

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

### Terms and Conditions of Service

#### **Art. 1 Applicability**

(1) These Terms and Conditions of Service of Pouch Partners GmbH, Rudolf-Wild-Str. 107-115, 69214 Eppelheim/Heidelberg, Germany (hereinafter referred to as "PP GmbH") are valid and effective as of 1. September 2024, unless otherwise expressly specified in writing, to all services offered and provided by PP GmbH to customers. Deviating, conflicting or supplementary general terms and conditions of business of the customer will not become part of the contract, even if they are not expressly contradicted. Notwithstanding the foregoing, the Parties agree that the valid conclusion of a contract shall not fail due to general terms and conditions which contradict each other.

(2) Insofar as conflicting general terms and conditions correspond to each other, the conforming provisions shall apply.

(3) Moreover, those terms of PP GmbH which correspond to non-contradicting terms of the general terms and conditions of the customer shall be deemed to have been agreed upon. However, those provisions of the general terms and conditions of the customer which do not correspond to the content of the General Terms and Conditions of PP GmbH, will be rejected and shall not form part of the agreement.

#### **Art. 2 Conclusion of Contract**

A service order submitted by the customer is binding, if such service order is submitted in written form, by fax or email or by telephone call. The service contract is only concluded when PP GmbH confirms the service order in writing, by fax or email to the customer or by the provision of the ordered service to the customer.

#### **Art. 3 Other Applicable Terms and Conditions**

(1) In addition to these Terms and Conditions of Service the Terms and Conditions of Supply, the Installation Conditions as well as the quotation / price indication of PP GmbH will apply in their respective valid version.

(2) These Terms and Conditions of Service will not apply for services provided by PP GmbH in order to fulfill claims for defects or if and to the extent differing arrangements have been agreed and explicitly confirmed by PP GmbH in writing.

(3) Customer acknowledges that PP GmbH is committed to the highest standards of integrity, sustainability and ethics, as described in the Capri-Sun Business Code of Conduct, which also applies to PP GmbH. The Capri-Sun Business Code of Conduct is available on the Capri-Sun homepage (<https://www.capri-sun.com>). The Customer acknowledges the Capri-Sun Business Code of Conduct and agrees to adhere to it.

(4) Personal data of PP GmbH's customers and suppliers will only be captured, stored and processed electronically for contractual purposes, answering customer enquiries, sending of newsletters and participation in prize draws. Any handling of user data shall be subject to the provisions of the EU General Data Protection Regulation (GDPR). For further information in relation to the handling of user data, PP GmbH refers to the Capri-Sun Privacy Policy, which also applies to PP GmbH and is available on the Capri-Sun homepage (<https://www.capri-sun.com>).

#### **Art. 4 Installation**

A service contract for the installation of the product(s) delivered by PP GmbH includes the assembly and configuration of a completely delivered or for purposes of transport disassembled machinery, machine or component as well as a function checkout.

#### **Art. 5 Commissioning and Acceptance**

(1) As a general rule an internal acceptance test ("Factory Acceptance Test") will be carried out by PP GmbH before delivery. The customer will be offered the opportunity of attending the Factory Acceptance Test. The Factory Acceptance Test involves PP GmbH's standard test procedures. A written report must be produced of the results of the Factory Acceptance Test, even if the customer intends to deny the acceptance.

(2) If the customer wishes further test procedures to be carried out ("Site Acceptance Test"), these must be agreed separately in writing and paid for by the customer. Test materials specified by the customer must be provided by the customer in good time free of charge. A written report must be produced of the results of the Site Acceptance Test, even if the customer intends to deny the acceptance. PP GmbH may demand the execution of partial Site Acceptance Tests as far as no objective reasons impair.

(3) If the Factory Acceptance Test and/or the Site Acceptance Test reveals serious defects which rule out the commencement of production with the delivered product, the customer may refuse to accept the supply concerned, unless the defect affects a component from a third party supplier stipulated to PP GmbH by the customer. Refusal to accept the delivered product must be recorded in the written report, and the defect specified. PP GmbH will remedy the defects within a reasonable period and the customer must give it the opportunity to do so. Once the defects have been remedied, a fresh Factory Acceptance Test or Site Acceptance Test, as the case may be, must be carried out.

(4) If the Factory Acceptance Test and/or the Site Acceptance Test reveal no defects, or only minor defects, and full or partial production can therefore be commenced with the delivered product (if need be, with certain limitations), the acceptance will be deemed complete. This must be recorded in the written report, and any defects specified. PP GmbH will remedy the defects within a reasonable period and the customer must give it the opportunity to do so.

(5) Acceptance will also be deemed complete:

- a) if the Factory Acceptance Test and/or the Site Acceptance Test, for reasons beyond the control of PP GmbH, cannot be performed on the agreed date;
- b) if the customer refuses to cooperate with or to perform the Factory Acceptance

test respectively the Site Acceptance Test;

c) immediately when the customer makes use of supplies or services provided by PP GmbH.

(6) This Art. 5 does not apply in case of the delivery and/or installation of service parts.

#### **Art. 6 Repair Service**

(1) Which services PP GmbH provides to fulfill a service contract for repair or elimination of faults depends on the technical needs. If not explicitly agreed otherwise a service contract for repair or elimination of faults includes:

a) all repair work which is necessary for recovery of an operational readiness of the machine or component according to expert discretion and generally accepted rules of technology;

b) provision of all required service parts for this according to Art. 7. Upon request, the customer will send such substituted service parts back to PP GmbH;

c) installation of the service parts if agreed;

d) function checkout with respect to the repaired components but not of the complete machine.

(2) Information provided by PP GmbH about duration and costs of repair service in advance is non-binding, as the durations and costs of repair work depends on the age and state of preservation of the respective machine. Nevertheless, PP GmbH will obtain the approval of the customer before execution of extensive repair work or installation of service parts, if:

a) a cost limit defined by the customer would be exceeded; or

b) if the repair costs would be disproportional compared with the value of the respective machine.

(3) The customer is obliged to confirm the fulfillment of a service contract according to this Art. 6 on a form provided by PP GmbH. Art. 5 (4) and (5) apply mutatis mutandis.

#### **Art. 7 Delivery of Service Parts**

For the delivery of service parts the Terms and Conditions of Supply of PP GmbH will apply. This includes a period of limitation of twelve (12) months following the delivery of the products for claims with respect to defects and certain limitations of claims for defects as well as for the general liability of PP GmbH as defined in the Terms and Conditions of Supply of PP GmbH.

#### **Art. 8 Other services**

(1) The service contract includes:

a) in case of maintenance work the execution of such work according to the respective maintenance report of PP GmbH;

b) in case of instruction or training the briefing of the operators defined by the customer with respect to the functions of the respective machine, component or software; instruction and training materials provided by PP GmbH are protected by copyrights and must be kept confidential by the customer;

c) in case of an oral consultation (for example by a service engineer at customer's site or via telephone call) the provision of operational knowledge, with respect to software for the current and previous version only.

(2) In case of other consulting work or other services (for example relocation or reconditioning of a machine) the services provided by PP GmbH and the costs to be paid by the customer are set forth in the respective service offer of PP GmbH.

#### **Art. 9 Cost for Services**

(1) All services provided by PP GmbH are to be paid by the customer, if not explicitly agreed otherwise (for example in case of fair dealings). All prices are net prices plus VAT.

(2) All prices for services are set forth the respectively valid version of the price indication / quotation of PP GmbH and are calculated based on the relevant expense factors at the time of the offer provided by PP GmbH. PP GmbH may adjust the Service Price List from time to time, in particular in case of a significant change of expense factors (such as wages or costs for material etc.). It is suggested to ask PP GmbH for the respectively valid service prices and conditions. In case of a change of such expense factors after the conclusion of the service contract PP GmbH will be entitled to adjust the agreed prices, if the time between conclusion of the service contract and the provision of services is longer than three (3) months. In such cases the Service Price List valid at the time of provision of services will apply.

(3) The costs to be paid by the customer will be calculated depending on the service order and the service report to be signed by the customer. In the service report the hours of travel, hours of work and the kind of provided services will be recorded. Commenced fifteen (15) minutes will be rounded up to a quarter of an hour.

#### **Art. 10 Payment**

Invoices are due to be paid immediately without delay starting from the invoice date. All payments have to be done without any deduction and free of transaction charges to PP GmbH's bank account. In case of delay default interest at the rate of 9% in excess of the base interest rate (such rate to be determined half-yearly by the European Central Bank), will be charged; the customer will be free to give evidence of a lower damage. An offsetting or the exercise of a retention right is only permitted, if the counter claim of the customer has been recognized by PP GmbH in writing or has been declared to be final and conclusive.

#### **Art. 11 Collateral Co-Ownership; Lien**

(1) To secure all claims of PP GmbH resulting from the provision of services the customer transfers a collateral co-ownership (limited to the amount of the respective bill) on the machine or component which was subject-matter of the provided services to PP GmbH. Up to the complete payment of the claim the customer coffers the respective machine or component on behalf of PP GmbH free of charge.

(2) In case of service work at the site of PP GmbH the customer grants a lien on the respective machine or component to PP GmbH to secure all claims of PP GmbH resulting from services provided by PP GmbH, if such claims are not secured according to paragraph 1 above.

(3) Co-ownership and lien of PP GmbH will expire with complete payment of the respective bill.

#### **Art. 12 Co-operation of Customer**

(1) The customer will secure the accordance of the place of installation with all constructional requirements, in particular with respect to the ground, the required floor space and height, the access to the place of installation and the electrical power supply. In case of fault reports which are followed by a repair service the customer will provide an exact description of the fault.

(2) In case of installation work, maintenance and repair service, during which an intervention into power supply, air conduction, air conditioning, water or wastewater systems become necessary, the customer will be responsible for the compliance with applicable protection and security provisions, for example by engaging a qualified and certified expert.

(3) Unless otherwise agreed in writing, the customer will provide at its own cost:

- a) technical assistant staff in the required quantity;
- b) loadable foundation construed for the installation of the delivered product, including anchor bolts; the screwing with anchor bolts will be carried out by the customer at its own risk;
- c) equipment, facilities and operation materials necessary for installation and commissioning of the product delivered by PP GmbH (including, but not limited to: lifting gear, cranes, equipment for unloading and transporting machinery, documents, ladders, sealants and lubricants, etc.);
- d) connections to the delivered product that will be installed, such as electricity, compressed air lines, cooling water lines etc.;
- e) electricity, illumination, heating / air-conditioning, air supply;
- f) dry and lockable rooms suitable for storage of tools and delivered products;
- g) dry and heated room with washing facilities for PP GmbH's staff;
- h) protection of PP GmbH's staff against unhealthy and dangerous working conditions;
- i) medical care of PP GmbH's staff if necessary;
- j) sample materials and, if necessary, customer's product in sufficient quantity for the commissioning and acceptance of the product(s) delivered by PP GmbH;

(4) The customer will secure the availability all necessary parts at the installation place before the beginning of the installation of a machine or component as well as the finishing of all necessary preliminary work in order to enable the service engineers of PP GmbH to start installation work immediately.

(5) The customer will inform PP GmbH immediately about all changes relevant for the service contract.

#### **Art. 13 Claims for Defects**

(1) PP GmbH will provide all services in a professional manner in accordance with the provisions of this General Terms and Conditions for Service. In case of an evidenced fault in the provision of service PP GmbH will correct such fault as soon as possible.

(2) The period of limitation for claims for Defects or claims for compensation pursuant to Art. 14 expire twelve (12) months following acceptance in accordance with Art. 5.

#### **Art. 14 Liability and Compensation for Damages**

(1) Insofar as nothing to the contrary arises from these service conditions, PP GmbH shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) PP GmbH shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence, in accordance with the German Product Liability Act (ProdHG) and in the event of a guarantee promise being made. In the event of simple negligence, PP GmbH shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), for

- a) for damages resulting from injury to life, body or health,
  - b) for damages resulting from the violation of an essential contractual obligation (obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, the liability of PP GmbH shall be limited to the compensation of the foreseeable, typically occurring damage up to a maximum of the value of the delivered goods.
- (3) The liability of PP GmbH in the case of simple negligence for
- a) loss of production, loss of profits, loss of business opportunities, loss of use, downtime costs, downtime or waiting times of personnel and contractual penalties or lump-sum damages to be paid by the customer to third parties as well as for
  - b) indirect and / or consequential damages, i.e. such damages which
  - c) do not occur to the goods for the manufacture, maintenance or modification of which the goods or the service of PP GmbH serve, or
  - d) are not caused directly by the breach of duty but only by the occurrence of a further

indirect causal event, or

e) could not have been foreseen by the contracting parties at the time of the conclusion of the contract according to the course of events to be typically expected. is excluded.

(4) The limitations of liability resulting from paragraph 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favour) whose fault PP GmbH is responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

(5) The customer may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if PP GmbH is responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects the statutory prerequisites and legal consequences shall apply.

(6) PP GmbH shall not be liable for any advice given to the customer by PP GmbH service technicians as a courtesy outside the service description.

#### **Art. 15. Force Majeure**

Events of force majeure, interruption of operations at PP GmbH's premises or in the factories of PP GmbH's suppliers, orders of authorities, riots, war, terrorist attacks, blockades, uprisings, embargo, natural disasters, pandemic, epidemic, quarantine, labour disputes, strikes, lock-outs, devaluation of the currency, cyberattacks, data leaks as a result of cyberattacks and/or internet or power disruptions, standstill in supply or significant price increase in raw materials and similar, entitle PP GmbH to extend the delivery deadline, or reduce or annul the confirmed order. The Customer cannot assert any claim against PP GmbH for compensation for damages deriving from this.

#### **Art. 16. Assignment and Change of Control**

(1) The customer shall not assign this agreement or subcontract any of customer's obligations under these General Terms and Conditions of Purchase in whole or in part without the prior written consent of PP GmbH.

(2) In the event of a change of control (i.e. a significant shift in ownership or control such as a merger or acquisition) of either party, the party undergoing 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.

#### **Art. 17 Place of Performance, Jurisdiction, Applicable Law**

(1) For performance the place where performance is to be made is the place of performance.

(2) The parties agree upon the exclusive jurisdiction of the courts of Heidelberg, Germany.

(3) These Terms and Conditions of Service are governed by and construed in accordance with substantive German law under the exclusion of the Private International Law Statute (PILS) and the UN Convention on Contracts for the International Sale of Goods (CISG).

#### **Art. 18 Additional Agreements, Partial Invalidity**

(1) Solely these General Terms and Conditions of Service and written agreements between customer and PP GmbH will apply for the provision of service by PP GmbH. There are no verbal agreements.

(2) In the event that any of these provisions in whole or in part is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected thereby. Any invalid or unenforceable provision in whole or in part is to be replaced by a provision or part of a provision which comes closest to the purpose and economic result of the invalid or unenforceable provision. The same applies with respect to loopholes in these provisions.

(3) PP GmbH will be entitled, to provide services by service engineers of component suppliers or by authorized service partners.

**Pouch Partners GmbH**