedules are to be indicated explicitly as such.

## VIII. Deliverable

1. The deliverable must correspond exclusively to the specifications set out on the order confirmation. The images, descriptions and details in available catalogues, brochures, circulars, advertisements and other general information - in electronic or another form - are exemplary only. They are only binding if confirmed explicitly in writing by LPG.
2. The deliverable corresponds to the mandatory safety regulations in Austria. Other regulations, for example in accordance with the law of the place of delivery, are only binding for LPG if these have been explicitly confirmed as binding. LPG assumes no responsibility for the deliverable being suitable for a particular purpose assumed by the seller, unless this is stated explicitly on the order confirmation.

## IX. Force majeure, hardship

1. Force majeure such as natural disasters or operational disruptions at their own plant or that of suppliers, an unforeseeable shortage of workforce, energy or raw materials, strikes and transport disruptions, official interventions, armed conflict, customs clearance delays and cyber attacks release LPG from contract fulfilment for the duration of the disruption and to the extent of the impact and entitle LPG in such a case of force majeure to withdraw from the contract in full or in part for a period of at least 2 months. All delays or incumbrances in connection with the corona crisis or other pandemics are also classified as force majeure.
2. This also applies accordingly to all other circumstances on which LPG has no influence, which were not or scarcely foreseeable at the time of contract conclusion (e.g. price changes for raw materials) and which make it economically infeasible for LPG to fulfil the contract under the agreed terms.

## X. Retention of title

1. LPG retains ownershoip of sold goods until all invoices issued by LPG to the buyer in connection with the sale of the respective goods have been settled.
2. The buyer is obliged to adequately insure the goods subject to retention of title at their

own expense (fire, water, theft etc.). The buyer herewith assigns their claims from these insurance contracts to LPG in advance.
3. The buyer is entitled to sell the goods on in the ordinary course of business. However, already now the buyer assigns all claims to LPG amounting to the invoice value of the goods subject to retention of title and LPG accepts this assignment.
4. Until the full settlement of the purchase price, the contracting partner is obliged to inform third parties who presume a right to the sales objects of the actual title status and to notify LPG of the rights claim.

## XI. Packaging

1. Additional costs for packaging that go beyond the standard norms are borne by the buyer. Boxes, containers and pallets remain the property of LPG, unless they have been paid for specifically by the customer or it has been agreed otherwise in individual cases.
2. The packaging is to be returned carriage free to LPG on request and according to their instructions. LPG can demand corresponding charges for damaged, lost or unreturned packaging items owned by LPG.

## XII. Transport, insurance and fulfilment

1. All goods are considered as sold ex works, insofar as not explicitly agreed otherwise.
2. Deliveries are considered as fulfilled when they leave the warehouse. If the dispatch of the goods is delayed through no fault of LPG, the date of fulfilment is considered as the date of readiness for dispatch.
3. If LPG has agreed to deliver the goods to another destination, LPG determines the transport route and means. This does not include the insurance of the goods, which is only upon the explicit wishes of the buyer and at their expense.
4. In addition, agreed Incoterms apply in the version applicable on the day of contract conclusion.

## XIII. Warranty, notice of defects

1. Deviating from § 377 UGB (Austrian Commercial Code), the buyer must inspect the supplied goods immediately upon delivery or collection. Evident defects are to be notified in writing to LPG within 6 days and hidden defects within 6 days of detection - in all cases, however, before using or processing the affected goods - stating in particular the invoice number, batch and package number. If necessary, representative samples are to be sent.
2. LPG warranties that their goods correspond to standard quality with the typical manufacturing variations. LPG does not warranty any properties not specified explicitly in writing. The buyer therefore in particular bears the risk for the suitability of the goods for the intended purpose, as well as all risks resulting from the handling or use of the goods. The buyer acknowledges that in case of lengthy storage of the goods, their processing may be compromised or made impossible; LPG therefore does not warranty the processibility of the goods if stored for longer than 90 days after the invoice date.
3. Any samples (especially larger sample deliveries) or templates shown or handed over to the buyer only serve the purpose of demonstrating the standard specification and quality of the products and do not signify that the products will necessarily correspond to these specifications and quality.
4. Any claim by the buyer on account of the delivery of defective goods must be based on a

justified and lawful claim for defects in compliance with the agreement, whereby defective goods can be replaced by LPG or returned against the reimbursement of the purchase price, to be decided by LPG. In case of incorrect quantities (short delivery), LPG can choose between an additional delivery and a corresponding credit note. Warranty claims beyond this – as well as the presumption rule of § 924 ABGB (General Civil Code) and the right of recourse according to § 933b ABGB – are excluded. The buyer must prove that the defect was already present at handover. This only applies insofar as this is not fully infeasible for the buyer.

5. The buyer can only exert a warranty claim if they can prove that they have used, maintained and upheld the deliverable in accordance with the supplied documentation and state-of-the-art technology and have not caused the defect through improper use. Improper use applies in particular if materials or additions have been used or modifications have been made to the deliverable that have not been approved by LPG. Wearing parts are excluded from the warranty, as well as sales objects that have already been modified or processed by the buyer or a third party.
6. All costs resulting from damage (for example assembly and disassembly costs, transport from site, disposal etc.) are borne by the buyer.

## XIV. Damage compensation, product liability

1. LPG is only liable under mandatory law, i.e. only for intent and gross negligence.
2. In particular, damage compensation claims against LPG due to damage caused by a defective product or lost profit are excluded, unless LPG is guilty of gross negligence.
3. The extent of liability for LPG is limited to the cost of remedying damages.
4. The buyer bears the burden of proof for damages, causality, unlawfulness and culpability.
5. Damage compensation claims by a company due to a defect expire within 6 months from identification of the damage, at the latest in any case within 5 years after delivery and handover of the sales objects.
6. If a contractual penalty was agreed for a delivery delay, the buyer cannot demand a sum exceeding this contractual penalty. Sums/claims beyond this, especially on account of damage compensation, lost profit, gains etc., are excluded.

## XV. Place of fulfilment, place of jurisdiction and applicable law

1. The place of fulfilment for the delivery of the goods and for the payment of the purchase prices are the LPG headquarters in Lenzing.
2. If LPG and the buyer have not legally agreed the exclusive responsibility of an arbitration court, disputes are decided exclusively by the local court responsible for LPG Austria. LPG is also entitled, however, to make claims at the local court responsible for the buyer and anywhere that the buyer has a branch or asset.
3. Austrian law applies to the legal relationship between LPG and the buyer, but under exclusion of the UN CISG and of national and international conflict of laws.

## XVI. Data privacy and secrecy

1. The parties explicitly consent to the processing of personal data – especially of name, address, contact and professional details – of the persons working for them and representing the company to the other party, for the purpose of contract fulfilment, order processing and the fulfilment of the applicable accounting laws and duties of care.

2. In addition, the parties consent to the transmission of this personal data to associated companies outside of the European Union, acknowledging the potential associated risks, for the purpose of order processing and contract fulfilment.
3. With this consent, the parties assure corresponding compliance declarations from the persons appointed by them and at first request shall mutually fully indemnify and hold each other harmless regarding any disadvantages pertaining to the infringement of the aforementioned assurance.
4. The consent according to 1. and 2. can be revoked at any time by e-mail by either party or the affected persons without stating grounds. However, any processing occurring up until the revocation is not affected.
5. The companies associated with LPG are available at any time online under https://www.lenzing-plastics.com/. The revocation options for LPG and respective information can be found under https://www.lenzing-plastics.com/datenschutzerklaerung/
6. The parties are obliged to absolute confidentiality regarding the business and operational secrets revealed to them over the course of the business relationship, insofar and as long as these are not or do not become public knowledge.

## XVII. Severability clause

If individual provisions of these General Terms of Sale and Delivery are or become invalid or illegitimate, this does not affect the validity of the remaining clauses. Invalid or illegitimate clauses shall be replaced in individual cases by valid provisions that come the closest to the economic purpose of the invalid clauses.