

**Terms and Conditions of Sale for Machinery/Systems
of
BHS CORRUGATED Maschinen- und Anlagenbau GmbH**
(Last updated: December 8, 2025)

1. Scope

1.1 These Terms and Conditions of Sale for Machinery/Systems (hereinafter the “Terms and Conditions of Sale/BHS CORRUGATED”) apply by reference as supplementary terms to offers and apply to subsequent order confirmations and to contracts with and, if applicable, services (Section 1.2 sentence 1 below) for customers regarding the sale of machinery and systems, which are concluded between BHS CORRUGATED Maschinen- und Anlagenbau GmbH, Paul-Engel-Str. 1, D-92729 Weiherhammer, Germany (hereinafter referred to as “BHS CORRUGATED”), and a customer (hereinafter referred to as the “Customer”).

Deviating, contrary and supplementary general terms and conditions of purchase of the Customer shall only become part of the contract if BHS CORRUGATED has expressly agreed that they shall apply, in writing, before or on conclusion of the contract. If the Customer, when placing the order, makes reference to their own general terms and conditions contrary to the statement that these Terms and Conditions of Sale/BHS CORRUGATED apply, and subsequently accepts services from BHS CORRUGATED without objection, although BHS CORRUGATED has again stated that the Terms and Conditions of Sale/BHS CORRUGATED apply, the Customer thereby implicitly declares that they consent to the Terms and Conditions of Sale/BHS CORRUGATED forming part of the contract, by accepting the delivery. This does not apply if the Customer promptly objects in writing to the Terms and Conditions of Sale/BHS CORRUGATED forming part of the contract after receiving the first delivery of an item under the contract. Performance by BHS CORRUGATED in knowledge of conflicting or deviating general terms and conditions of the Customer does not establish any consent by BHS CORRUGATED to those terms and conditions applying.

1.2 For future contracts between BHS CORRUGATED and the Customer regarding the delivery of machinery and systems, the Terms and Conditions of Sale/BHS CORRUGATED, once incorporated, in the version that is current at the time of conclusion of the contract shall apply without requiring a further explicit reference to them. BHS CORRUGATED may update the Terms and Conditions of Sale/BHS CORRUGATED with effect for the future. For future contracts that are concluded regarding machinery and systems, the version of the Terms and Conditions of Sale/BHS CORRUGATED that is valid at the time each contract is concluded and provided at <https://www.bhs-world.com/en/terms-and-conditions> at that time shall apply.

1.3 The terms in an order confirmation from BHS CORRUGATED or in a written offer from BHS CORRUGATED that has been accepted by the Customer or in a supplementary written agreement between the Customer and BHS CORRUGATED shall take precedence over these Terms and Conditions of Sale/BHS CORRUGATED. Otherwise, deviations and supplements must be in writing for each individual contract. This also applies to any cancellation of the requirement for written form itself that is intended in a specific case.

1.4 For other services and Remote Services from BHS CORRUGATED and for the order/delivery of wear and spare parts from BHS CORRUGATED, the Service and Spare Parts Terms and Conditions/BHS CORRUGATED as well as the Terms and Conditions of Installation/BHS CORRUGATED or the Digital Service Terms and Conditions/BHS CORRUGATED shall apply.

2. Conclusion of contract

2.1 Offers from BHS CORRUGATED are non-binding and are subject to change. A contract shall only be concluded on the written order confirmation from BHS CORRUGATED or on the conclusion of a written contract (hereinafter collectively referred to as the “Contract”). Section 127(2) of the German Civil Code (BGB) (transmission using means of telecommunication and by exchange of letters) applies.

2.2 A data license agreement between the Customer and BHS CORRUGATED on the transmission and use of generated machine data and production data is a necessary condition for providing certain services that are connected to machinery and systems.

3. Subject of the contract

3.1 BHS CORRUGATED undertakes to deliver the items described in detail in the order confirmation and any annexes or in a written contract (hereinafter the "item for delivery"). If the Customer orders multiple individual items for delivery, the order confirmation relates to the delivery of the individual items. Agreement that the items shall be delivered as a single item requires an express written agreement or a corresponding statement in the offer from BHS CORRUGATED in order to be legally treated as a single contract. If the subject of the contract is a corrugator, it is a single item for delivery.

3.2 For a place of installation outside the European Union, the Customer shall inform BHS CORRUGATED in writing at the latest on conclusion of the contract or on order placement of the applicable legal and other binding provisions for a machine manufacturer regarding safety at work and of technical specifications for the manufacture, delivery, assembly and operation of a machine or system at its intended place of installation. This shall also apply within the European Union, to (federal) state and municipal provisions in laws, regulations and statutes etc.

3.3 BHS CORRUGATED shall have the right to apply technical and cosmetic deviations from descriptions and data about the item for delivery in the contract and changes to design and materials, provided that the deviation is reasonable for the Customer and the performance specifications under contract are fulfilled.

3.4 Where a software license that is part of delivery under the contract is granted for a limited time, this shall be stated in the relevant offer.

3.5 For the software that is part of the delivery under contract:

- if the item under contract is purchased, permanently; and
- if the item under contract is assigned in any other way or the license is time-limited, for the duration of the applicable term of the contract;

BHS CORRUGATED grants the Customer a simple, non-transferable and limited right of use to the software in object code, limited to the relevant BHS CORRUGATED system or the Customer's information technology ("IT")/operational technology ("OT") on which the software has been or will be installed. The Customer is not permitted to make changes or additions to the software. BHS CORRUGATED reserves the right to make changes and

additions to the software during the term of the contract, provided that they do not adversely affect the existing system, in particular interfaces to the Customer. Where Sections 69d(1) and 69e of the German Copyright Act (UrhG) do not require the authorization of the rightholder for acts necessary for use of the software in accordance with its intended purposes, including for the correction of errors or the information necessary to achieve interoperability, this is subject to the condition that BHS CORRUGATED has not completed the necessary work or provided the information within a reasonable period in the specific case, despite a written request from the Customer. The rights granted or assigned to the Customer do not include the software as source code.

Where the contract includes BHS CORRUGATED software from third parties on the applicable system or on the Customer's IT/OT, the rights granted above are granted on condition that BHS CORRUGATED itself has been granted a right of use by the third party. BHS CORRUGATED shall provide the Customer with information in response to queries regarding individual licenses for software installed in the item for delivery or otherwise assigned to the Customer by BHS CORRUGATED for use.

3.6 BHS Corrugated shall have the right to appoint sub-suppliers and subcontractors, provided that they are contractually included in writing by BHS Corrugated in any mutual obligation of confidentiality between the Customer and BHS Corrugated.

3.7 If BHS CORRUGATED provides a Virtual Service Engineer (VSE) computer or other computer for Remote Services/iCorr® or for other Digital Services at the site of operation of the Customer's machine and the computer is owned by BHS CORRUGATED, the Customer shall have no right to use or access the software installed on this (these) VSE computer(s) or computers that belong to BHS CORRUGATED.

3.8 Where BHS CORRUGATED transfers data within the meaning of the EU Data Act in connection with the ongoing or inactive operation of a system or in connection with a data-related service from the Customer to itself or to a third party, such transfer of data is subject to a data license agreement that shall take precedence between the parties.

BHS CORRUGATED retains all rights of ownership and/or possession, as well as copyrights and other intellectual property rights, and the protection of trade and business secrets: in the software and analysis data on (a) VSE computer(s) or other computer owned by BHS CORRUGATED; in images, drawings, calculations, computer programs; in data and

databases of BHS CORRUGATED, which the Customer can access, e.g. via BHS CORRUGATED platforms or third-party platforms; in models, tools, offer documents; and in other items; and in technical and commercial know-how; this is referred to collectively as "BHS CORRUGATED Information". Without the express written consent of BHS CORRUGATED, BHS CORRUGATED Information must not be provided to third parties for inspection, copies thereof must not be provided to third parties, and the information must not be made available or transferred in any other way (see Section 12 of these Terms and Conditions of Sale/BHS CORRUGATED).

BHS CORRUGATED Information may only be used by the Customer in connection with checking the BHS CORRUGATED offer and for subsequent performance of the contract and use under contract of the delivered items. BHS CORRUGATED Information must be kept confidential from third parties and must be protected against unauthorized access at the Customer's business internally or by third parties using organizational and technical measures, by using passwords etc., to the extent necessary. The Customer shall provide BHS CORRUGATED with information regarding the nature and extent of its safeguards for BHS CORRUGATED Information.

3.9 Machinery, tools, computers and other items, as well as data and data analyses from or by BHS CORRUGATED that are in the possession of the Customer or to which the Customer has access from or via BHS CORRUGATED must be carefully stored and/or saved by the Customer, provided that the items are owned by or in the possession of BHS CORRUGATED, and/or must be protected by the Customer via technical and organizational rules for access so that unauthorized persons cannot access them. Any loss, damage or unauthorized access must be promptly reported to BHS CORRUGATED. The Customer shall be liable in its area of responsibility, regardless of fault, for damage to and loss of: (1) the computer(s) on loan or lease to the Customer and damage to and loss of the tools and other items; (2) software and/or data owned by or in the possession of BHS CORRUGATED that has been copied, deleted or modified without authorization; and (3) unauthorized access to the VSE computer(s) or other computer(s) for Digital Services and to data and data analyses from BHS CORRUGATED on platforms (such as the iCorr® platform) of BHS CORRUGATED; and (4) any breach of confidentiality of the BHS CORRUGATED Information as defined above in Sections 3.7 and 3.9 or the access protection provided for in those Sections.

3.10 The Customer shall ensure that the machines and/or the system for which it has also placed an order for Remote-, iCorr®- or other Digital Services with BHS CORRUGATED are used in accordance with the operating instructions and that the Customer itself and third parties do not make changes or additions to the machines/the system or manipulate the machines/the system without BHS CORRUGATED being informed in advance.

3.11 The Customer shall inform BHS CORRUGATED promptly of malfunctions in machines or systems so that the defect can be rectified or for service under contract. Together with the report of the malfunction, the Customer must provide exact information on where the malfunction occurred, and provide BHS CORRUGATED with the support required from the Customer, free of charge, for rapid analysis of the error, including remote diagnostics. The necessary technical documentation and the evidence of repair and maintenance must be made available by the Customer at the place of installation of the machine/system and/or provided electronically by email or online.

3.12 The Customer shall grant employees of BHS CORRUGATED or third parties appointed by BHS CORRUGATED unrestricted access to the machine/system for the performance of their contractual services to the Customer and shall provide any support requested by BHS CORRUGATED for carrying out the work (see Section 7 below). If such support includes providing personnel, they must be sufficiently qualified. Third-party workers must not be in competition with BHS CORRUGATED.

3.13 If an acceptance has been agreed, BHS CORRUGATED shall prepare an acceptance record, which, at the Customer's request, shall be in the presence of the Customer, which shall document the completed work in detail. The Customer shall immediately sign the acceptance record, provided that there are no defects or there are only minor defects that do not impair the capacity of the machine or system to run. Defects that are identified must be noted in the acceptance report and must be rectified by BHS CORRUGATED promptly or in a timely manner, depending on the severity of the defect. Unless already signed, the Customer shall sign the acceptance record after the defects have been rectified.

4. Newsletter/data protection

4.1 BHS CORRUGATED also informs its customers about products and services from BHS CORRUGATED and about its corporate activities via newsletter.

If the Customer does not wish to receive advertising or product and service information from BHS CORRUGATED, the Customer may unsubscribe using the following address: unsubscribe-newsletter@bhs-world.com.

- 4.2 Data is collected, stored, transferred, and used for the Customer by BHS CORRUGATED via technology such as, in particular, sensors on the relevant machine/system and via inputs from the operating personnel when operating the machine/system. In this process, production and machine data is collected.
- 4.3 Where data is also collected that is personal data for BHS CORRUGATED and/or its subcontractors and/or the Customer, the parties must enter into a separate agreement to ensure that the data is protected.
- 5. Payment terms**
- 5.1 The total prices or individual prices specified in the contract are fixed prices, unless otherwise agreed.
- The stated prices include delivery ex works excluding VAT and excluding delivery costs such as packaging, freight costs, insurance, customs duties and other official government charges in connection with a delivery to the Customer, which economically operate as customs duties, for assembly, etc. Any VAT incurred is charged in addition at the applicable statutory rate.
- 5.2 Payments for invoices from BHS CORRUGATED must be transferred by the Customer to one of the specified bank accounts of BHS CORRUGATED within 30 calendar days of the invoice date, without applying any discounts that have not been agreed. The payment dates stated in the contract shall be binding and shall take precedence over the above payment period.
- 5.3 Unless otherwise agreed, the purchase price must be paid in accordance with the following payment schedule:
- 30% as advance payment, on conclusion of contract;
 - 15% two months after the date of conclusion of contract;
 - 15 % four months before the date of outbound delivery;
 - 30% on notice that delivery is ready to ship;
 - 10% after commissioning.
- 5.4 The BHS CORRUGATED prices are based on the applicable cost factors for production, personnel, energy, purchasing and transport within the German machine manufacturing sector at the time of conclusion of the contract. If these costs undergo a price increase of more than 5% for reasons for which BHS CORRUGATED is not responsible up to the date at which delivery is ready, BHS CORRUGATED reserves the right to increase the price to the extent of the cost increase since the conclusion of the contract, minus a 5% own risk, provided that there are more than 6 months between the order being placed and the first partial delivery or the delivery.
- 5.5 All BHS CORRUGATED's claims that have already arisen but are not yet due shall also become due immediately, regardless of the term of any collected and credited bills of exchange or granted deferrals, if the Customer does not comply with any of the applicable contractual payment terms or if BHS CORRUGATED becomes aware of circumstances that are likely to impair the Customer's creditworthiness. In such case, BHS CORRUGATED shall be entitled to make any outstanding deliveries only on advance payment or collateral having been provided before delivery. Further statutory rights remain unaffected.
- 5.6 If the Customer is in default with payment or default of receipt or acceptance under its business relationship with BHS CORRUGATED, BHS CORRUGATED shall have the right to store the items for delivery temporarily, at the Customer's cost and risk. The total amount of the contract price shall become due in such cases, contrary to other contractually agreed payment terms, after a reasonable grace period for payment has expired without success.
- 6. Delivery dates/terms of delivery**
- 6.1 Deliveries within Germany are "ex works", BHS CORRUGATED, at the loading dock or ex subcontractor. The risk of accidental loss shall transfer to the Customer on loading/at the loading dock of BHS CORRUGATED for the items for delivery that are made available for collection. For deliveries abroad, the ex works delivery terms (Incoterms 2020) apply accordingly. The packaging material is not part of the item for delivery from BHS CORRUGATED and must be returned to BHS CORRUGATED free of charge at BHS CORRUGATED's request by the Customer, and, if not, must be disposed of at the Customer's own expense.
- 6.2 BHS CORRUGATED shall be entitled to make partial deliveries, if the nature of the item for delivery allows for partial deliveries.
- 6.3 The delivery times must always be treated as approximate, unless they are agreed in writing as fixed dates.
- Unless otherwise specified in the contract, the delivery period shall commence on the date of the order confirmation from BHS CORRUGATED or the contract being signed by the two parties and shall not end before the necessary clarification of all details required for a delivery by the Customer and the other contractual obligations to be fulfilled by the Customer in connection with the delivery, in each case plus a reasonable time for implementation for BHS CORRUGATED.

A contractual period for delivery shall be considered to have been met when BHS CORRUGATED reports the delivery is ready to ship on time, but the Customer does not cooperate, does not cooperate sufficiently, or cooperates with delay.

6.4 In cases of force majeure such as:

-- a pandemic officially declared by the state, which specifically affects the performance of the contract by BHS CORRUGATED; or

- disruptions to operations without fault; labor disputes not caused by BHS CORRUGATED, such as lockouts; civil unrest; default by subcontractors for which BHS CORRUGATED is not responsible;

- other events that BHS CORRUGATED cannot avoid;

and actual situations with similar impact, such as:

- substantial statutory or administrative measures, such as punitive tariffs exceeding 10% or substantial non-tariff trade restrictions, such as licensing requirements for delivery items that increase the own costs at BHS CORRUGATED for the respective delivery item by more than 10%;

- that were not known at the time of conclusion of the contract or confirmation of the order; BHS CORRUGATED shall be entitled to postpone the delivery and/or the assembly and/or the commissioning for the duration of the obstacle for a maximum of 1 year, as well as any necessary time for restarting in the specific case at BHS CORRUGATED; or

- if performance of the contract is unreasonable for BHS CORRUGATED, BHS CORRUGATED shall be entitled to withdraw from the contract. In such case, performance already rendered shall be reversed mutually by the parties, insofar as possible.

Instead of BHS CORRUGATED declaring that it is withdrawing from the contract, BHS CORRUGATED may demand an amendment to the contract from the Customer, whereby the performance already rendered under contract by BHS CORRUGATED shall be retained by the Customer and the Customer shall pay the contractually agreed price, minus saved expenses, to BHS CORRUGATED, unless such amendment to the contract is unreasonable for the Customer. The contract shall be amended via a unilateral written declaration by BHS CORRUGATED to the Customer. Any objection that the amendment is unreasonable must be made via written declaration by the Customer to BHS CORRUGATED. Until a decision is made regarding whether the objection is valid, the terms of the existing contract shall apply,

reduced by the part of performance not rendered by BHS CORRUGATED.

If BHS CORRUGATED withdraws from the contract, within a declaration period of three weeks from declaration by BHS CORRUGATED that it is withdrawing from the contract, the Customer shall be entitled to request, instead of the contract being reversed, that the contractual performance already rendered shall be retained by the Customer and the Customer shall pay the contractually agreed price to BHS CORRUGATED, minus the savings in expenses for BHS CORRUGATED. In such case, the parties hereby agree that the terms of contract shall apply accordingly, despite withdrawal, reduced by the performance not fulfilled by BHS CORRUGATED.

Any claim for damages against BHS CORRUGATED on grounds of delay in delivery, installation and/or commissioning because of hindrance or withdrawal from the contract or a declared amendment to the contract is excluded.

6.5 If BHS CORRUGATED performs the assembly, the Terms and Conditions of Installation/BHS CORRUGATED shall apply as supplementary terms, which can be accessed at www.bhs-world.com, under "Terms and Conditions" and "Contact" and printed.

6.6 If a technical acceptance is required, the conditions of technical acceptance must be specified at the latest on conclusion of the contract. The costs of acceptance for the two parties shall be borne by the Customer. The provision on acceptance under Section 640 of the German Civil Code (BGB) (which came into effect from 01/01/2018) shall apply, subject to a right to refuse acceptance within the meaning of Section 640(1) of the German Civil Code (BGB) requires the existence of a non-trivial defect, and for deemed acceptance under Section 640(2) of the German Civil Code (BGB) not to arise, a non-trivial defect must be cited in any refusal of acceptance and the non-trivial defect must in fact exist.

Agreeing to acceptance is not to have the legal consequence that the contract therefore qualifies as a contract to produce a work.

7. Customer's on-site obligations for installations

7.1 BHS CORRUGATED undertakes to perform installation work to the extent described in the contract. Unless already explicitly stated in the contract, the Customer must provide such facilities and/or perform work that becomes necessary for the installation from the Customer's side, in particular the Customer must install network connections or their own installation circuits for computer connections,

must carry out masonry and breaking work, must lay suitable industrial floors, and must create stationary safety installations, changes to existing buildings or facilities, as well as fire protection and noise protection measures.

- 7.2 For any installation, the required lifting equipment with personnel for unloading, transporting on premises and subsequent installation must be provided by the Customer itself free of charge. Foundations and/or buildings must be completed by the Customer by the date of delivery to the extent that installation can begin immediately. If installation or commissioning is delayed without breach of obligation by BHS CORRUGATED, the Customer shall bear the additional costs arising as a result, including costs for the Customer providing personnel.
- 7.3 If installation work is to be carried out at the Customer's request outside the normal working hours of BHS CORRUGATED, the overtime and the Sunday and holiday surcharges shall be invoiced in accordance with the applicable current prices of BHS CORRUGATED, in addition to the contract price.

8. Special terms and conditions of sale for used equipment

- 8.1 If the Customer purchases a system or machine from BHS CORRUGATED that is made up in part of new components and in part of used components or consists exclusively of used components, BHS CORRUGATED shall provide a warranty for the new components in accordance with Section 9 of the Terms and Conditions of Sale/BHS CORRUGATED. For the used parts of the system, any warranty is excluded, unless an agreement has been reached in accordance with Section 8.2 of the Terms and Conditions of Sale/BHS CORRUGATED.
- 8.2 If BHS CORRUGATED undertakes, in whole or in part, to delivery a used device or used parts of a system, any claim to warranty for the used components shall only arise if BHS CORRUGATED has expressly undertaken to check that the used devices or parts are functioning correctly and, if necessary, to repair them, or if BHS CORRUGATED has expressly undertaken in the contract to carry out a general overhaul.

If only checking that the devices and parts are functioning and, if necessary, repair has been agreed, but not a general overhaul, BHS CORRUGATED provides a six-month warranty from delivery, which only covers of the relevant used devices and parts functioning at the date of delivery. If a defect occurs after delivery owing to the nature of being a used device or part (e.g. wear and tear; aging), there is no warranty for the defect.

For defects in used equipment or systems that have been overhauled, BHS CORRUGATED provides a six-month warranty from delivery. Sections 9.2-9.11 apply accordingly, insofar as a warranty is provided by BHS CORRUGATED. Any claims arising from a breach of secondary contractual obligations (Section 241(2) of the German Civil Code (BGB)) that arise in connection with a defect shall expire by limitation within the same 6-month period from delivery as contractual warranty claims.

- 8.3 Where a used device or used part is to be delivered under contract and is to be repaired or overhauled first, it may become necessary, in the event of extensive repair or any overhaul, for BHS CORRUGATED to prepare new operating instructions for operating the overhauled system. This gives rise to significant additional costs that are not part of the calculated price. The Customer must prepare operating instructions in such cases that meet the legal requirements for operating the system or machine at the place of installation, for BHS CORRUGATED. BHS CORRUGATED shall note this again for the Customer in writing on delivery. If BHS CORRUGATED is held liable by third parties for damages owing to the absence of or in connection with the absence of any operating instructions, the Customer shall indemnify BHS CORRUGATED on first request against all claims resulting therefrom, including any necessary legal defense costs.
- 8.4 Otherwise, the other sections of these Terms and Conditions of Sale/BHS CORRUGATED apply, unless provided for otherwise in this section.

9. Claims for defect (warranty)

- 9.1 Both parties hereby agree at the date of conclusion of the contract that the applicable contractual specification for machines and/or systems (detailed technical specific description of the subject of the contract and the conditions for installation, including the Customer's obligations; hereinafter referred to as the "Specification") and/or the product designation of wear and spare parts document the subjective and objective requirements according to Section 434 of the German Civil Code (BGB) for the subject of the contract and a deviation from the Specification or the part under the relevant part designation may constitute a defect. There is a defect when the subject of the contract does not correspond to the usual and contractual condition in terms of quantity, quality, and other features of the item. The agreement on contractual condition that is not the part of the Specification must be in writing to be valid. This also applies to any intended cancellation of the requirement for written form itself in a specific case.

- 9.2 The warranty period is 12 months from the transfer of risk or, if the Customer is in default of acceptance, from notice that the delivery is ready. Any claims arising from a breach of secondary contractual obligations (Section 241(2) of the German Civil Code (BGB)) that arise in connection with a defect shall expire by limitation within the same 1-year period from transfer of risk as contractual warranty claims. If a claim for defect is based on intent, deceit, or gross negligence by BHS CORRUGATED or its corporate bodies or agents, or if life, body, or health of a person is harmed, the statutory limitation period of 2 (two) years applies to claims under Section 9.2 sentences 1 and 2. The limitation periods for claims in tort remain unaffected by this Section 9.2.
- 9.3 If technical acceptance has been agreed, this shall not affect the commencement of the warranty period under Section 9.2. BHS CORRUGATED and the Customer must check the item or items for delivery to ensure they comply with the contract, within one week of the notice from BHS CORRUGATED that the delivery is ready for acceptance and must then sign the acceptance record to be completed. If defects or deviations are identified that only trivially restrict the capability of the item(s) for delivery to be operated compared - depending on what has been agreed in the individual case - to the contractually required or customary use, the Customer shall record them in an acceptance record and sign the acceptance record. If the Customer does not cooperate or does not cooperate as required by contract with acceptance, the item or items for delivery shall be deemed accepted four weeks from notice that delivery is ready for acceptance, provided that BHS CORRUGATED has noted this consequence in the notice that the delivery is ready for acceptance. If the Customer may refuse acceptance, BHS CORRUGATED shall be entitled to give notice again that the delivery is ready for acceptance after the defect has been rectified (establishment of compliance with the contract). If partial deliveries may be made and are made, the Customer shall also accept the partial deliveries.
- 9.4 If acceptance is not agreed, the Customer shall promptly inspect the items for delivery for any defects and deviations from the item for delivery under contract and shall give notice of defect to BHS CORRUGATED in writing, if necessary. For hidden defects or deviations, this process applies accordingly from when they are first discovered by the Customer.
- 9.5 BHS CORRUGATED guarantees that the items for delivery are of the condition agreed in the contract at the date of transfer of risk and, unless otherwise provided for in the contract, that they are suitable for the use intended under the contract and, otherwise, that they are suitable for the ordinary use that is customary for items of the same kind and that the buyer is entitled expect according to the nature of the item (hereinafter referred to as the "Warranty").
- BHS CORRUGATED guarantees and is only liable for such specifications regarding the quality of the delivered items that have become part of the contract or are part of advertising brochures from BHS CORRUGATED. However, this does not apply to general promotional statements in ads, at trade fairs, or in other advertising media, unless the Customer has expressly stated to BHS CORRUGATED that the Customer wants such a general statement to be binding as part of the contract before conclusion of the contract, without BHS CORRUGATED opposing.
- 9.6 BHS CORRUGATED assumes warranty for the parts replaced during the warranty period to the same extent as for the deliveries to be performed according to the order. However, the warranty shall end no later than 18 months (for overhauled items: after 12 months) from the transfer of risk on first delivery of the part. Section 9.1 sentence 3 also applies in this case.
- 9.7 Within the warranty period, BHS CORRUGATED shall rectify any defects for which evidence can be provided that they existed at the date of transfer of risk, free of charge, by way of replacement delivery or improvement, at the option of BHS CORRUGATED. If a replacement delivery or improvement fails again because of the same defect, if BHS CORRUGATED unjustifiably and definitively refuses to carry out replacement delivery or improvement, or if subsequent performance is unreasonable for the Customer, the Customer may declare a reduction of the price or withdraw from the contract after setting a reasonable period with the threat of the intended legal consequence.
- 9.8 With regard to work under warranty, the Customer shall provide BHS CORRUGATED with personnel and, in particular, lifting equipment, free of charge, to the necessary extent, on time and as appropriate. The packaging and shipping costs incurred for return of any defective part shall be reimbursed to the Customer on evidence being provided and an invoice. Where an item is replaced, ownership shall automatically transfer from the Customer to BHS CORRUGATED on the replaced part being removed from the machine or system, as well as vice versa from BHS CORRUGATED to the Customer on installation of the replacement part, subject to retention of title (governed by Section 11). At the request of BHS CORRUGATED, the Customer shall send removed parts back to BHS CORRUGATED.

- 9.9 A claim by the Customer for reimbursement of the necessary expenses for removing and incorporating or attaching the improved or delivered defect-free items requires that BHS CORRUGATED has not carried out the above work, despite written request by the Customer, or has not done so properly, and that the subject of the contract was incorporated by the Customer for the intended use or attached to another item, or vice versa, that another item was connected to the subject of the contract, of which BHS CORRUGATED had positive knowledge at the time of conclusion of the contract. This applies in particular to the connection of other machines or devices to the subject of the contract, connection with third-party software, with third-party sensors, and with external data that may influence the operation of the subject of the contract.
- 9.10 If the Customer refuses to provide the necessary cooperation for replacement delivery or subsequent improvement or rejects acceptance of subsequent performance, any further warranty is excluded.
- 9.11 In the event of a defect or error, liability for damages is excluded if BHS CORRUGATED can legitimately object that the damage was caused by minor or simple negligence. This limitation of liability does not apply in cases of breach of a guarantee or of life, body and health and in cases of statutory product liability.
- 9.12 The warranty does not apply to defects that arise from wear and tear, incorrect or negligent use, excessive load, unsuitable operating resources or materials, or from use by the Customer that deviates from the contractually specified operating conditions. This also applies to defects that arise from an unsuitable place of installation or from a circumstance that could not be foreseen by BHS CORRUGATED at the time of conclusion of the contract. The Customer's claim for warranty remains unaffected thereby if the Customer provide evidence of a defect that existed at the time of transfer of risk, in spite of the limitations in Section 9.12 sentences 1 and 2.
- 9.13 Data or features of a purchased item are not guaranteed characteristics, unless such a guarantee has been expressly agreed in writing with BHS CORRUGATED or has been declared in writing by BHS CORRUGATED.
- 9.14 BHS CORRUGATED may withhold rectification of defects as long as the buyer fails to fulfill its due payment obligations and obligations to cooperate.
- 9.15 If BHS CORRUGATED sells the subject of the contract to the Customer within a supply chain and the Customer resells the subject of the contract, the Customer must involve BHS CORRUGATED in subsequent improvement in the event of a claim based on a defect in the subject of the contract. Any right of the Customer against BHS CORRUGATED to reduce the price, withdraw and/or a claim damages because of a defect is subject to the condition that BHS CORRUGATED has had the opportunity to rectify the defect or make a replacement delivery. This also applies to whether expenses incurred from improvement may be reimbursed. Section 9.9 above applies accordingly.
- 9.16 If BHS CORRUGATED has fraudulently concealed a defect or has concluded an additional warranty agreement with the Customer, the limitations of statutory warranty claims in Sections 9.2, 9.6, 9.7 and 9.11 above shall not apply. The statutory provisions regarding defects shall apply instead.
- 10. Liability**
- 10.1 BHS CORRUGATED, its corporate bodies and agents shall be liable for culpable breach of contractual - including pre-contractual and ancillary contractual - obligations, in tort and for any other legal reason not governed by specific provision in these Terms and Conditions of Sale/BHS CORRUGATED, limited to cases of intent, deceit and gross negligence.
- 10.2 In the event of impossibility and inability or of culpable breach of an essential contractual obligation, BHS CORRUGATED shall be liable, but excluding cases of minor negligence. Essential contractual obligations are obligations under a reciprocal contract the breach of which puts achievement of the purpose of the contract in jeopardy or the fulfillment of which is necessary for proper execution of the contract, and on which the Customer therefore relies or is entitled to rely. In cases of gross and simple negligence, BHS CORRUGATED shall only be liable to a limited extent for cases in this Section 10.2 for the damage or loss that BHS CORRUGATED could have foreseen at the time of conclusion of the contract as a possible consequence of a breach of essential contractual obligations, when exercising the due care of a prudent merchant.
- 10.3 BHS CORRUGATED shall bear the burden of proof for any limitation of liability in Sections 10.1 and 10.2 above applying.
- 10.4 The provisions on liability for damages in the event of defects under Section 9.11 of these Terms and Conditions of Sale/BHS CORRUGATED take precedence over the above Section 10 paragraphs 1 and 2.
- 10.5 The limitations of liability do not apply in the event of liability under the Product Liability Act and in the event of liability for injury to life, body, and health.

11. Retention of title

- 11.1 Title in the item or items for delivery shall transfer to the Customer only at the time when all claims of BHS CORRUGATED from and in connection with the relevant contract have been fulfilled.
- 11.2 BHS CORRUGATED may assert a claim for return if the Customer is in default with the payment of the whole or part of the purchase price and/or if it becomes apparent after the contract is concluded that claims of BHS CORRUGATED for consideration are jeopardized by a lack of the Customer's capacity to make payment, provided that BHS CORRUGATED has given notice of the assertion of the claim for return in writing and payment of the due claim has not been made within a reasonable time thereafter.
- 11.3 The Customer must grant BHS CORRUGATED direct possession of the delivered items. By concluding the contract, the Customer irrevocably undertakes to allow BHS CORRUGATED to access the company premises for the purpose of taking possession.
- 11.4 While title in the items for delivery has not transferred to the Customer, the Customer must appropriately insure the items for delivery against fire and other relevant risks and have BHS CORRUGATED recorded as the sole beneficiary in the insurance policy. The insurance policy must be sent to BHS CORRUGATED. If an insured event occurs, BHS CORRUGATED shall decide whether to use the insurance benefit.
- 11.5 If the retention of title or the assignment is not legally effective under the national law applicable to title in goods, then the possible security corresponding to the retention of title and the assignment that is effective in such legal system for the contractual claims of BHS CORRUGATED against the Customer shall be deemed agreed. The Customer undertakes to cooperate in the creation of such security. Costs incurred thereby must be reimbursed to BHS CORRUGATED by the Customer.
- 11.6 An pledge or assignment of security in the goods subject to retention of title is not permitted. BHS CORRUGATED must be notified immediately of pledges, stating the name of the pledgee.

12. Confidentiality

- 12.1 BHS CORRUGATED Information (cf. Section 3.8 and 3.9 of these Terms and Conditions of Sale/BHS CORRUGATED), as well as all information otherwise provided by BHS CORRUGATED, must not be made accessible to third parties, unless it is evidently intended not just for the Customer but also for other persons, unless this is necessary within the scope of the intended use of the delivered

items by the Customer or unless the Customer has a right to data access and portability under the terms of a data access and portability agreement to be concluded within the meaning of the EU Data Act between the parties and its provisions on confidentiality. "Third parties" within the meaning of this section are natural or legal persons who are not corporate bodies or employees of the Customer, as well as contractors and clients of the Customer who have not given an undertaking to the Customer in writing to comply with the confidentiality provisions under Sections 3.8 and 3.9 and Section 12 of these Terms and Conditions of Sale/BHS CORRUGATED for the benefit of BHS CORRUGATED. The provision of any data access and portability agreement for disclosure to third parties shall take precedence over the preceding sentence.

- 12.2 In the event of a breach of this confidentiality obligation by a person associated with the Customer (corporate body, employee and/or contractor), the Customer must - subject to further claims for damages - pay a penalty of €10,000 for each act in breach. On request, the Customer shall promptly provide full information about the way in which the BHS CORRUGATED Information has been used, in particular regarding any contractor of the Customer who breaches this confidentiality obligation.
- 12.3 BHS CORRUGATED undertakes not to disclose any data (such as machine and production data) that it acquires in the course of its contractually agreed services with the Customer to third parties, except in accordance with the provisions of the concurrent data license agreement to be concluded between the parties and any data access and portability agreement in accordance with the EU Data Act. This also applies to analyses of data on behalf of the Customer. Any disclosure of data and analyses by BHS CORRUGATED to third parties must be permitted under the data license agreement between the parties. The provision on the protection of personal data within the meaning of the agreement referred to under Section 4.3 above also applies.

13. (Re-)export; embargo

- 13.1 Both parties must ensure that, on conclusion and performance of a contract that falls under these Terms and Conditions of Sale/BHS CORRUGATED, they comply with the applicable laws and regulations governing (re)export for the items delivered or parts thereof in Germany, in the EU, and in the country of the place of business or the place of installation of the delivered item and, if applicable, a third country. A "third country" within the meaning of this obligation is

a country of origin of delivered item that may impose binding export regulations for the delivered item or parts thereof on the Customer or BHS CORRUGATED, such as the US Commerce Control List.

- 13.2 The above also applies to state embargo regulations that affected the delivered item or parts thereof.
- 13.3 If BHS CORRUGATED cannot make a delivery for these reasons, this shall be treated as a case of "force majeure", to which Section 6.4 of these Terms and Conditions of Sale/BHS CORRUGATED applies.
- 13.4 If the Customer breaches the above obligation, BHS CORRUGATED shall have the right under contract against the Customer to be indemnified against any claims from third parties on basis of such breach of contract and to be reimbursed for the costs of necessary legal defense.
- 13.5 (1) The Customer shall not sell, export, re-export, or otherwise make available the items for delivery, which are delivered in connection with or in relation to the contract and falls within the scope of Article 12g of Regulation (EU) No 833/2014, directly or indirectly to the Russian Federation and Belarus or for use in the Russian Federation and Belarus, and in this regard must not disclose any intellectual property rights, trade secrets, or rights of access and further use in materials or specific information.
- (2) Subject to a degree of knowledge that can reasonably be expected of the Customer, the Customer must ensure that the purpose of paragraph (1) is not undermined by third parties in the supply chain, including potential resellers.
- (3) The Customer must maintain a suitable compliance system to detect behavior by third parties in the supply chain, including potential resellers, that would undermine the purpose of Section 13.5 paragraph (1).
- (4) Any breach of paragraphs (1), (2) or (3) of Section 13.5 shall constitute a material breach of contract, and Section 13.5 of these Terms and Conditions of Sale/BHS CORRUGATED shall apply. In addition, BHS CORRUGATED shall have the right to withdraw from the contract and demand damages or may impose a reasonable contract penalty at its discretion and in each individual case, which may be reviewed with regard to whether it is reasonable by a competent court, taking into account Sections 14.3 to 14.5 of these Terms and Conditions of Sale/BHS CORRUGATED.
- (5) The Customer shall inform BHS CORRUGATED promptly of any problems arising from the application of this Section 13.5 paragraphs (1), (2), and/or (3), including all relevant activities of third parties

that could undermine the purpose of Section 13.5 paragraph (1). On request, the Customer shall provide BHS CORRUGATED written information on the implementation of this Section 13.5 by the Customer to the required extent and no later than 14 calendar days from the date of the request.

14. Miscellaneous

14.1 Without the prior written consent of the other party, the parties must not transfer the contract as such or assign specific rights arising therefrom to third parties.

14.2 The Customer shall only be entitled to declare set-off or assert a right of retention against BHS CORRUGATED, including any commercial right of retention, if the corresponding claim is undisputed or has been determined by a final court order or in the event of a serious breach of contract by BHS CORRUGATED.

14.3 If any of the above provisions is or becomes invalid, this shall not affect the validity of the rest of the contract. The parties shall replace any invalid provision with a provision that is permitted and comes closest to the intended economic purpose. The same procedure applies in the event of any omission.

14.4 The substantive law of the Federal Republic of Germany shall apply, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

In event of conflicts between the German version and any foreign language version of the contract, the German version shall have precedence in case of doubt.

14.5 The place of performance for BHS CORRUGATED's claims to payment arising from this contract is at the place of business of BHS CORRUGATED (see Section 1.1).

The place of jurisdiction for any legal disputes arising from or in connection with this contract is as follows: in judicial proceedings against the Customer, at the option of BHS CORRUGATED, the registered office of BHS CORRUGATED (see Section 1.1) or another statutory place of jurisdiction; and, in judicial proceedings by the Customer against BHS CORRUGATED, the registered office of BHS CORRUGATED (see Section 1.1). This agreement regarding place of jurisdiction applies only to merchants under commercial law.