

General Terms and Conditions of Sale and Delivery of the

DUO PLAST AG (TERMS AND CONDITIONS)

(valid from October 1st, 2019)

Area of application

The following conditions only apply to merchants, legal entities under public law or a special fund under public law.

I. General Application

1. These General Terms and Conditions apply to the offer, sale and delivery of all goods and/or services by and on behalf of

DUO PLAST (seller) to buyer and to all similar transactions between seller and buyer.

2. Orders become binding only by the order confirmation of the seller. Changes and additions shall be announced in text form. All offers are subject to confirmation unless they are designated as binding offers. Subsequent order changes, quantity changes and deletions by the buyer can only be accepted as long as no costs have been incurred by the seller or the buyer declares to bear the costs arising from his change.

3. These conditions supersede all prior oral and written offers, notices, contracts or agreements made by the parties with respect to sale and delivery. They are the crucial factor and replace all terms and conditions relating to any purchase order placed by the buyer and any other terms and conditions submitted by the buyer. If the seller does not reject any possible terms and conditions submitted by the buyer, this implies in no case acceptance of the buyer's terms and conditions. Neither the commencement of the seller's service nor the delivery by the seller constitute acceptance of any of the buyer's terms and conditions. If these conditions deviate from any possible conditions of the buyer, these conditions and any further notices or actions by or on behalf of the seller constitute a counter-offer and not an acceptance of such conditions submitted by the buyer. Any notice or action of the buyer confirming an agreement regarding the delivery of the goods by the seller and the acceptance of the seller's delivery by the buyer constitute the buyer's unconditional acceptance of these conditions.

4. These terms and conditions may be waived or deviated from only on the basis of a legally signed written agreement between the seller and the buyer.

5. By entering into a contractual agreement on the basis of these terms and conditions, the buyer agrees to their applicability in relation to future business according to point 1. General/Application, even if this is not expressly stated. The seller is permitted to update and/or amend these terms and conditions periodically and by notice and from the date of notice of such update or amendment to the buyer or by sending the updated or amended terms and conditions to the buyer, these amended terms and conditions apply to all transactions between the seller and the buyer.

6. The seller and the buyer agree that (legally) valid and binding obligations can arise from electronic means of communication. All electronic communication between the seller and the buyer is considered as "letter" and/or "written".

7. Should individual terms and conditions be or become invalid, this will not affect the remaining terms and conditions.

II. Prices

1. In case of doubt, the ex-factory prices apply exclusively for freight, customs, import duties and packaging plus VAT at the statutory rate.

2. If the relevant cost factors change substantially after placement of the offer or after order confirmation until delivery, seller and buyer will agree on an adjustment of prices and cost shares for preliminary work such as printing plates etc..

3. If it is agreed that the price will depend on the weight of the parts, the final price will be determined by the weight of the approved type samples.

4. The seller is not bound to previous prices for new orders (= follow-up orders).

III. Delivery and Purchase obligation

1. Delivery periods commence after receipt of all documents required for the execution of the order, the down payment and the timely provision of materials, insofar as these have been agreed. The delivery period is deemed to have been adhered to upon notification of readiness for dispatch if dispatch is delayed or impossible through no fault of the seller.

2. If an agreed delivery period is not adhered to due to the seller's own fault, the buyer is entitled to claim compensation for delay or to withdraw from the contract after expiry of an appropriate grace period, to the exclusion of further claims, unless the seller has acted with gross negligence or intent. The compensation for delay is limited to a maximum of 5% of that part of the delivery which has not been effected in accordance with the contract. Withdrawal from the contract is excluded if the buyer himself is in default of acceptance. The buyer reserves the right to prove higher damages.

3. Appropriate partial deliveries as well as reasonable deviations from the order quantities are permissible. The seller is permitted to make excess or short deliveries of up to 10% for orders over 1,000 kg and up to 25% for orders up to 1,000 kg.

4. In the case of call orders without agreement on duration, batch sizes and acceptance dates, the seller may demand a binding agreement to this effect no later than three months after order confirmation. If the buyer does not comply with this request within three weeks, the seller is permitted to set a two-week grace period and to withdraw from the contract and/or claim damages after the expiry of this grace period.

5. If the buyer does not fulfil his purchase obligations, the seller, without prejudice to other rights, is not bound by the regulations on self-help sales, but can instead sell the object of sale without prior notice by the buyer.

6. Events of force majeure entitle the seller to postpone the delivery by the duration of the hindrance and a reasonable start-up time, or to withdraw from the contract in whole or in part because of the unfulfilled part. Force majeure includes strikes, lockouts or unforeseeable, unavoidable circumstances, such as operational disruptions that make the timely delivery impossible despite reasonable efforts; proof of this is to be provided by the seller. This also applies if the aforementioned hindrances occur during a delay or with a subcontractor. The buyer may request the seller to declare within two weeks whether he wishes to withdraw from the contract or to deliver within a reasonable grace period. If he does not declare his intention, the buyer may withdraw from the unfulfilled part of the contract. The seller will inform the buyer immediately if such a case of force majeure has occurred. He has to keep the buyer's impairments as low as possible, if necessary, by handing over the printing plates for the duration of the hindrance.

7. The generally customary tolerances in accordance with the latest version of the respective statutory health insurance testing and evaluation clause apply to all our deliveries. No liability can be taken for the adhesion and light resistance of the colours as well as small colour deviations. Register differences of up to 3 mm exclude the possibility of a complaint. A count difference of up to 3% and a scrap rate of 2% are permissible for bagged and sacked goods. Ordered special colours cannot be claimed. We only guarantee the food suitability of our foil if we have agreed to it for a specific order and confirmed it in writing.

IV. Packaging, Shipping, Transfer of Risk and Default of Acceptance

1. Unless otherwise agreed, the seller chooses packaging, mode of dispatch and route.

2. The risk passes to the buyer upon leaving the supplier's factory, even in the case of freight-free delivery. In case of delays in dispatch for which the buyer is responsible, the risk passes to the buyer upon notification of readiness for dispatch.

3. At the buyer's written request, the goods will be insured at his expense against risks to be specified by him.

4. Non-returnable packaging is included in the price. Special packaging and exchange equipment such as boxes, crates, pallets will be exchanged or invoiced to the buyer.

V. Retention of title

1. Deliveries remain the property of the seller until all claims to which the seller is entitled against the buyer have been satisfied, even if the purchase price for specially designated claims has been paid. In the case of a current account, the retained title of the deliveries (reserved goods) serves as security for the seller's balance of account. If, in relation to the payment of the purchase price, a bill of exchange liability of the seller is justified, the retention of title does not expire until the bill of exchange has been redeemed by the buyer as drawee.

2. Any treatment or processing by the buyer is carried out under exclusion of the acquisition of ownership according to § 950 of the German Civil Code (BGB) on behalf of the seller; the seller becomes co-owner of the thus created object in accordance with the ratio of the net invoice value of his goods to the net invoice value of the goods to be treated or processed, which serves as reserved goods to secure the claims of the seller according to paragraph 1.

3. In the event of processing (combination/mixing) with other goods not belonging to the seller through the buyer, the provisions of §§ 947, 948 of the German Civil Code (BGB) apply with the consequence that the co-ownership share of the seller in the new item is now deemed to be reserved goods within the meaning of these conditions.

4. The resale of the reserved goods is only permitted to the buyer in the ordinary course of business and on the condition that he also agrees a retention of title with his customers in accordance with paragraphs 1 to 3. The buyer is not entitled to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security.

5. In the event of resale, the buyer hereby assigns to the seller all claims arising from the resale and other justified claims against his customers with all ancillary rights until all claims of the seller have been satisfied. At the seller's request, the buyer is obliged to immediately provide the seller with all information and documents required to assert the seller's rights against the buyer's customers.

6. If the reserved goods are resold by the buyer after processing in accordance with paragraph 2 and/or 3 together with other goods not belonging to the seller, the assignment of the purchase price claim in accordance with paragraph 5 only applies to the amount of the invoice value of the reserved goods of the seller.

7. If the value of the securities existing for the seller exceeds his total claims by more than 10%, the seller is obliged to release securities of the seller's choice at the buyer's request.

8. The seller must be notified immediately of any seizure or confiscation of the reserved goods by third parties. Any intervention costs arising from this are in any case to be borne by the buyer unless they are borne by third parties.
9. If, in accordance with the above provisions, the seller makes use of his retention of title by taking back reserved goods, he is entitled to sell or auction the goods by private contract. The return of reserved goods is effected on the basis of the proceeds obtained, but at most on the basis of the agreed delivery prices. Further claims for damages, in particular lost profit, remain reserved.

VI. Liability for material defects

1. The quality and design of the products are determined by the outturn samples, which are submitted by the seller to the buyer for inspection upon request. The indication of technical standards serves the performance description and is not to be interpreted as a guarantee of quality.
2. If the seller has provided advice to the buyer outside his contractual performance, he is liable for the functionality and suitability of the delivery item only with explicit prior assurance.
3. Complaints must be made immediately in writing. In the case of hidden defects, the complaint must be made immediately after discovery. In both cases, unless otherwise agreed, all warranty claims expire twelve months after transfer of risk. In the case of hidden defects, the complaint must be made immediately after discovery. In both cases, unless otherwise agreed, all warranty claims expire twelve months after transfer of risk. Insofar as the law according to § 438 paragraph 1 no. 2 of the German Civil Code, 479 paragraph 1 of the German Civil Code and § 634a paragraph 1 no. 2 of the German Civil Code requires longer periods, these shall apply.
4. In the event of a justified complaint - whereby the outturn samples approved in writing by the buyer determine the quality and execution to be expected - the seller is obliged to subsequent performance. If he does not comply with this obligation within a reasonable period of time or if a subsequent improvement fails despite repeated attempts, the buyer is entitled to reduce the purchase price or withdraw from the contract. Further claims, in particular claims for reimbursement of expenses or claims for damages due to defect or consequential damage, only exist within the framework of the provisions of section VII. Replaced parts are to be returned to the seller freight forward upon request. In particular, all claims of the buyer not expressly mentioned for damages (including consequential damages such as production stoppage, loss of profit and any other economic damage), reduction, withdrawal, cancellation of the contract, etc. are excluded insofar as legally permissible.
5. Unauthorized reworking and improper handling will result in the loss of all warranty claims. Only in order to prevent disproportionately large damage or in the event of delay in remedying the defect by the seller is the buyer entitled, after prior notification and notification to the seller, to rectify the defect and demand reimbursement of the reasonable costs.
6. Normal wear and tear shall not give rise to any warranty claims.
7. Recourse claims in accordance with §§ 478, 479 of the German Civil Code only exist if the use of the goods by the consumer was justified and only to the extent permitted by law, but not for goodwill settlements not agreed with the seller, and require adherence to the obligations of the party entitled to recourse, in particular adherence to the obligations to give notice of defects.

VII. General limitations of liability

In all cases in which the seller, in deviation from the above conditions, is obliged to pay damages or reimbursement of expenses on the basis of contractual or statutory claims, he is only liable to the extent that he, his executive employees or vicarious agents are guilty of intent, gross negligence or injury to life, limb or health. The no-fault liability according to the Product Liability Act remains unaffected. The liability for the culpable violation of essential contractual obligations shall also remain unaffected; however, the liability shall be limited to the foreseeable, contract-typical damage except in the cases of p. 1. A change in the burden of proof to the disadvantage of the buyer is not associated with the above provisions. The aforementioned liability regulation does not cover the legal basis for data protection claims.

VIII. Terms of payment

1. All payments are to be made in € (EURO) exclusively to the seller.
2. Unless otherwise agreed, the purchase price for deliveries or other services is payable with 2% discount within 14 days and without deduction within 30 days of the invoice date. In individual cases, a discount may only be granted if all previous invoices of the seller to the buyer have been settled properly, completely and punctually. No discount shall be granted for any payments by bill of exchange.
3. If the agreed payment date is exceeded, interest will be charged in the amount of the statutory interest rate of 9% above the respective base interest rate of the ECB, unless the seller can prove a higher damage. The buyer reserves the right to prove lower damages.
4. We reserve the right to refuse cheques or bills of exchange. Cheques and rediscountable bills of exchange will only be accepted on account of performance, all associated costs will be borne by the buyer.
5. The buyer may only offset or assert a right of retention if his claims are undisputed or have been legally established.

6. The sustained non-compliance with terms of payment or circumstances which give rise to serious doubts as to the creditworthiness of the buyer will result in the immediate maturity of all claims of the seller. In this case, the seller is also entitled to demand advance payments for outstanding deliveries and to withdraw from the contract after a reasonable period of time has expired without success.

IX. Printing plates (and pre-press documentation)

1. The price for printing plates also includes the costs for one-off sampling, but does not include the costs for testing and processing equipment or for changes initiated by the buyer. Costs for further sampling for which the seller is responsible are to be borne by the seller.
2. Unless otherwise agreed, the seller is and remains the owner of the printing plates produced for the buyer by the seller himself or by a third party commissioned by him. Printing plates will only be used for orders of the buyer as long as the buyer fulfils his payment and purchase obligations. The seller is only obliged to replace these printing plates free of charge if they are necessary to fulfil a guaranteed output quantity for the buyer. The seller's obligation to store the plates expires two years after the last delivery of parts from the printing plate and after prior notification of the buyer.
3. If it is agreed that the buyer shall become the owner of the printing plates, ownership shall pass to him after full payment of the purchase price for them. The delivery of the printing plates to the buyer is replaced by the storage in favour of the buyer. Irrespective of the buyer's statutory right to claim the return of the printing plates and of the service life of the printing plates, the seller is entitled to their exclusive possession until the end of the contract. The seller must mark the printing plates as third-party property and insure them at the buyer's request and expense.
4. In the case of buyer's own printing plates in accordance with section IX./no. 3 and/or printing plates loaned by the buyer, the seller's liability with regard to storage and care shall be limited to the same care as in his own affairs. Costs for maintenance and insurance are to be borne by the buyer. The seller's obligations cease if the buyer does not collect the printing plates within a reasonable period of time after completion of the order and corresponding request. As long as the buyer has not fulfilled his contractual obligations in full, the seller has a right of retention of the printing plates in any case.

X. Material provisions

1. If materials are delivered by the buyer, they are to be delivered at his expense and risk with an appropriate quantity surcharge of at least 5% in due time and in perfect condition.
2. If these conditions are not met, the delivery time is extended accordingly. Except in cases of force majeure, the buyer also bears the additional costs incurred for interruptions in production.

XI. Industrial property rights and Defects of title

1. If the seller has to deliver according to drawings, models, samples or using parts provided by the buyer, the buyer is responsible for ensuring that industrial property rights of third parties in the country of destination of the goods are not infringed thereby. The seller will inform the buyer of any rights known to him. The buyer must indemnify the seller from claims of third parties and pay compensation for the damage incurred. If the latter is prohibited from manufacturing or delivering by a third party with reference to a property right belonging to him, the seller shall be entitled - without examining the legal situation - to suspend the work until the legal situation has been clarified by the buyer and the third party. Should the delay make it unreasonable for the seller to continue the order, he is entitled to withdraw from the contract.
2. Drawings and samples provided to the seller which have not led to the order will be returned on request; otherwise he is entitled to destroy them three months after submission of the offer. This obligation applies to the buyer analogously. The party entitled to the destruction must inform the contractual partner of his intention to destroy beforehand in due time.
3. The seller is entitled to the copyrights and, if applicable, industrial property rights, in particular all rights of use and exploitation to the models, printing plates and devices, drafts and drawings designed by him or by third parties at his request.
4. Should other defects of title exist, section VI applies accordingly.

XII. Additional terms and conditions of the business unit DUO SYSTEMS

1. A requirement for proper order fulfilment is a seamless supply secured by the supply chain. If this is not the case during the production or acquisition phase, we may extend the delivery date specified in the order by the delivery postponement of our suppliers without being in default. In principle, no claim for compensation or reductions in performance can be made for any damage (e.g. downtimes) arising from this.
2. In the case of custom-made products or products specially manufactured for the buyer, the buyer is obliged to accept the goods.
3. We exclusively deliver and assemble the scope of delivery and services set out in our order confirmation; any further services will only be rendered against separate calculation. Unless otherwise agreed in writing, it is the responsibility of the buyer to provide us free of charge with electricity, compressed air, water, light, sufficient sanitary facilities and skilled personnel for the duration of the installation. The site of installation of the machine(s) must be cleared and swept clean by the buyer. Furthermore, the buyer must ensure that both the access road and the final installation site can be reached with a heavy goods vehicle.

4. If the buyer does not comply with these obligations and we are therefore unable to deliver and/or assemble the machine(s) or are only able to do so after a delay, we are entitled to postpone the agreed delivery date or assembly by a reasonable period of time without prejudice. This also applies if we are dependent on preparation and/or cooperation with third parties and they do not perform their part of the work, do so incompletely or not on time. Only subcontractors directly employed by us are excluded from this, insofar as we employ them to fulfil our delivery and assembly obligations.
5. The warranty is valid for 12 months from commissioning of the machine(s), but no later than 30 days after delivery. Excluded from all warranty claims are products and components which are damaged or destroyed by improper operation and/or lack of maintenance in accordance with the maintenance regulations, as well as all wearing parts. If maintenance is required within the warranty period, it must be carried out in a punctual and professional manner. The buyer is obliged to provide this proof in the event of a warranty claim. We exclude any warranty for products and services of third parties which are built into our products and machines at the buyer's request or which have an influence on the functionality of our products and machines.

XIII. Deviating from I to XI, the following terms and conditions apply to services provided by the DUO LAB Technology Centre

1. Area of application

The following terms and conditions apply to all orders placed with DUO LAB. Deviating, conflicting or supplementary terms and conditions of the client will not become part of the contract unless DUO LAB agrees to their validity in writing. Insofar as the following terms and conditions do not require any other regulations, the conditions of the law on contracts for work and services (§§ 631 ff. of the German Civil Code) apply to all inspection orders.

2. Written form requirement

All agreements made between DUO LAB and the client for the purpose of executing the contract must be made in writing. Amendments or supplements to the respective contract must be made in writing.

3. Contractual object

- 3.1 The object of the order are the works specified in DUO LAB's offer. If the client does not provide any concrete information about the scope of the applicable inspection regulations when placing the order, DUO LAB shall carry out the order at its equitable discretion and in accordance with the respective general state of scientific and technical knowledge and the generally known standards.
- 3.2 Should further additions (service modules) in the form of the above-mentioned inspection scope prove to be expedient within the context of the consultations, these can be added to the desired scope of services at any time. Necessary additions will be defined between the client and DUO LAB and recorded in writing.
- 3.3 In order to prevent a possible interruption of an ongoing test resulting from accidents, the inspection authority requires at least three test specimens of the type to be examined to carry out the service, unless otherwise specified.

4. Processing times

- 4.1 If the offer contains a processing time or deadlines, these are to be regarded as non-binding guide values and are to be regarded as binding only if DUO LAB has expressly agreed to their binding nature. If DUO LAB recognises that the binding processing time or the binding deadline cannot be met, the client will be informed of the reasons for the delay and an appropriate adjustment will be agreed.
- 4.2 The commencement of the execution of the order presupposes the clarification of all technical questions and compliance with the obligations of the client.
- 4.3 Delays in execution due to force majeure or due to unforeseen circumstances for which DUO LAB is not responsible, such as strikes, energy procurement difficulties, lack of means of transport, regulatory orders or late deliveries by suppliers do not lead to DUO LAB being in default. An agreed execution period shall be extended by the duration of the hindrance. If the hindrance lasts longer than three months, DUO LAB and the client are entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet performed. In this case, claims for damages are excluded.

5. Remuneration

- 5.1 The costs listed by DUO LAB in the respective offer are to be regarded as fixed prices. Deviating from this, the contracting parties may agree that payment is to be made on a time and material basis, if applicable with a cost ceiling. The exact invoicing shall be made after the service has been performed in accordance with § 614 of the German Civil Code. Value added tax shall be added to the remuneration in each case.
- 5.2 The cooperation of the client is required for the testing of the DUO LAB (e.g. provision of the products to be tested, determination of test parameters). Should it not be possible to process an order within six months of placing the order due to a lack of cooperation on the part of the client, the inspection authority reserves the right to withdraw from the contract. In this case, the inspecting authority will invoice a lump-sum compensation for loss of turnover amounting to 30 % of the order value. Any higher damage in excess of 30% of the order value may be invoiced against proof. In this case, the inspection authority is released from any obligation to pay compensation to the client. Projects which could not be processed or completed six months after conclusion of the contract by further agreements with the client remain unaffected by this.
- 5.3 Services which go beyond the commissioned service, e.g. repairs, disturbances from product inspection, will be charged separately according to work and material costs. If such costs are incurred, DUO LAB will inform the client immediately.
- 5.4 DUO LAB will inform the client immediately if it is foreseeable that the result cannot be achieved with the agreed remuneration. At the same time, DUO LAB will propose an adjustment of the remuneration to the client. If this is necessary for reasons which were neither foreseeable nor attributable to DUO LAB when the order was placed and if no other agreement is reached with the client, the proposed adjustment becomes binding.
- 5.5 In the event of subsequent changes requested by the client, DUO LAB reserves the right to adjust the price and to assert claims for measuring station failure or machine downtime due to the change in the order.

6. Payments

- 6.1 Unless otherwise agreed in writing, the invoice shall be paid without any deduction within 30 days of the invoice date, provided that the invoice has been received. Payments shall be made to the specified account of DUO PLAST AG quoting the invoice number.
- 6.2 DUO LAB is entitled to demand a reasonable down payment before execution of the order.
- 6.3 Invoices issued by DUO PLAST AG can only be objected to in writing within 28 days of receipt of the invoice. After expiry of this period, the invoice is considered accepted.
- 6.4 If the client is in default of payment, DUO PLAST AG is entitled to charge default interest at a rate of 9% p.a. above the respective base interest rate. We reserve the right to assert further claims for damages.
- 6.5 Offsetting against claims of DUO PLAST AG is only permissible if the counterclaim is undisputed or has been legally established.
- 6.6 The client may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

7. Return and reset of test objects

- 7.1 Upon completion of the project, the client is obliged to take back the loading units (test objects in general) that have been handed over to the contractor for the performance of the agreed test services in a timely manner, provided that no further tests are to be carried out with the designated test objects. After expiry of a period of four weeks and if there are no further agreements, DUO LAB will arrange for the return of the delivered test objects at the risk of the client and at invoice terms as well as invoice the client.
- 7.2 Should it no longer be possible to return the test objects due to excessive damage, DUO LAB will dispose of the load units (test objects in general) at the expense of the customer. The client will be informed of the current rates prior to disposal. After the disposal has been completed, the actual costs incurred will be charged to the client.

8. Rights of use / Rights of third parties

- 8.1 Unless expressly agreed otherwise in writing, DUO LAB will retain all industrial property rights to the delivered items, expert opinions, declarations of conformity and certificates, including any software supplied, insofar as the industrial property rights originate from the activities of DUO LAB.
- 8.2 The client may use expert opinions, test reports, calculations, illustrations, etc. produced by DUO LAB within the scope of the order exclusively for the purpose for which they were produced as agreed.
- 8.3 DUO LAB is only liable for the freedom of the delivered object, certificate and declarations of conformity etc. from industrial property rights of third parties which conflict with the agreed use or the use known to DUO LAB by the client.
- 8.4 The client is responsible for ensuring that no third party rights exist to the material provided to DUO LAB, e.g. property rights, lien rights, copyrights, patent rights and other rights of use, in particular industrial property rights, which conflict with the contractual use by DUO LAB. Should claims be asserted against DUO LAB on the basis of such rights, the client will indemnify DUO LAB directly against all rights of third parties and any legal costs upon first request.
- 8.5 Suggestions for changes of tested material are to be examined by the client himself to determine whether rights of third parties, in particular industrial property rights, are infringed. DUO LAB is not liable for such infringements unless DUO LAB is aware of the rights of third parties. The client indemnifies DUO LAB against any third party claims in this respect as well.

9. Liability and Limitation of liability

- 9.1 DUO LAB is responsible for the application of scientific diligence and adherence to the generally accepted rules of technology, but not for the actual achievement of the test objective.
- 9.2 In order to ensure that the DUO LAB tests are passed (if required for packaging development), it may be necessary in individual cases to further adapt the packing scheme applied. In this case, the inspection authority cannot guarantee that the simulations can be passed with a constant material consumption. Even in the case of inadequate primary, secondary or general tertiary packaging, passing the test cannot be guaranteed. Furthermore, the inspection authority cannot accept any liability (compensation) for damages caused by the inspection, which occur during the preparations, the inspection process itself or the post-processing, such as pressed cardboard edges, damages directly on the product in the absence of product packaging or similar. This also includes those effects which may arise within the framework of packaging development or comparative tests to agreed testing efforts.
- 9.3 Within the framework of the development (also with regard to the issue of a declaration of conformity or a certificate on a corresponding test report) of an existing packaging scheme for different loading unit variants, no optimisation can be carried out, at least without further agreement, in order to minimise residual risks which can cause problems in actual dispatch. In addition, DUO LAB's work on packaging development and optimisation can only be regarded as sufficiently precise. A guarantee for a successful packaging optimisation/development cannot be given for the reasons mentioned above, especially for certain load unit constructions/architectures, product categories, packaging materials and/or packaging qualities and other influences.
- 9.4 The liability of DUO LAB, its legal representatives and vicarious agents for breach of duty and tort is limited to intent and gross negligence. DUO LAB, its legal representatives and vicarious agents are liable in the event of breach of essential contractual obligations (cardinal obligations) even in the event of slight negligence. In any case, the liability is limited to the foreseeable, contract-typical damage.
- 9.5 DUO LAB is only liable in the event of a defect of title due to the infringement of the industrial property rights of third parties if these rights exist in the Federal Republic of Germany, the client uses the research and development result in accordance with the contract and to this extent is legitimately claimed by the third party and the client has immediately informed DUO LAB in writing of the claims asserted by the third party.
- 9.6 The aforementioned liability regulation does not cover the legal basis for data protection claims.

10. Deficiencies and Complaints

- 10.1 The client must immediately examine the order result delivered by DUO LAB and immediately point out any deficiencies. Claims for recognisable deficiencies only exist if they are notified to DUO LAB electronically or in writing within a period of 14 days from delivery. The procedure for complaint management to be followed is made available to the customer on request.
- 10.2 If the result achieved by DUO LAB proves to be defective, DUO LAB will first be given the opportunity to remedy the defect - depending on the nature of the result, the defect and the other circumstances also several times - by way of subsequent performance, at its option by repair or replacement.
- 10.3 If DUO LAB does not perform the service for which it is responsible, does not do so on the due date or does not perform as owed, the client may only claim damages instead of performance if he unsuccessfully sets DUO LAB a reasonable deadline for performance with the declaration.
- 10.4 If DUO LAB refuses subsequent performance, or if subsequent performance fails or is unreasonable for the client, the client may, at his discretion, either withdraw from the contract or demand a reduction in the remuneration owed (abatement) or claim indemnification. The right of withdrawal can only be exercised in the event of a substantial deficiency. It expires if the client does not declare the withdrawal at the latest 14 days after receipt of the notification of the rejection or failure of the subsequent performance or at the latest 14 days after the time at which the client becomes aware of the unreasonableness of the subsequent performance.

11. Limitation

- 11.1 Claims for damages of the client as well as claims for repayment of already paid compensation become time-barred within 18 months as far as the client is aware of these claims.

12. Retention of title

- 12.1 The client only receives ownership of the result of the order as well as the rights of use mentioned in section 7 after full payment of the agreed remuneration. DUO LAB's property and rights of use may neither be pledged nor assigned by way of security.
- 12.2 In the event that DUO LAB's ownership of the result of the order expires as a result of combining, mixing or processing, it is hereby agreed that ownership of the uniform object created in this case shall pass to DUO LAB in proportion to the value (invoice value) until the agreed remuneration has been paid in full.
- 12.3 In the event of the resale of the result of the order, the client assigns to DUO LAB all rights from the resale until full payment of the agreed remuneration with effect in rem.

13. Confidentiality

- 13.1 The contracting parties shall not make information of a technical or business nature which has been communicated to each other and declared confidential accessible to third parties within the duration and for a period of five years after completion of the order. This does not apply to information which was known or generally accessible to the other contractual partner or the public before the notification or which became known or generally accessible to the public after the notification without the cooperation or fault of the other contractual partner or which corresponds to information which was disclosed or made accessible to the other contractual partner by an authorised third party or which was independently developed by an employee of the other contractual partner who had no knowledge of the disclosed information.
- 13.2 Third parties within the meaning of this provision are not subcontractors of DUO LAB who are entrusted by DUO LAB with partial services within the scope of the order and who have been obliged to maintain confidentiality.

14. Publication / Advertising

- 14.1 After prior consultation with DUO LAB, the client is entitled to publish the result of the order, naming the author. For advertising purposes, the client may only use the name of DUO LAB with its explicit consent.

15. Notice of termination

- 15.1 Each contracting party is entitled to terminate the contract for important reasons.
- 15.2 After effective termination, DUO LAB will hand over the result achieved up to the end of the notice period to the client within four weeks. The client is obliged to reimburse DUO LAB for the costs incurred prior to termination. Personnel expenses are reimbursed on a time basis. In the event that the termination is due to the fault of one of the contracting parties, claims for damages remain unaffected.

XIV. Data Protection Clause

We take the protection of your data very seriously. Data protection is therefore a high priority at DUO PLAST AG. We ensure in particular that your personal data is only collected, stored and processed insofar as it is necessary for the contractual provision of services and permitted by statutory provisions or ordered by a legislative authority. We will treat personal data confidentially and in accordance with the regulations of the applicable data protection law and will not pass it on to third parties unless this is necessary for the fulfilment of contractual obligations and/or there is a statutory obligation to pass it on to third parties.

Insofar as DUO PLAST AG stores data, we have taken extensive technical and operational security precautions to protect personal data, e.g. against unauthorized access and misuse. We regularly review these security measures and adapt them to technological progress.

Further information on data protection and on the type, scope and purpose of the collection, processing and use of personal data on the website can be accessed at any time via the link www.duoplast.ag/datenschutz. The information pursuant to Article 13, 14 GDPR can be retrieved at any time under the link www.duoplast.ag/betroffeneninformationen.

XV. Place of performance, Jurisdiction and Miscellaneous

1. Place of performance is the place of the supplier, for services of DUO LAB the place of performance is Sünnna.

2. Place of jurisdiction is Gießen.

3. German law applies exclusively. The application of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (German Civil Code 1989 p. 586) for the Federal Republic of Germany (German Civil Code 1990 p. 1477) is excluded.

4. Should individual or several regulations be or become invalid in whole or in part, this will not affect the validity of the remaining regulations. The same applies in the event of a loophole.

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