

SIG – General Terms and Conditions of Sale (Europe)**1 General**

1.1 These General Terms and Conditions of Sale ("**GTC**") set forth the terms and conditions governing the sale of the Products by SIG to its Customers, in the absence of a specific written agreement, concluded between SIG and the Customer for the supply of Products. SIG may at any time modify these GTC.

1.2 "**SIG**" means the direct or indirect subsidiary of SIG Group AG, Laufengasse 18, 8212 Neuhausen am Rheinfall, Switzerland, supplying the Products to Customer under the Contract (as defined below).

1.3 "**Customer**" means the party issuing an Order (as defined below) to SIG (SIG and Customer each individually a "**Party**" and collectively the "**Parties**").

1.4 "**Products**" means filling machines, aseptic cartons, chilled cartons, spouted pouches, bag-in-boxes, fitments, films, other related parts, spare parts, and services provided by SIG.

2 Orders and Contract

2.1 Unless otherwise stated on the quote, SIG's quotes are invitations to tender, and SIG may change or withdraw them at any time without prior notice to Customer.

2.2 A written purchase order received by SIG from Customer for the supply of Products ("**Order**") is deemed to have been accepted and to become effective on the date SIG issues a written order confirmation ("**Order Confirmation**").

2.3 After SIG has issued an Order Confirmation, Customer may not change, cancel, or reschedule such Order without SIG's prior written consent. If accepted by SIG, any changes, cancellations or rescheduling shall be at Customer's cost.

2.4 These GTC, the Order (including the Specifications) and the Order Confirmation, including modifications under Clause 2.3 if accepted by SIG, constitute the entire understanding and agreement between the Parties relating to the Products (collectively the "**Contract**"). This Contract supersedes any communication, representation or agreement previously made thereto by either Party whether orally or in writing. Conflicting or deviating conditions of purchase or other reservations made by Customer shall not be effective unless SIG has expressly accepted them in writing for a particular Order.

"**Specifications**" means any specifications for the Products that is agreed in writing by Customer and SIG in the Contract.

2.5 If any conflict between the documents of the Contract exists, the following order of priority shall apply:

- a) the Order Confirmation,
- b) the Specifications,
- c) these GTC, and
- d) the Order.

2.6 If any conflict between the Contract and any specific written agreement concluded between SIG and the Customer after the Order Confirmation for the supply of the same Products exists, the provisions of the specific written agreement shall prevail.

3 Sale of Products**3.1 Changes**

3.1.1 SIG may at any time and without notice discontinue the sale of any of the Products, make any changes or improvements to the Products without any obligations to retroactively apply such changes or improvements to the Products previously supplied to Customer.

3.1.2 SIG reserves the right to amend the Specifications if required by Applicable Laws. In such event, SIG shall notify Customer.

"**Applicable Laws**" means all laws, statutes, regulations, rules, codes, industry or self-regulatory standards, guidance, directions, and principles to which any Party is subject and/or are applicable in any jurisdiction in which the Products are delivered, as amended, consolidated, replaced, or updated from time to time.

3.1.3 Any technical advice provided by SIG in relation to the Products is given at Customer's sole risk and SIG shall have no responsibility or liability for such advice. Customer shall bear sole responsibility for determining the suitability, correctness and fitness of the Products and their Specifications for the intended use and application.

3.2 Delivery

3.2.1 Unless otherwise set forth in the Order Confirmation, SIG shall deliver the Products:

- a) in accordance with the Incoterm "FCA" (International Commercial Terms as published by the International Chamber of Commerce, in force when the Contract is concluded),
- b) on the date specified in the Order Confirmation ("**Delivery Date**"), and
- c) to the place of delivery set out in the Order Confirmation ("**Delivery Address**").

3.2.2 If Customer rejects or fails to accept delivery at the Delivery Date, SIG may store the Products at Customer's costs. SIG may scrap any Products that become obsolete at Customer's cost.

3.2.3 SIG may withhold the delivery of the Products if Customer's payments are overdue at Delivery Date.

3.2.4 Unless the Parties have agreed otherwise in writing, delivery terms are not considered to be strict deadlines. Exceeding the delivery term can therefore not lead to a default on the part of SIG, nor to any right to compensation of damage or costs from the Customer by SIG to the Customer. The Contract cannot be dissolved on account of the exceeding of the delivery period, unless SIG fails to deliver within a reasonable period, of which the Customer has been notified in writing by SIG after the expiry of the delivery period. In the sense of the preceding sentence, a "reasonable term" means at least one (1) month. SIG shall use commercially reasonable efforts to meet the Delivery Dates. If the delivery of the Products is likely to be delayed, SIG shall endeavor to promptly notify Customer.

3.2.5 Despite the foregoing, if a delivery date is specifically agreed upon in the Contract and in case the Products are not delivered at the time for delivery owing to an act or omission solely attributable to SIG, the default liquidated damages which the Customer can claim shall be limited to 0.5% of the agreed net purchase price for each completed week of delay and in the aggregate to a total of 5% of the agreed net purchase price. SIG's liability for such delay in delivery shall be limited to the liquidated damages as stated herein and the payment thereof shall constitute the Customer's sole and exclusive remedy for delay. The Customer shall forfeit his right to liquidated damages if he has not lodged a claim in writing for such damages within six (6) months after the time when delivery should have taken place.

3.2.6 SIG and its Affiliated Companies shall not be liable for any direct or indirect damages, liabilities, losses, claims, expenses, fines, charges, and costs (including attorneys' fees) incurred by Customer if SIG fails to deliver the Products on the Delivery Date.

"**Affiliated Company**" means a person, company or entity directly or indirectly controlling, controlled by, or under common control with a Party; "control", "controlling" or "controlled" means power and ability to direct the management and policies of the controlled company through ownership of or control of more than fifty percent (50%) of the voting shares of the controlled company.

3.3 Transfer of Risk

Unless otherwise agreed between the Parties in writing, the risk of damage or loss of the Products shall pass to Customer at delivery of the Products in accordance with Clause 3.2.1.

3.4 Retention of Title

3.4.1 SIG shall retain title of the Products until the agreed purchase price has been paid in full. Products delivered under retention of title can only be used and assigned by the Customer in its ordinary course of business and can only be resold under an extended retention of title.

3.4.2 In case of bankruptcy, request for judicial liquidation or bankruptcy proceedings over the Customer's assets, SIG reserves the right to take appropriate measures to secure the extended retention of title. The same applies in the case of delayed payment by the Customer if, after having formally requested payment in writing, the Customer does not pay its outstanding invoices in a timely manner. The Customer assigns SIG whatever encumbrance or guarantee over those Products.

3.4.3 The Customer shall grant, on request and upon first demand from SIG, where appropriate, by means of a public deed, an assignment of guarantee or pledge without displacement over the consumer goods resulting from filling the Customer products into the Products supplied by SIG, which is valid from the time of filling until the full payment of all credits receivable from the commercial relationship.

3.4.4 All credits receivable by the Customer derived from the resale of the

consumer goods resulting from filling of the Products will be assigned to SIG as a guarantee, from the formation of the contract until full payment of all outstanding credits payable from the commercial relationship. The Customer agrees to formalize the assignment in a public deed, on request and upon first demand from SIG.

- 3.4.5 In the event that the Customer fails to pay on time, the SIG will be entitled, in its sole discretion and regardless of where they are located, to recover the Products that are subject to retention of title at the expense of the Customer. The Customer is obliged to cooperate fully with this.

3.5 Inspection

- 3.5.1 Customer shall immediately after delivery of the Products inspect the Products with respect to defects and deviations from the identity, quantity or other terms specified in the Contract ("**Non-Conformity**") and notify SIG in writing within 14 days after delivery of the Products of any Non-Conformity that Customer has discovered or could have discovered by such inspection. If Customer fails to notify SIG of any Non-Conformity in writing within that period, Customer shall be deemed to have accepted the Products.
- 3.5.2 If Customer did not discover and could not have discovered any Non-Conformity immediately after delivery, Customer shall notify SIG in writing within 30 days of discovery of such Non-Conformity, but in any case, within the Warranty Period.
- 3.5.3 If SIG accepts such Non-Conformity, SIG shall, at its discretion, (i) take remedial action to ensure conformity of the Products with the terms of the Contract, or (ii) credit or refund the purchase price for all Products affected by such Non-Conformity.

4 Prices and Payment Terms

- 4.1 Unless otherwise agreed in writing by SIG, all prices are in accordance with the Incoterm applicable as per Clause 3.2.1 and shall be understood as net, excluding VAT, any other taxes, import duties, tariffs, other government levies or cost for the return of packaging, all of which are payable by Customer.
- 4.2 Prices, currency, and payment terms for the Products are as set forth in SIG's quotation. All quotations of SIG are valid for 30 days from the date of the quotation unless otherwise agreed in writing by SIG.
- 4.3 If no quotation was made by SIG or the quotation has expired, SIG's list prices in effect at the date of SIG's receipt of the Order are valid.
- 4.4 SIG shall issue the invoice for the Products delivered to Customer on the Delivery Date (or shortly thereafter). If Customer disputes all or any portion of the invoice, it shall deliver written notice to SIG of the disputed amount and duly substantiate the reason for it within 7 days of receipt of the invoice. If Customer fails to timely notify SIG of any objection to the invoice, it is deemed to have been accepted by Customer without reservation subject to Clause 3.5.2.
- 4.5 Unless otherwise specified, payment of the full purchase price is due within 30 days of the invoice date. SIG may claim interest on any overdue amount at the maximum interest rate permitted under the Applicable Laws as well as compensation for its expenses including, but not limited to, legal fees and costs of collection from Customer.
- 4.6 No disputes between Customer and SIG or its Affiliated Companies gives Customer the right to suspend payment for the Products or to set off any amount against any unpaid invoices of SIG or its Affiliated Companies. If Customer defaults on the payment of the purchase price of any Products, SIG may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately.
- 4.7 If, in SIG's opinion, Customer's creditworthiness has deteriorated before the Delivery Date, SIG may require that Customer shall fully or partially pay the purchase price of the Products prior to delivery, or provide security for payment of the Products in a form acceptable to SIG. If the Customer refuses to provide additional security, SIG is entitled to suspend performance of the Contract, subject to all its other (legal or contractual) rights, such as termination of the Contract.
- 4.8 Insofar as the Parties have agreed in writing that payment is insured with a bank guarantee, the Customer must provide a bank guarantee on first request at least 30 days before the agreed delivery date, or the Customer must provide a stand-by documentary credit, which in both cases must be issued by a reputable bank.

5 Confidentiality

5.1 "Confidential Information" means:

- a) the terms and conditions of the Contract and in respect of each Party, all information and data of whatever nature whether disclosed orally, in writing or by any other means which relates to a Party's or any Affiliated Company's trade secrets, know-how, research, developments, technical and business information relating to products, services, methods and processes, suppliers, existing or potential customers and personnel whether or not designated as confidential information but which by its nature is confidential,
- b) notes, reviews, analysis, reports, and any other information derived from any of the information described in sub-clause a) above, and
- c) any other information which by its nature is confidential.

- 5.2 The Party and/or its Affiliated Companies receiving Confidential Information ("**Recipient**") from the other Party and/or its Affiliated Companies ("**Provider**") shall keep such Confidential Information confidential and protected such Confidential Information against theft, damage, loss, or unauthorized access, and use it only for the performance of the Contract.

- 5.3 Each Party may disclose the Confidential Information to its Affiliated Companies and its Personnel on a strict "need-to-know" basis for the performance of the Contract (i) if they are made aware of the obligation of confidentiality under the Contract, and (ii) are bound to keep any Confidential Information disclosed to them confidential by confidentiality obligations similar in scope to those set forth in this Clause 5.

"**Personnel**" means the employees, staff members, representatives, workers, and sub-contractors (or any of their employees, staff members, representatives, workers, and sub-contractors) of a Party.

- 5.4 The obligations of confidentiality shall not apply to any information, which:

- a) is or becomes generally and lawfully available to the public,
- b) was obtained by the Recipient from a third party entitled to disclose the information,
- c) was lawfully in the written records of the Recipient prior to the date of receipt from the Provider,
- d) the Recipient independently developed without reliance upon Confidential Information of the Provider, or
- e) is required to be disclosed under Applicable Laws, or by order of a court, governmental body, or authority of competent jurisdiction.

- 5.5 Each Party shall immediately upon becoming aware of any unauthorized disclosure, theft, damage, unauthorized access, or misuse of the Confidential Information of the other Party give notice to the other Party.

- 5.6 Upon request of the Provider or on termination of the Contract, the Recipient shall return, destroy (as directed) and/or erase from its computer systems all Confidential Information of the Provider then in its possession or control, and on request, certify in writing to the Provider that it has complied with the requirements of this Clause 5.6. Confidential Information may be retained as electronic data in Recipient's or its Affiliated Companies' computer or information systems, the removal of which would cause undue hardship for the Recipient or its Affiliated Companies. Unless required under Applicable Laws, no Party or its Affiliated Companies shall issue any media or press release or other public announcement in connection with the Contract without the prior written consent of the other Party.

- 5.7 The obligations of the Parties under this Clause 5 shall survive the termination of the Contract and shall continue in full force and effect for as long as the Recipient cannot prove that the Confidential Information has become publicly known by no breach of the obligations under this Clause 5.

6 Intellectual Property Rights

- 6.1 "**Intellectual Property Rights**" means any rights, titles and interests in patents, trademarks, product designations, logos, service marks, trade and business names, domain names, rights in design, utility models, copyrights, database rights, know-how (including Confidential Information) and any other similar rights whether presently existing, registered or already applied for but currently in the process of being registered (including the right to apply for one of these intellectual property rights) and any analogous rights to any of the aforementioned intellectual property rights under any jurisdiction.

"Background Intellectual Property Rights" means the Intellectual Property Rights, which the relevant Party or its Affiliated Companies owns when the Contract is concluded or develops or acquires outside of the scope of the Contract.

- 6.2 Each Party retains the sole ownership of its Background Intellectual Property Rights relating to the Products, documents, and materials delivered under this Contract (collectively, the **"Deliverables"**). No Party grants the other Party a license for the Background Intellectual Property Rights.
- 6.3 Customer shall inform SIG of any improvements, modifications, or other inventions, whether or not qualifying for patent protection (the **"New Intellectual Property Rights"**), that the Customer or its employees intend to develop with respect to the packaging equipment or components thereof, the handling of the products to be packaged, the Products or the filling process.
- 6.4 Customer shall, if SIG so desires, transfer and assign to SIG all rights, title, and interest in the New Intellectual Property Rights, to execute all necessary instruments and take all action which SIG deems necessary to secure the New Intellectual Property Rights for SIG, provided that SIG shall grant the Customer a non-exclusive, non-transferable license to the New Intellectual Property Rights.
- 6.5 Each Party shall immediately notify the other Party if it becomes aware that the Deliverables infringe or are likely to infringe the intellectual property rights of a third party. If the Deliverables, or any part thereof are held to infringe the intellectual property rights of a third party, Customer's exclusive remedies, at SIG's discretion, are limited to:
- procure for Customer the right to continue using said Deliverables,
 - replace it with substantially equivalent non-infringing Deliverables,
 - modify the Deliverables so they are non-infringing, or
 - take back the Products and credit or refund the purchase price and the transportation costs thereof.
- 7 Compliance**
- 7.1 Compliance with Laws**
- 7.1.1 Each Party shall comply with all Applicable Laws, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment, or use of the Products.
- 7.1.2 Customer warrants that at the date of the Contract and throughout its duration no Affiliated Company of the Customer, director, senior executive or officer, or to the best knowledge of the Customer, any person on whose behalf the Customer is acting in connection with the Products, is an individual or entity that is 50% or more owned or controlled by an individual or entity that is the subject of any economic or financial sanctions or trade embargoes (collectively, **"Sanctioned Person"**) administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Departments of State or Commerce, the United Nations, the European Union, Switzerland, or any other applicable sanctions authority (collectively, **"Sanctions Authorities"**), or based, organized or resident in a country or territory that is subject to comprehensive sanctions by Sanctions Authorities (**"Sanctioned Country"**).
- 7.1.3 Customer shall not sell, supply, assign, transfer, or export, directly or indirectly by its agents, Personnel, or Affiliated Companies, Products supplied by SIG to any Sanctioned Country or to any Sanctioned Person.
- 7.1.4 In particular, the Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied under or in connection with the Contract that fall under the scope of Article 12(g) of Council Regulation (EU) No 833/2014 or Article 8(g) of Council Regulation (EU) No 765/2006.
- 7.1.5 The Customer shall undertake its best efforts to ensure that the purpose of Clause 7.1.4 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 7.1.6 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause 7.1.4.
- 7.1.7 Any violation of Clauses 7.1.4, 7.1.5 or 7.1.6 shall constitute a material breach of an essential element of these GTC, and SIG shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract; and (ii) a penalty of 100% of the

total value of the Contract or of the price of the Products exported, whichever is higher.

- 7.1.8 The Customer shall immediately inform SIG about any problems in applying Clauses 7.1.4, 7.1.5 or 7.1.6 above, including any relevant activities by third parties that could frustrate the purpose of Subclause.
- 7.1.9 The Customer shall make available to SIG information concerning compliance with the obligations under Clauses 7.1.4, 7.1.5 or 7.1.6 within two (2) weeks of the simple request of such information.
- 7.1.10 SIG complies with Sanction Laws and export restrictions. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Customer, to Customer's country or the country where the Products are to be supplied or used, which arise from trade regulations and Sanction Laws applicable to SIG, and which substantially impede SIG from meeting its obligations under the Contract, shall release SIG from the (further) execution of its obligations under the Contract without any liability towards the Customer or any third-party.
- 7.2 Code of Conduct**
- 7.2.1 Customer acknowledges that SIG is committed to the highest standards of ethical and compliant behavior as set forth in SIG's Code of Conduct available for consultation on SIG's website.
- 7.2.2 Customer shall perform its obligations under the Contract with substantially similar standards of ethical and compliant behavior as those found in SIG's Code of Conduct.
- 7.3 Disclosure Obligation**
- 7.3.1 Prior to Customer's use of the Products, Customer shall disclose to SIG which Customer products will be filled using the Products.

8 Cybersecurity and Data Protection

- 8.1 Each Party shall comply with all data protection and privacy laws under the Applicable Laws, including but not limited to the General Data Protection Regulation (GDPR, as well as any other relevant laws under the Applicable Laws. If the performance of this Contract involves the processing of Personal Data (**"Personal Data"** has the meaning given to it under the Applicable Laws relating to data protection), the Parties shall execute a data processing agreement (**"DPA"**) that complies with Applicable Laws. The DPA shall define the roles and responsibilities of the Parties, the scope and purpose of processing, and the technical and organizational measures to ensure data security and compliance.
- 8.2 Each Party warrants that its collection, access, use, storage, disposal, and disclosure of Personal Data and Confidential Information relating to the other Party, which is used or generated in the performance of this Contract, complies with all Applicable Laws and the Contract.
- 8.3 Each Party shall:
- secure the other Party's and its own data necessary for the performance of the Contract against unauthorized access, modification, destruction, and other misuse,
 - use state-of-the-art technical and organizational measures to ensure data security (e.g., ISO/IEC 27001),
 - as soon as practical, but no later than 24 hours after any Party or its Affiliated Companies become aware of a Security Breach, report to the other Party such Security Breach occurred or suspected and vulnerabilities discovered in its operations, services, and products, if and to the extent the other Party or its Affiliated Companies is likely to be affected by such Security Breach,
 - fully cooperate with the other Party in its handling of any Security Breach, including without limitation assisting in any investigation, and making available all relevant records and data, if and to the extent the other Party or its Affiliated Companies is likely to be affected by such Security Breach, and
 - use its best efforts to immediately remedy the Security Breach, if and to the extent the other Party or its Affiliated Companies is likely to be affected by such Security Breach, and prevent any further Security Breach.

"Security Breach" means cybersecurity incident, occurrence of a computer malware and spyware, denial of service attacks, denial of service attack extortion, or all known and unknown versions of hacking and cyber extortion.

- 8.4 Each Party shall, subject to mandatory Applicable Laws, not inform any third party of any Security Breach relating to the Contract and to the extent the other Party or its Affiliated Companies is likely to be affected by such Security Breach, without the prior written

consent of the other Party.

9 Warranties

9.1 Scope of SIG's Warranties

- 9.1.1 SIG warrants for a period of 12 months from the Delivery Date ("**Warranty Period**") that:
- each Product is free from material defects in material and workmanship,
 - each Product materially conforms to the Specifications, and
 - at the Delivery Date, SIG has title to each Product free and clear of liens and encumbrances

((a) through c) collectively the "**Warranties**").

- 9.1.2 Except for the Warranties, SIG and its Affiliated Companies grant no other warranty, expressed or implied. In particular, SIG and its Affiliated Companies grant no warranty of merchantability, fitness for a particular purpose or non-infringement and do not guarantee results from use of the Products.

- 9.1.3 Customer shall provide written notice to SIG of any claims for breach of the Warranties ("**Breach**"), clearly describing such Breach, within 10 Business Days of the time when Customer discovers or should have discovered the Breach.

"**Business Day**" means a day, other than a Saturday, Sunday, or public holiday, in the country of SIG's principal place of business.

9.2 Exclusions from SIG's Warranties

The Warranties do not apply to:

- Products that have defects or failures resulting from Customer's design of Products including, but not limited to, design functionality failures, inadequacies of the Specifications, failures relating to the functioning of the Products for the intended purpose or in the specific Customer's environment,
- defective Customer-provided test equipment or test software,
- alterations, modifications, or repairs having been made to the Products other than by SIG or its Affiliated Companies and each of their Personnel,
- normal wear and tear of the Products,
- any Products not handled, used, stored, installed, operated, or maintained by Customer in compliance with any instructions attached to, or incorporated into this Contract, or generally accepted industry standards,
- Products that are used by Customer for Customer products that have not been pre-approved in writing by SIG,
- any Products that are described as experimental, developmental, prototype, or pilot,
- Customer's failure to include appropriate packaging support (dunnage), or protect the Products from misuse, damage or neglect,
- any Products having been subjected to accident, disaster (including Force Majeure), neglect, or misuse,
- Breaches where Customer has not provided written notice within the Warranty Period,
- any Products of which Customer has not discontinued their use after it has, or should have had, knowledge of any defects of the Products, and
- any other circumstances affecting the Products and being attributable to Customer.

9.3 Remedies

- 9.3.1 Customer's exclusive remedies for Breaches, not being subject to the exclusions listed under Clause 9.2, are at SIG's sole discretion and limited to:
- repair or replacement of these Products, or its non-conforming parts, within a reasonable time, or
 - credit or refund (in full or partially) of the purchase price of these Products.
- 9.3.2 The Warranty on repaired or replaced Products is limited to the remainder of the original Warranty Period.

10 Product Recalls and Withdrawals

- 10.1 Each Party shall immediately notify the other Party if it:
- becomes aware that there is or may be a systematic defect in the Products,
 - becomes aware of any error or omission in SIG's instructions for the use, storage and/or handling of the Products,

- becomes aware of any circumstances in relation to the manufacture, storage or transportation of the Products that may give rise to a defect in the Products, or
- receives complaints relating to a possible systematic defect in the Products

(a) through d) together the "**Notifiable Events**").

- 10.2 If any Party intends to recall or withdraw the delivered Products or the products, into which the affected Products have been incorporated, as applicable, due to any Notifiable Event ("**Recall**"), such Party shall use its best efforts to inform the other Party as soon as reasonably possible.

- 10.3 In case of a Recall, each Party shall subject to mandatory Applicable Laws:
- provide the other Party with the cooperation and assistance as it reasonably requires in identifying the affected Products,
 - provide the other Party with regular updates and information with respect to the status of the Recall,
 - share any guidance and/or instructions provided by any applicable authority regarding the Recall, and
 - not make any statements relating to the Recall without consultation with the other Party.

11 Limitation of Liability

- 11.1 In no event shall SIG and its Affiliated Companies be liable to Customer, whether based in contract, tort, strict liability, indemnity, or otherwise for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for loss of use, loss of revenue, loss of savings, loss of profits, loss of business reputation, cost of capital, or for any other loss or cost of similar type, penalties, business interruption, or loss of data arising out of or connected in any way with the performance of the Contract, whether foreseeable or not and even if SIG has been advised of the possibility of such damages.

- 11.2 SIG and its Affiliated Companies' maximum joint liability shall not exceed the actual purchase price received by SIG from Customer for the Products that gave rise to the claim. No claim or action arising out of this Contract may be brought by Customer more than 12 months after the Delivery Date.

- 11.3 The limitations of liability set forth in this Clause 11 apply to the maximum extent permitted by Applicable Laws.

12 Indemnity

Customer shall defend, indemnify, and hold harmless SIG and its Affiliated Companies and each of their Personnel from and against all claims, expenses, liabilities, losses, damages, costs (including reasonable attorneys' fees) arising out of or in connection with:

- a breach of Clauses 7 and 7.2.2,
- personal injury or death, property damage or loss arising from or relating to Customer's use, operation, possession, or disposition of the Products,
- the manufacture or sale of Products hereunder to Customer's Specifications, or by Customer's combination of the Products with any other products,
- insufficient sterility of the Products, and
- the willful misconduct or gross negligence of Customer.

13 Force Majeure

- 13.1 "**Force Majeure Event**" means any event or circumstance, which is beyond the reasonable control of the Party or its Affiliated Companies affected thereby (regardless of whether the cause was foreseeable), which prevents or impedes such Party from performing one or more of its obligations under the Contract, including but not limited to:

- acts of God, including but not limited to earthquakes, fires, explosions, floods, lightnings,
- war, invasion, hostilities (whether war is declared or not), terrorist threats or acts of terrorism and sabotage, revolution, riots, or other civil unrest,
- material change in Applicable Laws,
- currency restrictions, trade restrictions, sanctions, embargoes, blockades, disruptions in the supply chain of Products,
- national or regional emergency,
- restrictions due to pandemics and epidemics enacted and implemented by national authorities and/or state agencies,
- strikes, labor stoppages, slowdowns, other industrial disturbances,
- cyberattacks, telecommunication breakdowns, power outages or shortages, or
- defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

13.2 SIG and its Affiliated Companies shall not be in breach of Contract or be liable for any failure or delay in performing any obligations under the Contract resulting from a Force Majeure Event.

13.3 SIG shall notify Customer in writing within a reasonable time of the Force Majeure Event and shall take all reasonable steps to mitigate its effects.

13.4 If the Force Majeure Event continues for longer than 90 days from the notification of SIG to Customer, each Party may terminate the Contract upon 30 days' written notice to the other Party.

14 Suspension and Termination

14.1 Each Party may immediately terminate the Contract, without liability to the other Party, by giving notice in writing to the other Party if the other Party:

- a) commits a material or persistent breach of the Contract and, if that breach is remediable, fails to remedy it within 30 days of receipt of written notice of the breach, specifying the breach and requiring remedy, or
- b) initiates out-of-court restructuring measures, composition proceedings, or insolvency proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent.

14.2 SIG may immediately suspend or terminate the Contract, without liability to Customer, by giving notice in writing to Customer if:

- a) Customer fails to pay any amount when due under the Contract,
- b) Customer is acquired by a competitor of SIG or its Affiliated Companies,
- c) the financial or operational position of Customer or its Affiliated Companies deteriorates to such an extent that in the reasonable opinion of SIG, the capability of Customer to fulfill its obligations under the Contract is materially impaired, or
- d) SIG's continuation of the Contract places SIG or its Affiliated Companies in breach of Applicable Laws.

14.3 All claims that SIG may have or will have against the Customer in the situations described in Clause 14.2 are immediately and fully due and payable.

14.4 Clauses 5 to 13, and any other provision, which by its nature would reasonably be construed as surviving, shall survive the termination of the Contract until the expiration of the applicable statute of limitation unless otherwise provided in the Contract.

15 Miscellaneous

15.1 Notices and Communication

15.1.1 All notices and other communication required or permitted to be given or made pursuant to the Contract shall be in writing in the English language (unless otherwise agreed by the Parties) and shall be sent by (i) email, or (ii) overnight courier service of recognized international standing.

15.1.2 Any notice or communication shall be deemed to have been duly received (i) on the date indicated in the email, or (ii) on the date of the first delivery attempt of the overnight courier service (respectively on the next Business Day if on a date which is not a Business Day).

15.2 Severability

If any provision in whole or part of the Contract is held to be invalid or unenforceable by any competent court or authority, the remaining provisions (or portions thereof) remain in full force and effect.

15.3 Assignment

No Party shall assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of the other Party. However, SIG may assign any rights under the Contract to its Affiliated Companies or to third parties for factoring services without the prior written consent of Customer.

15.4 Waiver of Law

Any waiver of right by a Party can only be effected by written notice to that effect. An omission or delay in the exercise of rights under the Contract and / or these GTC by a Party cannot be considered a waiver of that right. The rights of each Party under the Contract and / or these GTC are cumulative and without prejudice to all other rights and resources available to them by law.

15.5 Relationship of the Parties

Customer and SIG are independent contractors and agree that nothing in the Contract establishes a joint venture, agency

relationship, or partnership.

15.6 No Third-Party Rights

No provision in these GTC or the Contract creates a third-party clause or right.

16 Governing Law and Dispute Resolution

16.1 The Contract (including these GTC) shall be governed and construed in accordance with the laws of the country (and state or province, if applicable) of SIG's domicile. The rules on conflict of laws (private international law) and the United Nations Convention on the International Sale of Goods of 11th April 1980 (CISG) shall not apply.

16.2 Unless otherwise specified in Clause 16.3, the Parties submit any dispute arising from, in connection with, or related to the Contract (including these GTC) or its enforceability to the exclusive jurisdiction of the courts having jurisdiction over SIG's domicile. However, SIG may, at its own discretion, also bring legal action against Customer at the latter's domicile.

16.3 In deviation from Clause 16.2, if SIG's domicile is in one of the following countries, the following courts shall have exclusive jurisdiction:

- a) Germany, the courts of Dusseldorf,
- b) Austria, the courts of Saalfelden,
- c) the Netherlands, the courts of Breda,
- d) Spain, the courts of Barcelona,
- e) Switzerland, the courts of Zurich (Zurich 1).

16.4 Each Party consents to the exercise by any such court of personal jurisdiction over them and each Party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine, as applicable. Furthermore, each Party hereby waives to the fullest extent permitted by Applicable Law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Contract.