

Terms and Conditions of Sale and Delivery – KLINGELE –

for the company Klingele Embalajes Canarias, S.A.

01/2025

Table of contents

1. General provisions	1
2. Deadlines for delivery of the merchandise	2
3. Deadlines for collection of the merchandise and expenses at the destination	3
4. Prices	3
5. Variations regarding sizes, weights and/or quantities.....	4
6. Claims for defects, liability and limitation period.....	4
7. Payment conditions.....	6
8. Offsetting of credits, settlement and right of retention	6
9. Reservation of ownership.....	6
10. Pallets-Platforms, Printing plates, blocks and tools.....	7
11. Events of force majeure	7
12. Trademarks and others	8
13. Venue, Jurisdiction and applicable law.....	8

1. General provisions

1.1. These General Conditions together with the Specific Conditions that could be established between the parties (hereinafter, the “Specific Conditions”), shall govern the Sales and Purchase Agreement (hereinafter, the “Agreement” or the “Sales and Purchase Agreement”) between Klingele Embalajes Canarias, S.A. and/or its subsidiaries and/or any other company of the Klingele Group that has expressly adhered to them (hereinafter, “Klingele Embalajes”) and its customers (hereinafter, the “Customer”).

1.2. According to a purchase order confirmed by Klingele Embalajes, the Customer fully accepts the acquisition of the merchandise pursuant to the Agreement.

1.3. The general purchasing conditions of the Customer shall not be applied between the parties, unless Klingele Embalajes have expressly accepted them in the Specific Conditions.

1.4. Klingele Embalajes is entitled to update and/or alter at any time, with no need for notice, these General Conditions. Therefore, the conditions in effect at the time of the purchase order placed by the Customer shall apply.

1.5. INCOTERMS agreed by the parties in the Specific Conditions shall complement the Sales and Purchase Agreement.

1.6. The terms and conditions set forth in the Sales and Purchase Agreement regarding the number of days will be understood as calendar days, unless otherwise indicated.

1.7. In cases where the merchandise is shipped by sea, the recipient of the merchandise can either be the Customer or a third party appointed by the latter (hereinafter, the "Recipient"). Despite such an appointment, the Customer shall be the sole responsible party before Klingele Embalajes.

2. Deadlines for delivery of the merchandise

2.1. Deadlines for delivery are for indicative purposes. Thus, Klingele Embalajes shall not have an essential obligation to deliver the merchandise within a specific deadline, unless that has been previously agreed in the Specific Conditions.

2.2. As a rule, the obligation to deliver the merchandise shall be deemed as complied with, when it is outside the facilities of Klingele Embalajes or when it is ready for shipment. Notwithstanding, in those cases where the delivery of the merchandise is made by an international shipping company, in order to determine the time of delivery of the merchandise and the transfer of risk to the Customer, that will be in accordance with the INCOTERM selected in the Specific Conditions.

2.3. Unless the selected INCOTERM establishes otherwise, Klingele Embalajes shall not be liable for any economic losses caused to the Customer because of the shipping company's delay in loading the goods onto the ship. This also includes the ship's departure or arrival at the port of destination, whatever the cause of such delay - force majeure, fraud or fault of the shipping company in charge of the transport - or fraud or fault of the forwarding agent or freight forwarder who undertakes to carry out the transport via third parties for Klingele Embalajes.

2.4. In the event that delivery of the merchandise is delayed for more than FIFTEEN (15) days beyond the agreed upon date (the "Maximum Term"), the Customer may request the termination of the Sales and Purchase Agreement, as long as such delay has occurred for reasons attributable to Klingele Embalajes and the latter receives proper notification or a "delivery rejection notice" regarding the merchandise within 10 days of the Maximum Term. In case no delivery rejection notice is received within 10

days after the Maximum Term, the Customer shall be deemed as having waived the contractual termination and as having opted to continue with the delivery process of the merchandise.

3. Deadlines for collection of the merchandise and expenses at the destination

3.1. The Customer or, if applicable, the Recipient, has an obligation to collect the requested merchandise within the agreed date. 3.2. In those cases where an international shipping company, makes the delivery of the merchandise, the Customer or, if applicable, the Recipient shall collect the merchandise within a Maximum Term of twenty-one (21) days from its arrival at the port of destination. After this term (21 days) has elapsed, if the Customer or, if applicable, the Recipient has not collected the merchandise, Klingele Embalajes shall charge the Customer for any costs related to said merchandise for whatever reason it may have had to bear.

3.3. Furthermore, failure to receive the merchandise within the period specified in the preceding paragraph shall entitle Klingele Embalajes, at its sole discretion, to take any action it deems appropriate to prevent (or at least reduce) the expenses related thereto. Klingele Embalajes shall also be entitled, if appropriate, to regain possession of the merchandise and decide upon their destination, then informing the Customer, by e-mail, at its usual contact address. Any costs that may be borne by Klingele Embalajes, for any of the abovementioned reasons shall be charged to the Customer.

3.4. In those cases where the hiring of a shipping company has not been agreed upon, if at the time of delivery, the Customer or, where applicable, the Recipient does not collect the merchandise immediately, Klingele Embalajes may, at its own discretion, store it at its own premises or send the merchandise to the Customer by its own means or via another carrier contracted for such purpose, at the expense of the Customer.

3.5. In the event that the INCOTERM applicable to the Sales and Purchase Agreement sets out the Customer's obligation to pay the amounts resulting from the compliance with the formalities in the country of import, Klingele Embalajes may charge the Customer for any costs that it had to bear at the port of destination, due to the Customer's or, if applicable, the Recipient's failure to comply with this obligation.

4. Prices

4.1. Prices are calculated based on raw materials and production costs. If substantial changes in production or raw material costs occur in the period between the execution of the Sales and Purchase Agreement and the shipping of the order, Klingele Embalajes may adjust the prices in accordance with such changes, except in cases where less than four (4) months remain until delivery of the goods.

4.2. Regarding contracts for the supply of successive deliveries, Klingele Embalajes reserves the right to revise prices by giving one (1) months' notice to the Customer. Unless otherwise indicated, the new prices will be applied to all orders placed from the date the new tariffs come into effect.

5. Variations regarding sizes, weights and/or quantities

5.1. In case of any doubt, the dimensions set for all corrugated fibreboard products shall be considered as internal dimensions (length x width x height) in millimetres. Claims made in reference to discrepancies caused by the very nature of the fibreboard sheets and their processing shall not be admissible. Klingele Embalajes shall not accept claims in respect of variations of less than 8% plus or minus the weight of each unit supplied (e.g. each of the boxes, sheets, etc.).

Likewise, Klingele Embalajes shall not be liable for variations in the quantities of any supplied units that fall within the following quantities and percentages:

- Up to 1000 units: \pm 20%
- Up to 15000 units: \pm 10%
- Over 15000 units: \pm 5%

5.2. Klingele Embalajes guarantees a warranty of the technical properties of the corrugated fibreboard products for a period of six months from delivery, as long as the Customer has stored them correctly and in the right conditions.

6. Claims for defects, liability and limitation period

6.1. Any defect in the merchandise supplied that the Customer may find, must be notified to Klingele Embalajes as soon as possible and as a maximum period within fifteen (15) days of receipt of the goods. No claim made by Customer shall be accepted after this period has expired. . If, during this period, the Customer reports defects or errors in the quality of the merchandise in accordance with the Agreement, Klingele Embalajes shall have the option of rectifying the error or defect in the merchandise or replacing them with new goods. If, when Klingele Embalajes has chosen either of the above options, the Customer assigns to Klingele Embalajes the unsuitability of such solutions for failure to meet the intended purpose of the merchandise, the Customer may request a price reduction in proportion to the volume of the goods concerned.

6.2. Klingele Embalajes shall be liable for any hidden defects (e.g., manufacturing defects that could not be detected by physical and/or visual inspection at the time of receipt) that may arise regarding the supplied merchandise, if these are reported within 3 months of delivery of the goods.

6.3. No claims arising from minor deviations or alterations in the material composition, measurements, smoothness, purity and hardness of the sheets or layers of cardboard

paper used or in the adhesion, cutting, stitching or printing shall be accepted unless Klingele Embalajes has given warranties in this respect in the Specific Conditions.

6.4. Klingele Embalajes shall not be liable for any claims made by the Customer relating to possible differences between the products offered by Klingele Embalajes in the marketplace and the content or appearance thereof as reflected in advertisements or advertising materials. Namely, if the Customer cannot demonstrate that such advertisements or advertising materials influenced its purchase decision, or if Klingele Embalajes was not or could not have been aware of the content of the advertisements or advertising materials. Klingele Embalajes shall also not be liable if the contents of the advertisements or advertising materials have already been corrected at the time the Customer placed its order.

6.5. For the purposes of assessing the damage or defects in the merchandise, only the damage and/or defects in the goods concerned will be taken into account and not the entire order. Klingele Embalajes shall only be liable for damaged and/or defective goods and not for the entire order.

6.6. In any case, any liability for damages on the part of Klingele Embalajes is hereby excluded, except in the following cases:

- When Klingele Embalajes intentionally hides any defect in the product.
- Where compensation for defects in the goods supplied has been expressly agreed in the Specific Conditions.
- Where the damage or defect to the product has been caused by the gross negligence of Klingele Embalajes, its legal representatives or its sales agents.
- Where noncompliance by Klingele Embalajes, its legal representatives or sales agents results in physical injury or health damage to the Customer's employees.
- When Klingele Embalajes is obliged to compensate for damages to the Customer because the latter is deemed a "consumer" in application of the regulations on Consumers and Users.
- When the Customer suffers damage or injury because of a breach of the Agreement by Klingele Embalajes, its legal representatives or its sales agents. In this case, Klingele Embalajes' liability is restricted to consequential, foreseeable and customary damages of this type of contract.

6.7. Klingele Embalajes shall only deal with complaints from the Customer if it has previously agreed in writing to the complaint made by the Customer within the established timeframes.

6.8. The foregoing shall be deemed applicable, as long as it does not conflict with or contradict the provisions of any mandatory rule agreed between the parties.

6.9. In any of the above cases, liability of Klingele Embalajes for any damages that may be caused to the Customer shall in no case include loss of profit. Concerning the consequential damage, it shall not exceed three times the price of the merchandise purchased in the order under dispute, unless a different limitation has been agreed in writing in the Specific Conditions.

7. Payment conditions

7.1. Payment by the Customer shall be made, without any deduction, within fifteen (15) calendar days from the date of issue of the invoice, unless another term of payment is negotiated between Klingele Embalajes and the Customer, which must be included on the commercial invoice or Specific Conditions signed between the parties.

7.2. Klingele Embalajes will only accept cash, wire transfer, promissory notes, and other negotiable instruments as a means of payment and payment shall be deemed made when, upon presentation for collection, such instruments have been honoured and actually paid. All costs with bills and discounts shall be borne by the Customer.

7.3. If the Customer does not pay its invoices by the agreed collection date, interest will automatically be due on overdue and unpaid balances at the legal interest rate plus 8 % per year.

8. Offsetting of credits, settlement and right of retention

8.1. The parties may offset their reciprocal credits against each other, as long as there is no dispute as to their enforceability and, in any event, where the credits are liquid, due and payable to the other party.

8.2. Furthermore, if there is prior written agreement between the parties in the Specific Conditions, the Customer may withhold a part of the established price until it shows its agreement to the goods supplied by Klingele Embalajes.

9. Reservation of ownership

9.1. Klingele Embalajes reserves ownership and title to the goods until the invoice has been paid in full.

9.2. This reservation shall apply even in cases where claims have been made on the merchandise supplied and have not been settled between the parties, so that the goods supplied to the Customer shall remain the property of Klingele Embalajes, until the collection of cash invoices and expenses related to the merchandise that, where

appropriate, have been made by Klingele Embalajes. This includes receipt by the latter of the net amount of bank documents issued for payment (e.g., cheques, promissory notes or wire transfers).

9.3. In the event that the Customer has unpaid invoices, Klingele Embalajes may retain the goods as security for the payment of outstanding debts.

9.4. In the event that the Customer fails to meet its payment deadlines, Klingele Embalajes may demand the recovery of possession of the goods, and the Customer must present them immediately. Klingele Embalajes is authorized to enter the Customer's premises and/or warehouse to collect the goods.

9.5. If Klingele Embalajes enforces its right of ownership regarding the goods supplied, it shall only be obliged to pay the Customer, by any valid means of payment, the residual value of the cardboard paper or goods supplied after deduction of all applicable costs and penalties. The application of this clause does not necessarily entail the termination of the Sales and Purchase Agreement.

10. Pallets-Platforms, Printing plates, blocks and tools

10.1. The pallets that Klingele Embalajes supplies with the goods shall remain the property of Klingele Embalajes and the same or other pallets of the same type, quality and quantity must be returned by the Customer.

10.2. If the pallets are not returned by the agreed deadline, Klingele Embalajes is entitled to claim financial compensation equal to the value of the pallets.

10.3. Printing blocks, dies, tooling and other auxiliary materials used shall remain the property of Klingele Embalajes, unless the Customer has paid for the entire production costs, in which case they shall remain the property of the Customer.

11. Events of force majeure

11.1. Events of force majeure are the lack of operational capacity or the absence of raw materials, which prevent the continuation of the production process. As well as any other events not attributable to Klingele Embalajes that could not have been foreseen, or which were unavoidable and make it impossible to meet or lead to a faulty compliance with the delivery times for the goods.

11.2. In addition, the occurrence of any labour conflict in the factory or in that of third-party suppliers, which causes a stoppage of production, strikes of a national, regional, local or sectorial nature, as well as illegal strikes and lockouts, shall be considered as force majeure. This includes those legally foreseen, adverse weather conditions (including hail or extreme heat), epidemics, blockages affecting the logistics chain for any reason, earthquakes, pandemics, fires, storms, floods, water damage,

administrative or legal constraints, works on the infrastructure and any other event beyond the reasonable control of the parties that interrupts the normal provision of services.

12. Trademarks and others

12.1. In cases where the Customer requests that a trademark or distinctive sign be printed on the corrugated cardboard packaging it orders from Klingele Embalajes, the Customer shall be deemed the owner of rights relating to such trademark or distinctive sign.

12.2. Hence, if the actions requested by the Customer from Klingele Embalajes infringe, in any way, the rights of third parties related to trademarks, distinctive signs, intellectual property rights, etc., Klingele Embalajes shall be exempt from any liability. Moreover, the Customer shall take all necessary actions to hold Klingele Embalajes exempt from any liability it may incur, including the assumption of any expenses that may arise.

12.3. In those cases where Klingele Embalajes produces the design, the latter will be the full and exclusive owner of all intellectual property rights over the design and may expressly agree with the Customer the transfer of rights to exploit the design, in the manner and for the period determined by both parties.

13. Venue, Jurisdiction and applicable law

13.1. The parties, expressly waiving their own jurisdiction, agree that, for the interpretation and/or execution of the Agreement, they shall submit to Spanish law and to the Courts and Tribunals of Santa Cruz de Tenerife, with the express exclusion of the United Nations Convention on the International Sale of Goods.