

Pouch Partners GmbH • Rudolf-Wild-Str. 107-115 • D-69214 Eppelheim/Heidelberg

General Terms and Conditions of Purchase

1. Scope of the General Terms and Conditions of Purchase

1.1 All orders of goods, performances and other services, placed by Pouch Partners GmbH (hereinafter "PP GmbH"), are exclusively subject to the following terms and conditions, unless agreed otherwise in an individual case in written form.

1.2 These Terms and Conditions of Purchase are also valid for future business transactions, even if PP GmbH does not explicitly refer to these terms and conditions.

1.3 In the following, the respective business partner of PP GmbH shall be referred to as "Supplier", notwithstanding the nature of the respective contract and the respective status of the business relationship.

1.4 Conditions to the contrary, as well as deviations in the order confirmation of the Supplier shall not be acknowledged by PP GmbH, but are only valid if they have been explicitly acknowledged by PP GmbH in written form.

1.5 The fulfilment of the order by the Supplier is also deemed as acknowledgement of these terms and conditions, even if the Supplier has confirmed the order with deviating terms and conditions.

1.6 The Terms and Conditions of Purchase are an integral part of the respective contract.

2. Order and contract conclusion

2.1 PP GmbH's orders are only legally binding, if they are placed in written form. Verbal orders, changes or amendments to the order are only binding, if they have been confirmed by PP GmbH in written form.

2.2 Drawings, which PP GmbH has specified in individual cases, including tolerance specifications, are binding.

2.3 PP GmbH is not bound by obvious errors, typographical and computational errors in the documentation, which PP GmbH has provided. The Supplier is obliged to review the provided documentation and notify PP GmbH about such errors, so that the order can be corrected and renewed by PP GmbH. This also applies to missing documentation.

2.4 If the order is preceded by an inquiry by PP GmbH and an individual offer by the Supplier, the Supplier guarantees that the goods and/or service described in the offer correspond exactly to the requested quantity and quality. In the case of deviations, the Supplier must provide the offer with an explicit written note.

2.5 The Supplier accepts the contract either explicitly by a written statement or implicitly by complete or partial fulfilment of the order.

2.6 By the complete or partial fulfilment of the order the Supplier guarantees that the goods and/or services comply with all applicable laws and regulations, the contractual agreements and all specifications of PP GmbH as well as with technical material the latest state of the art.

3. Pricing

3.1 Only the agreed price according to PP GmbH's order is decisive and prevails over any of Supplier's list or invoice price. Prices include applicable fees, taxes (excluding VAT), duties, levies, commissions and other charges, unless otherwise agreed in writing.

3.2 In the event of a subsequent reduction of the agreed price, the Supplier is obliged to issue an invoice or a credit note that complies with the legal requirements.

4. Delivery and performance period

4.1 The agreed delivery/performance periods or delivery / performance dates are binding.

4.2 Delivery periods/dates run from the date of the order.

4.3 Within the delivery period/on the delivery date, the goods must have been received at the place of receipt specified by PP GmbH.

4.4 In case of imminent delays in delivery/performance the Supplier must notify PP GmbH without delay and obtain PP GmbH's decision about maintaining the order.

4.5 For cross-border deliveries, the Supplier must confirm compliance with the delivery date to PP GmbH, in any case, 14 days prior to expiry of the delivery date.

4.6 If arranged delivery/performance periods are not met and if the respective order is not a commercial fixed date transaction, then PP GmbH is entitled to either still demand fulfilment and compensation

for damages due to late delivery after setting a maximum grace period of 10 days or demand compensation for damages to the non-performance or withdraw from the contract.

4.7 Partial services do not terminate the default. If PP GmbH is forced by delivery default, to obtain supplies elsewhere, the Supplier shall bear the difference between the price arranged with it and the higher price that PP GmbH needed to spend for supplies elsewhere. Further compensation claims remain unaffected.

5. Execution of deliveries

5.1 Invoices shall be sent in duplicate after shipment, separately from the goods or at our request, by e-mail, to a specific invoice e-mail address, which PP GmbH has provided.

5.2 Each shipment shall include a duplicate delivery note with gross, tare and net weight. For imports, the required documentation must be provided along with the goods.

5.3 The full order number and the order date must be stated on invoices, delivery notes and in correspondence.

5.4 If PP GmbH requests shipping notifications, these must be delivered to PP GmbH prior to the dispatch date of the delivery.

5.5 With countries of origin or delivery of the goods, which deviate from the contract or with non-timely, incomplete or incorrectly issued documents, PP GmbH is authorised to refuse acceptance and demand a contractual penalty in accordance with Section 10.

6. Transfer of risk

6.1 All shipments take place at the risk of the Supplier DDP Eppelheim, Germany in accordance with Incoterms 2020, unless agreed otherwise. Risk and ownership shall pass accordingly. Charge packaging (except for boxes) is credited for the full value after return shipment.

6.2 With an ex works/warehouse of the Supplier (EXW – Incoterms 2020) pricing agreement, it must ship at the lowest costs, unless PP GmbH has prescribed a specific shipping method.

6.3 Extra costs for a necessary express transport to meet the delivery date shall be borne by the Supplier.

7. Defective / incorrect delivery

All extra costs and damages, which are incurred due to defective and/or incorrect delivery, shall be borne by the Supplier. This also applies to deliveries to a third party specified by PP GmbH as the recipient.

8. Accident prevention

8.1 Machines and systems, as well as other technical devices, must comply with the respective latest legal and official provisions, as well as the accident prevention regulations of the employers' accident insurance association.

8.2 For assemblies, the special regulations issued at the factory must be observed, in addition to the regulations referred to.

9. Liability for defects and limitation period

9.1 The receipt of the goods always takes place subject to possible notifications of defects. This specifically also applies, if the random check performed within the context of the goods inward inspection did not reveal any defects. Obvious defects may be reported within a time limit of two weeks from delivery; non-obvious defects must be reported within the same time limit after their discovery. The date of dispatch of the notification of a defect is relevant. PP GmbH may also issue notifications of defects if the goods have been processed and sold.

9.2 With transport damage, the notification of a defect shall take place within one week after becoming known.

9.3 With defective goods, PP GmbH may, at its own discretion, demand cancellation of the purchase contract or reduction of the purchase price. Instead of these rights, PP GmbH may demand replacement deliveries for the goods objected to, supply itself elsewhere at the Supplier's expense or have the defects remedied at the expense and risk of the Supplier.

9.4 In the case of repair activities or replacement deliveries, a new warranty period shall start.

9.5 Compensation for consequential damages or from infringements of duties of care shall remain reserved in any case.

9.6 The Supplier indemnifies PP GmbH and its customers for all claims from product liability, which are based on the defective products delivered by it or on its behalf.

9.7 Details of the Supplier regarding measurement, weight, quality, usability, shall be deemed as guarantee conditions.

9.8 Claims for defects are subject to the statutory limitation periods.

9.9 Supplier shall take out and maintain insurance policies to the value sufficient to meet its liabilities under or in connection with these General Terms and Conditions of Purchase – in particular liability and product recall insurance and business interruption. Prior to the first order, Supplier shall provide PP GmbH with evidence that such insurance is in place.

10. Contractual penalty

10.1 In cases of default, PP GmbH is authorised to demand a contractual penalty in the amount of 0.5% of the order value for each initiated working day of the default, however, a maximum of 5% of the order value. Notwithstanding this, PP GmbH is also entitled to demand the fulfilment of the contract. If PP GmbH is entitled to a claim for damages due to the late delivery, PP GmbH may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages is not excluded by this.

10.2 If the Supplier culpably fails to fulfil its delivery or performance obligation, PP GmbH is authorised to demand a contractual penalty in the amount of 5% of the order value. If PP GmbH demands payment of the contractual penalty, the claim to fulfilment is excluded.

10.3 If the delivered goods and/or the services rendered do not correspond to the agreements reached, particularly the specifications, which PP GmbH has defined, the legal requirements or the respective state-of-the-art, PP GmbH is authorised to demand a contractual penalty in the amount of 5% of the order value. Section 9 remains unaffected.

10.4 If PP GmbH is entitled to a claim for damages due to fulfilment violation of contract pursuant to Subsection 10.1 to 10.3, PP GmbH may demand the incurred penalty as a minimum amount of damages. The assertion of higher damages is not excluded by this.

11. Industrial property rights

11.1 The Supplier guarantees that the delivery/service is free from industrial property rights of third parties, particularly that such rights are not contradictory to the contractually envisaged use at the place of performance/destination and that the creator of copyright-protected services has granted its consent to the granting of rights of use.

11.2 Insofar as the order affects third-party, industrial property rights or other third-party rights, the Supplier shall acquire the necessary licences or other authorisations at its own expense and indemnify PP GmbH for all liabilities, disadvantages and damages, which PP GmbH may incur from a claim due to the infringement of third party rights, unless PP GmbH is aware or should be aware of the infringement of third-party rights. It is incumbent upon the Supplier to prove the awareness or the fact that awareness should have existed.

11.3 Insofar as the Supplier encloses designs with an offer/cost estimate, it thereby grants PP GmbH the right to use these designs. The ownership of templates, samples, tools, inter alia, which the Supplier produces by arrangement, shall transfer to PP GmbH upon delivery, including all rights of use. The Supplier hereby transfers to PP GmbH, all rights to the contractual performance results, including all information and documentation, which relates to these results.

11.4 Where the performance results are copyright-protected or comparably protected works, the Supplier transfers to PP GmbH, the irrevocable, exclusive, transferable, open-ended and geographically unlimited right to use these works as a whole or in part for all (known or unknown) types of use (including the right to processing and modification), without needing to name the copyright holder. Insofar as it involves inventions or designs, PP GmbH is authorised to register, maintain or allow these to lapse as a proprietary right at our own discretion, in our own name (providing the name of the inventor/designer in accordance with the respective applicable statutory provisions) and in any countries.

11.5 The agreed remuneration also includes the transfer of rights; PP GmbH is only required to pay additional remuneration, if this is legally prescribed. The Supplier indemnifies PP GmbH for any claims (also under copyright or employee invention law) by third parties, which assert these due to the transfer or use of the performance results.

12. Invoicing, Payment and Taxes

12.1 Payments are made 90 days after receipt of a proper and verifiable invoice, but not prior to receipt of the ordered goods or before the performance and/or service has been fully rendered. By way of derogation, the parties may agree in writing on another payment period.

12.2 If the invoice does not meet the legal requirements, in particular those of the Value Added Tax Act (UStG), PP GmbH is entitled to

withhold payment until receipt of a proper and verifiable invoice.

12.3 In the event an advance payment, a down payment, a payment on account, an instalment payment or partial payment is agreed in writing, the Supplier is obliged to provide PP GmbH with a corresponding invoice.

12.4 The date of forwarding a payment instruction to the bank is decisive for compliance with a payment period. If a complaint is lodged by PP GmbH (e.g. notification of defects and incorrect invoicing), the payment period commences upon complete clarification of the complaint.

12.5 PP GmbH is entitled to offset and retain rights to the statutory extent. PP GmbH is also entitled to offset with claims, which PP GmbH or PP GmbH's affiliated companies have against the Supplier. Moreover, PP GmbH reserves the right to withhold payment of any invoice or part of an invoice where the PP GmbH (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice, PP GmbH shall immediately notify the Supplier in writing of the reason for such withholding and pay the undisputed part of such invoice within the agreed term.

12.6 The Supplier submits an invoice to PP GmbH that complies with all legal requirements, for the goods supplied or for the performance and/or service carried out.

12.7 PP GmbH does not agree to accounting via credit procedure (so called self-billing), unless otherwise agreed in writing.

12.8 PP GmbH accepts VAT amounts subsequently invoiced by the Supplier only to the extent that PP GmbH is able to assert these VAT amounts at the relevant tax authority on the basis of applicable statutory laws and provisions and that PP GmbH actually receives a tax refund. Payment to the Supplier does not take place before PP GmbH has received the tax refund by the tax authority.

13. Subcontracting, Assignment prohibition and Change of Control

13.1 The Supplier shall not partially or fully assign this agreement with PP GmbH (the "Assignment") or subcontract any of Supplier's obligations under these General Terms and Conditions of Purchase in whole or in part without the prior written consent of PP GmbH. No sub-contracting, even if approved by PP GmbH, shall release supplier from its responsibilities for its obligations under these General Terms and Conditions of Purchase or create a contractual relationship between PP GmbH and any subcontractor.

13.2 In the event of a change of control (i.e. a significant shift in ownership or control such as a merger or acquisition; "Change of Control") of either party, the party under-going such change shall promptly notify the other party in writing. Upon receipt of this notice, the other party shall have the right to terminate this agreement by providing written notice of termination within sixty (60) days. Termination shall take effect upon the expiration of the sixty (60) day period unless otherwise mutually agreed upon in writing.

14. Reservation of ownership

The Supplier is permitted to make the transfer of ownership of the delivered goods dependent on the payment of these goods. Further forms of security, particularly overdraft account reservations, prolonged or extended reservations of ownership, are not permitted.

15. Order documentation

15.1 All documentation (drawings, designs, specifications and other documents etc.), which PP GmbH provides to the Supplier, shall remain PP GmbH's property. These, as well as the documentation (drawings, designs, specifications and other documents etc.), which the Supplier prepares in accordance with PP GmbH's specifications, may not be used, duplicated or made accessible to third parties by the Supplier for purposes other than the execution of PP GmbH's order. They shall be protected from unauthorised use or inspection. They shall be surrendered unsolicited at any time upon request, including all duplications, if the service does not materialise. The Supplier is furthermore liable for all damages, which PP GmbH incurs from the infringement of one of the aforementioned duties.

15.2 The Supplier shall treat the order and the associated activities, including the documentation, samples etc. provided, confidentially. The fact of the business relationship itself may only be disclosed with PP GmbH's prior written consent.

16. Data Protection

16.1 Each Party shall comply with the applicable data protection laws and regulations and shall implement any appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the personal data received from the other Party from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, unlawful processing and/or processing inconsistent with the original purpose of the collection.

16.2 Each Party shall process the personal data received from the other Party exclusively in connection with the execution and the performance of these General Terms and Conditions, the contracts and/or the purchase orders and/or the fulfilment of any applicable statutory provisions.

Personal data of PP GmbH's customers and suppliers shall only be captured, stored and processed electronically for contractual purposes, under due consideration of the provisions of the Federal Data Protection Act, information about PP GmbH's products, to answer customer enquiries, sending of newsletters and participation in prize draws.

16.3 For further information in relation to the handling of user data, PP GmbH refers to its Data Protection Policy.

17. Termination

17.1 PP GmbH may terminate the Contract or any part thereof with immediate effect by written notice to the Supplier if the Supplier is in default in the performance of any of its obligations under these General Terms and Conditions of Purchase and

a) the Supplier has not remedied the default to PP GmbH's satisfaction within fifteen (15) days or such other period as PP GmbH may specify in writing, notwithstanding having previously received written notice of the default and a request to remedy it; or

b) the default cannot be remedied

17.2 Without prejudice to any rights under these Terms and Conditions of Purchase, PP GmbH shall be entitled to terminate the contract in whole or in part with immediate effect, in particular in the cases specified in these Terms and Conditions of Purchase and in the following cases:

a) if a delay lasts longer than ten (10) days;

b) in the event of full or partial assignment, subcontracting, change of control, transfer or transmission to third parties of rights, obligations, demands and/or claims of the Supplier (or if the Supplier assigns or delegates its performance in whole or in part) under these Terms and Conditions of Purchase without the prior express written consent of PP GmbH;

c) in the event of a breach by the Supplier of obligations under clause 18;

d) in the event of non-compliance by the Supplier with laws, rules and regulations relating to health, safety, environmental and labor laws;

18. Corporate Responsibility/Business Code of Conduct

18.1 The Supplier acknowledges that PP GmbH is committed to the highest standards of integrity, sustainability and ethics. The corresponding Business Code of Conduct of the CAPRI SUN Group is available on its homepage (<https://www.capri-sun.com>). PP GmbH expects its business partners to respect the Business Code of Conduct, to comply with social and environmental standards and to act honestly and fairly and to comply with all national legal provisions, in particular labor and social laws, as well as environmental protection regulations. The supplier has taken note of the Capri-Sun Business Code of Conduct, will comply with it and address it appropriately along the supply chain and enforce it against its own contractual partners through suitable contractual regulations.

18.2 The Supplier is obliged to report any violation and any suspicion of a violation of the principles and requirements of this Code of Conduct in the whistleblower system within 48 hours of becoming known to lksq@capri-sun.com. The report shall be made while safeguarding the legitimate interests of the supplier, its subcontractors and in compliance with the rights of employees, in particular data protection and the protection of business secrets. If culpable violations are identified by the supplier, the supplier shall immediately receive a written notification with a reasonable grace period to initiate remedial measures. If a remedy is not possible in the foreseeable future, the Supplier shall notify PP GmbH immediately and work out a concept with a timetable for improvement together with PP GmbH. In cases in which no remedy can be achieved, a continuation of the business relationship is unreasonable for PP GmbH and no milder means are available, PP GmbH reserves the right to terminate the business relationship after expiry of the grace period, including all orders already placed, if this was threatened when the grace period was set. In the event of a serious, persistent or repeated breach, the business relationship may be terminated immediately. In addition, the supplier is obliged to pay compensation in the event of serious breaches, unless it can prove that it is not responsible for the breach. Compensation for damages shall also include appropriate compensation for reputational damage.

18.3 In addition, for the purpose of reviewing performance and compliance with the CAPRI SUN Business Code of Conduct, PP GmbH and third parties authorized by PP GmbH are entitled to audit the Supplier and its subcontractors at any time and without prior notice for control purposes. PP GmbH expects proactive communication and active participation on the part of the Supplier, especially in the event of concrete risks or violations. At PP GmbH's request, the supplier will disclose its supply chain and the measures, certificates, etc.

it has taken to comply with human rights and environmental protection regulations. If a violation of the principles and requirements of this Business Code of Conduct is identified, the provisions of Section 19.2 shall apply accordingly.

18.4 PP GmbH has created the direct possibility for all affected persons or reputable whistleblowers to report possible violations of the CAPRI SUN Business Code of Conduct in a confidential and substantiated manner (lksq@capri-sun.com). Furthermore, PP GmbH calls on the supplier to open up its own effective complaint mechanisms for employees and generally within the supply chain.

18.5 In case of a breach of any of the duties listed above, without prejudice to any further damages and remedies, PP GmbH shall have the right to grant a reasonable grace period for remedying the infringement; it being understood that in case of failure to remedy the infringement within the prescribed period, PP GmbH shall have the right to terminate the contract with immediate effect.

19. Place of fulfilment, legal jurisdiction and applicable law

19.1 The place of fulfilment and legal jurisdiction for all duties under this contract - also for bill of exchange and cheque legal actions - is Heidelberg or the location of the branch of the Supplier, at our own discretion.

19.2 The law of the Federal Republic of Germany applies. The application of Private International Law Statute (PILS) and the UN Convention on the Contracts for the International Sale of Goods (CISG) is excluded.

20. Severability clause

If one or several provisions of these Terms and Conditions of Purchase or any provisions in legal transactions between PP GmbH and the Supplier should be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties undertake to make a new, valid agreement without delay, which comes as close as possible to the invalid provision in economic terms.

Pouch Partners GmbH