

## General Terms and Conditions

**Christ Packing Systems GmbH & Co. KG**

**Version: [12/2025]**

### I. Scope of Application of the General Terms and Conditions

These General Terms and Conditions (GTC) apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law. They apply to all contracts for the delivery of goods, subsequent deliveries, installation, commissioning, repair, maintenance, and other services of Christ Packing Systems GmbH & Co. KG (hereinafter "Christ") and also to all future business transactions without the need for renewed inclusion. Deviating or supplementary general terms and conditions of the purchaser shall not become part of the contract, even if Christ does not expressly object to them. They shall only apply if Christ has expressly agreed to their validity in writing in individual cases. Each provision of these GTC shall be valid independently. The invalidity of individual provisions shall not affect the validity of the remaining provisions. Only the German version of these GTC shall be authoritative. Translations are provided for informational purposes only.

### II. Offers, Conclusion of Contract, Documents

Offers made by Christ are subject to change and non-binding. They constitute an invitation to the purchaser to submit a binding offer. A contract shall only be concluded upon written order confirmation by Christ. The purchaser shall be bound to its offer for three weeks from receipt. Descriptions, illustrations, drawings, dimensions, weights, and performance data are only approximate unless expressly designated as binding. Technical changes within customary and reasonable limits remain reserved. Technical specifications do not constitute an agreement on quality within the meaning of Sections 434, 633 BGB unless expressly confirmed in writing as such. The initial preparation of an offer is free of charge. Further offer or design changes shall be charged at up to 1.5% of the original offer

amount per change if no contract is concluded or if it is not performed. Christ retains ownership and copyright to all documents, drawings, software, designs, and illustrations. They may not be reproduced or made accessible to third parties without consent.

### III. Type of Contract

If only deliveries are owed, the contract shall be a purchase contract. If installation, commissioning, or other services are owed, it shall be a contract for work and services within the meaning of Sections 631 et seq. BGB. Partial deliveries and partial services are permissible insofar as they are reasonable for the purchaser.

### IV. Prices

All prices are net ex works plus statutory value-added tax as well as packaging, transport, insurance, installation, and other ancillary costs. If material or labor costs increase significantly between conclusion of the contract and delivery in transactions with entrepreneurs, Christ shall be entitled to adjust the prices accordingly, provided that more than eight weeks elapse between order and delivery. Repeat orders shall always be recalculated.

### V. Delivery and Performance Periods

Delivery and performance periods shall commence only once all technical issues have been clarified, all documents to be provided by the purchaser have been submitted, and agreed advance payments have been received in full. A delivery date shall be deemed met if the delivery item has left Christ's works or if readiness for dispatch or installation has been notified. Events of force majeure (e.g. strikes, pandemics, energy or raw material shortages, official measures) shall reasonably extend delivery and performance periods. If the impediment lasts longer than three months, both parties shall be entitled to withdraw from the contract. Services already rendered shall be remunerated.

## VI. Delivery on Call

In the case of delivery on call, the purchaser is obliged to call off the goods within the agreed period. If no call-off is made despite a request within 14 days, Christ shall be entitled to withdraw from the contract or to invoice the goods and make them available.

## VII. Transfer of Risk

The risk of accidental loss or deterioration shall pass to the purchaser upon handover to the forwarding agent or upon leaving Christ's works. If dispatch is delayed for reasons attributable to the purchaser, the risk shall pass upon notification of readiness for dispatch.

## VIII. Installation, Purchaser's Duties to Cooperate

The purchaser shall timely create all technical, organizational, and structural prerequisites for installation and commissioning, in particular media connections, foundations, access options, and suitable personnel. Delays due to lack of cooperation shall reasonably extend agreed deadlines. Additional expenses shall be charged separately.

## IX. Acceptance

The purchaser is obliged to accept the delivery item immediately after completion of installation or commissioning. Acceptance shall be deemed to have taken place if the purchaser does not refuse acceptance in writing within 14 days of request, stating material defects, or if the delivery item is put to productive use. Partial acceptances are permissible. The warranty period shall commence upon acceptance.

## X. Warranty

The warranty period shall be 12 months from acceptance. Christ shall, at its discretion, provide subsequent performance by remedying defects or delivering a replacement. Defects must be reported in writing without undue delay; obvious defects at the latest within 10 days. No warranty shall exist in

particular in cases of improper use, lack of maintenance, interventions by third parties, natural wear and tear, or non-compliance with the operating instructions. If subsequent performance fails, the purchaser shall be entitled to a reduction in price or withdrawal from the contract.

## XI. Liability

Christ shall only be liable for damages resulting from intent, gross negligence, or injury to life, body, or health. In the event of a breach of essential contractual obligations, liability shall be limited to the typical, foreseeable damage. Liability under the Product Liability Act shall remain unaffected.

## XII. Retention of Title

Christ retains title to all delivered items until full settlement of all claims. The purchaser hereby assigns to Christ by way of security any claims arising from resale. If the value of the securities exceeds the claims by more than 15%, Christ shall be obliged to release securities of its choice.

## XIII. Software

The purchaser shall receive a non-exclusive, non-transferable right to use the supplied software for its intended purpose. Source codes are not owed. Updates or adaptations require a separate agreement.

## XIV. Spare Parts

1. Christ is not obliged to keep spare parts available beyond the statutory warranty period unless a longer stocking period has been expressly agreed in writing.
2. If spare parts are offered or delivered, pricing shall be based on Christ's spare parts prices valid at the time of order.
3. There is no obligation to supply identical spare parts. Christ is entitled to supply technically equivalent or compatible spare parts, provided their use is reasonable for the purchaser.

**XV. Protection of Know-how / Reverse Engineering**

1. All documents, drawings, plans, software, configurations, and other technical information provided to the purchaser remain the exclusive intellectual property of Christ, even if handed over to the purchaser.
2. The purchaser is obliged to treat this information as confidential and not to make it accessible to third parties without Christ's prior written consent.
3. To the extent legally permissible, the purchaser shall neither dismantle, analyze, replicate, nor otherwise subject the delivery item to reverse-engineering analyses in order to determine design or functional principles.
4. The above obligations shall continue to apply after termination of the contractual relationship.

**XVI. Product Safety and Operator Obligations**

1. Christ delivers the machine/system in accordance with the contractually agreed specifications and the applicable safety regulations in force at the time of transfer of risk, insofar as these are applicable to the machine/system.
2. After transfer of risk, the purchaser, as the operator, shall be responsible for compliance with all statutory and regulatory requirements for operating the machine/system, in particular under the German Ordinance on Industrial Safety and Health (BetrSichV) and occupational safety law, including the performance and updating of the risk assessment.
3. The purchaser shall ensure that the machine/system is operated, maintained, and serviced only by appropriately trained and qualified personnel in accordance with the operating instructions.

4. Unauthorized modifications, conversions, or manipulations of safety devices on the machine/system without Christ's prior consent shall result in the exclusion of Christ's liability for resulting defects, damages, or safety risks.

**XVII. Export Control and Compliance**

Performance of the contract is subject to national and international export control and sanctions regulations.

**XVIII. Payment Terms**

Payments shall be due without deduction as follows:

40% upon order confirmation,  
50% upon readiness for dispatch/installation,  
10% after acceptance.

In the event of late payment, default interest shall apply in accordance with Section 288 (2) BGB.

**XIX. Place of Jurisdiction and Governing Law**

The place of jurisdiction shall be Memmingen. German law shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

**XX. Final Provisions**

Amendments and supplements must be made in text form (Section 126b BGB).

Christ Packing Systems GmbH & Co. KG  
Ottobeuren Dezember 2025