

General Terms and Conditions of Purchase

of Joma Kunststofftechnik GmbH (FN 151978y), Wolfholzgasse 14-16, 2345 Brunn am Gebirge, Austria; and
of Joma Service GmbH (FN 457895a), Weilburgstraße 16a, 2500 Baden, Austria; and
of Joma Packaging Doo, Crkvenjak 33, 71260 Kresevo, Bosnia and Herzegovina
(all three of them together, „JOMA“).

1. Application of these General Terms and Conditions of Purchase

Orders placed by JOMA with suppliers shall be based exclusively on these General Terms and Conditions of Purchase in addition to any other written agreements. In the absence of any written agreement to the contrary, these General Terms and Conditions of Purchase shall apply exclusively. The applicability of general terms and conditions and other contract forms of the supplier is expressly excluded.

2. Delivery

- a. The supplier acknowledges that JOMA has a particular interest in the precise and punctual receipt of the goods and therefore insists on full compliance with the order quantities and delivery dates.
- b. After JOMA has sent the order or the framework call-off to the supplier, the supplier shall immediately check whether it can execute the order in full and punctually on the desired delivery date or within the desired period. If the supplier is unable to do so, it must object within 24 hours (interrupted by Saturdays, Sundays and Austrian public holidays) of receipt of the order and propose a possible delivery date to JOMA. If the proposed delivery date or the proposed quantity is accepted by JOMA in writing, the provisions of JOMA's order or call-off order shall otherwise apply.
- c. If the supplier does not object to an order for goods in due time or not at all, the order for goods shall automatically become binding with regard to the ordered articles, quantities and delivery dates. If the supplier nevertheless does not execute this order for goods or does not execute it in full on the agreed delivery date, it shall be in default of delivery. In the event of a delay in delivery, the supplier shall be liable to JOMA, regardless of fault, for all direct and indirect damages (including loss of profit). In the event of a delay in delivery (even a partial delay), the supplier undertakes to pay JOMA a no-fault contractual penalty of 3% of the total amount of the order for each commenced calendar day. In the event of a delay in delivery, JOMA shall be entitled to invoice the supplier for the determined amount of the contractual penalty and (at JOMA's discretion) to offset it against the supplier's claims or to demand payment thereof.
- d. JOMA's right to claim damages in excess of the contractual penalty from the supplier due to delay in delivery (also with regard to partial quantities) or for any other reason shall remain unaffected. Likewise, in the event of a delay in delivery, JOMA shall be entitled - without prejudice to further rights, in particular any claims for damages - to withdraw from the contract without setting a further deadline. This again applies irrespective of whether the supplier is responsible for exceeding the delivery date or not.

3. Payment Terms

- a. The prices stated in JOMA's order or agreed with the supplier are fixed prices. A change during the agreed delivery period is excluded, even in the case of call orders. JOMA does not recognize price adjustment clauses.
- b. In case of doubt, the prices stated by JOMA include the statutory value added tax and are therefore to be understood as gross prices. Changes in tax law or other changes in circumstances shall not entitle the supplier to a subsequent price increase; in particular, fluctuations in exchange rates shall be borne by the supplier. JOMA shall be free to choose whether to pay at the exchange rate on the order date or on the due date.
- c. Unless otherwise agreed, payments shall be made within 30 days with a 5% discount or within 90 days net after receipt of the goods. If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for the calculation of the discount period instead of the date of receipt of the goods. Discounts may also be deducted if JOMA offsets.
- d. Payment may be made by offsetting against JOMA's counterclaims, of which JOMA shall notify the supplier in writing within the aforementioned payment period. Offsetting against JOMA's claims with the supplier's counterclaims or exercising the right of retention is only permitted if the counterclaim or the right of retention has been recognized by JOMA in writing or has been legally established by a court.

4. Warranty, Guarantee Commitments, and Liability for Damages

- a. More detailed information on the type and quality of the goods as well as on certain general conditions of the order shall be set out in the respective specification, which shall be agreed with JOMA in writing. In the absence of such a written agreement, the usually assumed characteristics of the goods, including any product specifications, shall be deemed agreed. With regard to the quality of the delivered goods, the supplier guarantees that the goods have the contractually agreed characteristics, in particular those stated in the order or contract, and are suitable for the contractually intended purpose or for the purpose otherwise known to the supplier. The supplier further guarantees that the goods comply with the applicable Austrian and EU regulations in terms of their composition, quality, packaging and, if applicable, declaration and specification. In particular, the supplier guarantees that the goods comply with the relevant Austrian and EU standards with regard to harmful substances and maximum residue limits, including the relevant ancillary laws and regulations, as well as all regulations issued in this context, in particular those serving consumer protection. At JOMA's request, the supplier shall disclose formulations and manufacturing processes.
- b. The supplier also guarantees that the goods are free from third-party rights, especially that neither third-party ownership rights nor domestic or foreign industrial property rights or other rights exist in the goods. In the event that third parties assert such rights against JOMA, the Supplier shall be obliged to clarify the justification of the asserted claims without delay and shall indemnify and hold JOMA completely harmless in this respect. Without prejudice to any further rights of JOMA, JOMA shall be entitled to refuse acceptance of the goods until the justification of the claims has been clarified, to return goods already accepted to the Supplier at the Supplier's expense and to withhold or demand repayment of the purchase price.

- c. If the goods do not comply with the aforementioned guarantees, JOMA shall be entitled to withdraw from the order without setting a further deadline. Furthermore, JOMA is entitled to demand compensation for damages. This shall apply irrespective of whether the supplier is responsible for the non-compliance with the guarantees. JOMA shall have the same right if only partial quantities are delivered instead of the agreed quantities or if only parts of the deliveries are defective. The applicability of § 377 of the Austrian Commercial Code (*Unternehmensgesetzbuch; UGB*) is expressly excluded.
- d. Irrespective of fault, the supplier shall be liable to JOMA for any damage arising from the defective delivery of goods or any other breach of a contractual or statutory obligation by the supplier, including the costs of recall actions, loss of profit, defense costs and compensation for any potential damage to JOMA's reputation. The damage to JOMA's reputation shall be assumed to be 20% of the other damage incurred by JOMA due to the defective delivery, unless JOMA proves that the damage is higher.
- e. In addition, JOMA shall be entitled to all rights of the Buyer under warranty, in particular those under § 922 *et seqq* of the Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch; ABGB*).
- f. JOMA shall be liable to the supplier for any damages in accordance with legal regulations, whereby liability for slight negligence (with the exception of personal injury) shall be excluded.

5. Inspection Rights

JOMA is entitled to carry out inspections of the supplier's compliance with the contractual provisions during regular operating hours at the production sites of the goods intended for JOMA itself or to have them carried out by authorized third parties. The supplier further agrees to the performance of supplier audits by experts commissioned by JOMA. The subject matter of the supplier audits shall extend to all circumstances relevant to the supply relationship. The costs arising from the supplier audits shall be borne by the supplier. Should the supplier become aware of circumstances that give rise to doubts as to the marketability of the product, it shall be obliged to provide JOMA with immediate clarification and detailed information. If the supplier is not also the manufacturer of the goods, it shall be obliged to extend JOMA's inspection rights to its upstream suppliers and the manufacturer.

6. Duration and Termination of Orders

- a. These General Terms and Conditions of Purchase shall apply for the duration of the business relationship between JOMA and the supplier.
- b. JOMA shall be entitled to terminate or withdraw orders if the supplier's financial circumstances deteriorate, in particular if seizures or other enforcement measures are taken against it which jeopardize JOMA's claims. The same shall also apply in the event that the supplier applies for the opening of insolvency proceedings or such proceedings are opened or their opening is rejected for lack of assets.

7. Assignment of Claims

The assignment of the supplier's claims against JOMA to third parties is excluded without JOMA's express written consent. JOMA is entitled to assign claims against the supplier to third parties.

8. Third-Party Claims and Product Liability

- a. The supplier shall be obliged to indemnify and hold JOMA harmless against any claims by third parties that are attributable to the goods delivered by the supplier.
- b. The supplier shall be obliged to have insurance cover for direct and extended products in accordance with the relevant guidelines of the product liability regulations applicable in Austria and to provide evidence thereof. Additional agreements may be made on the content and amount of the insurance cover in individual cases. In the absence of such a separate agreement, the supplier shall be obliged to have insurance cover in the amount of 20 times the annual turnover achieved by it with JOMA.

9. Choice of Law, Jurisdiction, Place of Performance, and General Provisions

- a. The exclusive place of jurisdiction shall be the competent court for Baden, Austria (*Baden, Österreich*).
- b. The legal relationship between the supplier and JOMA shall be governed exclusively by the law of the Republic of Austria, excluding the conflict of law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods are expressly excluded.
- c. The place of performance shall be the final destination stated in the order. If no final destination is specified in the order, the place of performance shall be Baden, Austria (*Baden, Österreich*).
- d. Should any provision of this agreement be void or ineffective, this shall not affect the validity of the remaining provisions. It is agreed that the void or ineffective provision shall be reinterpreted or supplemented in such a way that the economic purpose intended by the void or ineffective provision is achieved in the best possible way. This shall also apply to any loopholes.
- e. Amendments to these General Terms and Conditions of Purchase and other agreements shall require the written confirmation of JOMA and the supplier.