



General Terms and Conditions of Sale and Delivery (GTC)

of the

**THIMM Group GmbH + Co. KG
THIMM Verpackung GmbH + Co. KG
THIMM Verpackung Süd GmbH + Co. KG
THIMM Display GmbH + Co. KG
THIMM Display Service GmbH**

(hereinafter referred to as: "THIMM")

§ 1

Scope of application, Form

1. These General Terms and Conditions of Sale and Delivery (AGB) shall apply exclusively to all sales and deliveries between THIMM and the customer, who declares to be a business entity according to § 14 BGB (German Civil Code), as well as legal entities under public law and public institutions. These GTC shall not apply to consumers (§ 13 BGB).

These General Terms and Conditions of Sale and Delivery (GTC) can be viewed online at www.thimm.com at any time and can be printed out and saved from there.

2. These GTC apply in particular to contracts for the sale and/or delivery of movable objects ("goods"), regardless of whether THIMM manufactures the goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC shall also govern similar future contracts in the version valid at the time of the buyer's order, or in any case in the version last communicated to the buyer in text form as a framework agreement, without THIMM having to refer to them again in each individual case.
3. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in THIMM's order confirmations take precedence over these GTC.
4. References to the validity of legal regulations serve only for clarification. Even without such clarification, the legal provisions shall apply unless they are directly amended or explicitly excluded in these GTC.
5. Legally relevant declarations and notifications relating to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, remain unaffected.

§ 2

Protective Clause

The GTC shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions or conditions of purchase of the contracting party are hereby explicitly excluded. Such General Terms and Conditions shall only then form part of the contract and shall only apply if they do not contradict the respective General Terms and Conditions of Sale and Delivery (AVB) of THIMM and provided that THIMM has explicitly confirmed the validity.

§ 3

Code of Conduct



THIMM aspires to be an independent and responsible family company. THIMM therefore commits itself to a Code of Conduct, which can be viewed and printed at any time on the Internet at www.thimm.com.

§ 4

Conclusion of the Agreement

1. Offers made by THIMM are non-binding, unless a commitment is explicitly confirmed.
2. The customer's order of the goods shall be considered as a binding offer to enter into a contract. Unless otherwise stated in the order, THIMM is entitled to accept this contractual offer within 5 working days of its receipt by THIMM.
3. Acceptance can either be declared in writing (e.g. by order confirmation) or by delivery of the goods to the customer.
4. Working days in the sense of these General Terms and Conditions are Monday to Friday, excluding public holidays at the THIMM location.
5. Dimensions stated in the supply are inside dimensions indicated in mm in the following order: length x width x height. The technical guidelines and standards laid down by the Verband der Wellpappen – Industrie e. V., Hilpertstrasse 22, 64295 Darmstadt, apply as amended, on the date of signing this contract. They will be submitted to the customer on request.
6. THIMM is entitled to assign without restriction all claims from the business relationship with the customer to third parties.
7. The customer may not assign its claims to third parties without the prior consent of THIMM. The provision of § 354a HGB (German Commercial Code) remains unaffected.

§ 5

Payment

1. Unless otherwise agreed in individual cases, THIMM's prices valid at the time of the conclusion of the contract shall apply, in particular ex warehouse, plus statutory value added tax.
2. The purchase price shall be due and payable within 14 days after invoicing and delivery or acceptance of the goods. However, THIMM is entitled at any time, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. THIMM declares a corresponding reservation at the latest with the order confirmation.
3. The deduction of a discount requires an express agreement in writing.
4. Statutory provisions shall apply in the event of customer default, interest on arrears and any other damages incurred by THIMM due to customer default.
5. If the customer is in default of payment, THIMM
 - a. is not obliged to any further delivery under any kind of services until settlement of the outstanding due invoices and
 - b. is entitled, at its own discretion, to withdraw from the contract or to claim damages instead of the performance of this contract, in case the customer fails to effect payment within 10 days upon receipt of a justified reminder and withdrawal has been threatened in advance.
6. In the case of a sale to destination (§ 6 No. 1), the customer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the customer. If THIMM does not invoice the transport costs actually incurred in the individual case, a fixed transport cost (excluding transport insurance) in the amount of EUR 2.50 shall be regarded as agreed. Any customs duties, fees, taxes and other public charges

shall be covered by the customer.

7. The customer shall only be entitled to a right of set-off if the counter-claims asserted are undisputed or have been recognised by declaratory judgement. The same applies to the assertion of rights of retention, whereby the counterclaim must also be based on the same contractual relationship.
8. If THIMM is storing goods in a warehouse that it has created for the customer specifically, then the customer commits to accept and pay for the warehouse stock at the latest upon the termination of the contract.

§ 6

Delivery, delivery dates, price adjustments, pallets

1. Unless expressly agreed otherwise, delivery shall be ex works (EXW supplier's works as per Incoterms® 2020), which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the customer, the goods shall be sent to another destination (sale to destination). Unless otherwise agreed, THIMM is entitled to determine the type of dispatch itself (in particular, transport company, dispatch route, packaging).
2. Upon sale by destination to a place other than the place of performance, the risk shall be passed to the person entrusted with the shipment of the goods. The transfer is also deemed made, even if the customer is in default of accepting the goods.

Insofar as collection is agreed, the risk passes to the customer upon notice that the goods are ready for dispatch. In the event that collection is not executed on schedule, THIMM is entitled, after fixing a reasonable period, to ship the goods at the customer's expense or store them.

3. THIMM is entitled to deliver in instalments unless this obviously conflicts with the justified interests of the Customer.
4. The following deviations/tolerances which are customary in trade shall be deemed agreed:
 - a. Excessive or insufficient supplies customary in trade as well as partial shipments are permitted, taking into account contractual interests of both parties to an extent reasonable for the customer and in conformity with the relevant trade practice, to a maximum of 500 units = 20 %, 501 –3,000 units = 15 % exceeding 3,000 units = 10 %. The quantity actually supplied each time will be invoiced. In the case of partial deliveries, the excess or shortfall may be distributed between the individual deliveries.
 - b. Excessive or insufficient supplies by THIMM Display and THIMM Display Service up to 10 % of the ordered quantity cannot be objected. The quantity actually supplied shall be calculated. In case of custom-made products of less than 1,000 pieces, the percentage shall be 20 % and 15 % in case of less than 2,000 pieces.
5. THIMM shall not be liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other unforeseen obstacles occurring after the conclusion of the contract and for which THIMM is not responsible (e.g. natural disasters, pandemics, epidemics, governmental or official restrictions due to pandemics and epidemics, riots, acts of terrorism, cyber-attacks, explosions, war, breakdowns of any kind, difficulties in procuring materials or energy, transport delays, industrial disputes (e.g. strike or lockout), shortage of manpower, shortage of energy or raw materials, unforeseen and substantial disruption of transport routes, abnormal, extreme or unusual weather conditions, fire or lockout). (e.g. strike or lockout), shortage of labor, shortage of energy or raw materials, unforeseen and significant disruption of transport routes, abnormal, extreme or unusual weather conditions, fire, floods, earthquakes, storms and/or measures taken by governmental or regulatory authorities in connection with any of the aforementioned events, or the failure of suppliers to deliver or to deliver correctly or on time despite a congruent hedging transaction concluded by THIMM). This shall also apply, if these circumstances occur at the place of THIMM's suppliers' place of business or their subcontractors. In the event of temporary obstacles, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the obstacle plus a reasonable start-up period. If the disruption lasts longer than 6 weeks, both the customer and THIMM shall be

entitled to withdraw from the contract. If the delivery time is extended due to a circumstance described in this clause or if THIMM is entitled to refuse performance due to the circumstances described in this clause and/or if THIMM or the customer is entitled to withdraw from the contract due to these circumstances, the customer cannot derive any claims for damages from this.

6. In case of default of acceptance or any other culpable violation of the customer's duty to cooperate, THIMM is entitled to claim compensation for the resulting damage, including any additional expenses. THIMM reserves the right to assert further claims. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of default of acceptance or other breach of duties to co-operate.
7. If the Goods are delivered on reusable pallets ("Pallets") and/or with cover plates (together "Loading Equipment"), the Customer shall acknowledge receipt thereof. For each delivery of palletised goods, the customer shall return the loading equipment to THIMM or its logistics service provider in the same type and quality as it was received. THIMM shall keep a pallet account for the pallets owned by THIMM or the authorised service provider on behalf of the customer. The customer shall receive a statement of this pallet account upon request.
8. If the pallet account shows a stock of more than one full pallet (33 x 15) (for the EPAL format (800mm x 1200mm) a total of 495 and for the industrial pallet format (1000mm x 1200mm) a total of 390), the customer shall pay THIMM the market price per pallet at the time of invoicing. § 5 No. 1 of these General Terms and Conditions shall apply accordingly.
9. If the pallets are not returned to THIMM carriage paid within one month after delivery and if no case of No. 8 exists, THIMM can demand the usual market price from the customer for the pallets that have not been returned. If the pallets are not returned to THIMM in the same condition (e.g. dirty), THIMM is entitled to charge the customer for e.g. cleaning or repair costs.
10. Deadlines and dates for deliveries and services provided by THIMM are always only estimated, unless a fixed deadline or date has been explicitly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party charged with the transport ("transport company"), unless expressly stated otherwise by THIMM. In the case of a sales shipment, the customer must ensure that THIMM or the transport company can deliver the goods properly on the agreed or promised delivery date during normal business hours. In particular, the customer guarantees that THIMM or the transport company has sufficient delivery slots, delivery times and delivery windows on the delivery date to ensure the proper delivery of the goods.
11. In the event that the economic situation of the customer deteriorates significantly after the conclusion of the contract or if it becomes apparent to THIMM after the conclusion of the contract that the customer's claim for performance from the respective contractual relationship is endangered by the customer's inability to pay, THIMM is entitled, in accordance with the statutory provisions, to refuse performance and to change the agreed method of payment for further deliveries from the entire business relationship with the customer to payment in advance or against security and, in deviation from the individually agreed term of payment, to make existing claims from deliveries already made immediately due and - if necessary - to withdraw from the contract after setting a deadline (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), THIMM may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

A considerable deterioration of the economic situation of the customer is to be assumed when and so long as a commercial credit insurer, in full or in part, refuses cover for the customer's receivables.

12. THIMM is entitled, irrespective of its own contractual and statutory obligations, to have its deliveries and performances provided by third parties.
13. The price is the current price quoted by THIMM at the time of the order. In the event that between the order and the delivery/service there is a significant change in the costs that are decisive for the calculation of the price, i.e. material and manufacturing costs, energy costs, transport costs, collectively agreed wages, taxes and other duties, or in the event of exchange rate fluctuations, currency regulations or customs changes for which THIMM is not responsible, THIMM shall be entitled to adjust the agreed price accordingly at its

reasonable discretion, taking into account the interests of the customer, after timely notification of the customer and before execution of the delivery/service. THIMM may only use increases in one type of cost to increase the price to the extent that they are not offset by decreases in other types of cost. In the event of cost reductions, the prices shall be reduced to the extent that these cost reductions are not fully or partially offset by increases in other areas. THIMM shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards that are less favourable for the customer than cost increases, so that cost reductions have at least the same price effect as cost increases. Insofar as THIMM does not make deliveries within the framework of a continuing obligation, THIMM is entitled to adjust prices for the first time 4 months after conclusion of the contract. In the event of a price increase of more than 10%, the customer is entitled to terminate the contract with a notice period of 10 days, unless the price adjustment was agreed upon at the time of the order. If the customer terminates the contract, the previous prices apply until the end of the contract. The provisions of § 315 BGB shall remain unaffected, in particular the possibility of a judicial review of the price adjustment in accordance with § 315 para. 3 BGB.

§ 7

Warranty for Material Defects

1. The Customer's rights in respect of defects of quality or title (including incorrect and short delivery as well as improper assembly/installation or defective instructions) shall be governed by the statutory provisions unless otherwise provided below.
2. THIMM shall be held liable for specific properties of a packaging with respect to its suitability for a defined use only if warranted in writing. When using and implementing individual THIMM products and services, the customer is required to check carefully whether such use or implementation should indeed be made or whether it may have a damaging impact on its own production and operations.

Public statements, recommendations or promotional statements made by THIMM shall not be understood as a description of the contractual quality of the goods.

3. The customer shall immediately review the articles as well as the pre-fabricated and semi_finished products sent for remedy for their conformity with the agreement. The risk of any defect passes to the customer upon release for printing/approval of the samples, unless the defect occurs or is detected only in the production process following the release for printing/approval of the samples. The above shall also apply to all other approvals through the customer.
4. Any declarations of conformity, quality agreements, or specifications supplied by THIMM do not represent warranties in the legal sense. Any legally binding warranties must be explicitly named as such by THIMM.
5. In the event of complaints, customer has provide to THIMM the required information (e.g. pallet label, batch number, customer order, production order) in order to give THIMM the opportunity to determine the defect. THIMM provides warranty for defects of the goods at its own discretion by repair or replacement. In the case of only an insignificant lack of conformity, in particular in the case of only insignificant defects, the customer does not have the right to withdraw from the contract. THIMM shall not be liable for defects caused by unsuitable or improper use or handling of the goods by the customer or third parties. The same applies to defects caused by normal wear and tear, insufficient maintenance, disregard of operating instructions or unsuitable equipment of the customer.
6. THIMM is generally not liable for defects which the customer knew about or did not know about due to gross negligence upon conclusion of the contract (§ 442 BGB). Furthermore, the customer's claims for defects require that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). In the case of goods intended for further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at a later point in time, THIMM must be notified immediately in text form. In any case, obvious defects must be reported in text form within five (5) working days after delivery and defects not recognisable during the inspection within the same period after discovery. If the customer fails to inspect the goods properly and/or fails to give notice of defects, THIMM's liability for the defect not notified, not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.

7. Claims of the customer for compensation of expenses according to § 445a para. 1 BGB are excluded, unless the last contract in the delivery chain is a purchase of consumer goods (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c S. 2, 327 Para. 5, 327u BGB). The customer's claims for damages or compensation for wasted expenditure (§ 284 BGB) shall only exist in accordance with § 8, even if the goods are defective.
8. THIMM is not liable for deviations customary in trade and for deviations of quality and workmanship which cannot be avoided (trade practice). Evaluation of trade practice and/or technical avoidance is performed on the basis of verification catalogues for corrugated board boxes laid down by the VERBAND DER WELLPAPEN-INDUSTRIE e.V., BERLIN, as well as the DIN standard for corrugated board packaging in its current version, which will be sent to the customer on request, provided that THIMM is entitled to do so.
9. If technical values such as grammages, ECT or BCT values for the products to be delivered by THIMM are determined or stated, negative production-related deviations or tolerances of up to 15% as well as unlimited positive production-related deviations or tolerances up to the respectively stated technical values apply as admissible.
10. Printing of EAN bar codes shall be performed according to state-of-the-art in compliance with the relevant regulations of the CCG.

Further commitments – in particular statements with regard to the reading quality of the cash registers used in the trade – cannot be made due to possible negative influences on the bar codes occurring after leaving our plant and due to the lack of a uniform measuring and reading technique.

11. The warranty period for defects shall be one year from delivery of the goods or, if acceptance is required, from acceptance. This shall not apply in the cases specified in § 8 No. 5 sentence 2 of these Terms and Conditions. The limitation period in the case of a delivery recourse according to § 445b BGB remains unaffected.

§ 8

Limitation on Liability

1. THIMM's liability for damages, regardless of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorised action, is limited in accordance with this § 8, insofar as fault is involved in each case.
2. THIMM shall be held liable without limitation in the event of damage to life, body and health attributable to a wilful or grossly negligent breach of an obligation on the part of THIMM, its legal representatives or vicarious agents, as well as for damage covered by liability under Germany's Product Liability Act and for damages attributable to a wilful or grossly negligent breach of obligation and of a guarantee expressly accepted by THIMM or any breach of data protection.
3. THIMM shall incidentally also accept liability in the event of damage caused by ordinary negligence, but only if this negligence involves the breach of such contractual obligations, of which only their fulfilment enables the due and proper execution of the contract and on which compliance the contractual partner regularly trusts and must trust (significant contractual obligations such as the defect-free delivery of the good). However, THIMM shall accept liability only if the damage is typically associated with the contract and is foreseeable with a maximum of five times the order volume of the relevant order.
4. The liability limitations set out above also apply as far as the liability of legal representatives, executives and other vicarious agents of THIMM is concerned. Any further liability is excluded, irrespective of the legal nature of the asserted claim. To the extent that liability on the part of THIMM is excluded or limited, this also applies to the personal liability of its executives, workers, staff members, representatives and other vicarious agents.
5. Claims for damages become statute-barred after a calendar year as from delivery or acceptance of the goods or fulfilling performance, irrespective of the customer's knowledge of the cause of the damage and/or who caused it. The short statute barred period shall not apply in case of gross negligence or intent on the part of THIMM nor shall it apply in case of physical or fatal injury of persons for which THIMM is liable or any other case if even longer statute-barred period is considered by law.

§ 9

Information on the possibility of returning packaging in accordance with § 15 VerpackG

Customers have the possibility to return used, completely empty packaging in the sense of the German Packaging Act (VerpackG) of the same type, form and size as the packaging put into circulation by THIMM to THIMM free of charge at the actual place of delivery or in its immediate vicinity, provided that it is packaging from goods that THIMM carries in its range of products. In the case of recurring deliveries, the packaging can also be returned to THIMM with one of the next deliveries. The return option is intended to implement the waste management objectives of the Packaging Act. This aims to prevent and reduce the impact of packaging waste on the environment. In order to achieve these objectives, packaging waste should be avoided as a matter of priority and should also be prepared for reuse or recycling.

§ 10

Reservation of Title

1. THIMM reserves title to all goods supplied until full payment has been received from the customer. THIMM also reserves title to the delivered goods until complete settlement of all obligations arising from a current business relationship. This shall also apply, if individual obligations were used for settling current accounts and the balance was accepted.
2. The customer undertakes to duly insure the reserved goods against loss and theft and evidence such insurance to THIMM. The customer hereby assigns in advance its claims arising from the insurance contract to THIMM. THIMM accepts this assignment.
3. The customer is authorized to sell the reserved goods in the ordinary course of business. The customer is not permitted to assign the goods by way of pledging or security. Upon agreeing with these general terms and conditions, the customer assigns all claims arising from the sale of the reserved goods and asserted against its customers including all ancillary rights to THIMM. THIMM accepts this assignment.

The customer acting as trustee for THIMM is authorized to collect the assigned debts as long as the customer fulfils its obligation towards THIMM to pay and has not become insolvent.

4. Should the value of securities exceed the debts to be secured by more than 10 %, THIMM undertakes to make available the securities exceeding by 110%. The choice of securities to be made available are at THIMM's discretion.
5. In case of processing or a combination with other goods not belonging to THIMM, THIMM becomes owner or co-owner of the new item in relation to the value of the goods supplied by THIMM at the value of the other processed items.
6. As soon as the customer is in default of payment and/or insolvent, THIMM is entitled to demand the immediate provisional return of all goods kept under reservation of title, without fixing another time limit and to the exclusion of any existing right of retention.
7. The customer is under the obligation to immediately notify THIMM of any accesses by third parties to the goods subject to the reservation of title and of any other damages to the goods by stating the documentation necessary for an intervention.
8. Printing plates, punching tools and associated drawings (hereinafter: "tools") shall remain the sole property of THIMM, even if the production or procurement is invoiced to the customer in part or in full, unless otherwise agreed between the customer and THIMM. If the contract ends before certain tools agreed to be manufactured by THIMM have been completed, THIMM may invoice the customer for the proportionate manufacturing costs, provided that THIMM had already started the manufacturing process. The customer is obliged to collect these tools from THIMM at its own expense within six months after the last execution of an order in which the tools are used. The parties shall agree on this, also with regard to a possible transfer of ownership, if and insofar as this is necessary. If the customer does not collect the tools within the aforementioned period, THIMM shall be entitled to destroy the corresponding tools without THIMM being obliged to pay any financial compensation to the customer.

§ 11

Protective Rights

1. THIMM reserves its rights of ownership and Intellectual Property Rights and all other rights to any forms, patterns, illustrations, printing plates, drawings or other technical documents it makes available. The customer may only use these in the manner agreed.
2. In case that THIMM makes delivery based on the customer's prescribed requirements or data, the latter shall be responsible that, in connection with the delivery or information, no rights of third parties are infringed. The customer exempts THIMM from the duty to verify the legal position.

Should third parties in this case assert a claim against THIMM with respect to infringing any protective rights, the customer undertakes to exempt THIMM, upon the first written request, from such claims and from all requisite expenses in connection therewith.

§ 12

Place of Performance, Jurisdiction, Data Protection and Applicable Law

1. Place of performance and exclusive jurisdiction for all deliveries and payments, as well as all disputes in connection therewith shall be THIMM's principal place of business or place of the establishment as chosen by THIMM. THIMM is also entitled to file a claim at the customer's place of business.
2. Both parties undertake to treat as strictly confidential all non-public technical and commercial information about the business operations of the other party that is disclosed or becomes known to them in the course of contract negotiations and contract execution, in particular know-how, manufacturing processes, designs, drawings, specifications, samples, models, material compositions, customer and supplier lists, cost information, cost estimates, offers, price calculations, business strategies, company data, market analyses, and similar information and materials ("trade secrets"), even beyond the duration of the cooperation for a further five years after termination, to treat such information as strictly confidential, to use it only for the purposes specified in the contract, to protect it from unauthorized acquisition, use, and disclosure, and not make them accessible to third parties, with the exception of affiliated companies and third parties who may be authorized to participate in the performance of the contract and to whom the parties impose corresponding confidentiality obligations. On the part of the customer, there is in particular a prohibition on the use or disclosure of THIMM trade secrets for the purpose of manufacturing packaging products itself or having them manufactured by other producers.
3. The confidentiality obligation shall not apply to information that was already known to the receiving party or generally accessible prior to disclosure by the disclosing party, or that later becomes known or generally accessible without a breach of confidentiality on the part of the receiving party, or that was demonstrably developed by the receiving party independently of the information disclosed to it under the contract or that came to its knowledge, or for which there is a legal or official or court-ordered disclosure obligation.
4. The parties are prohibited from obtaining business secrets of the other party by observing, examining, dismantling, analyzing, or testing products, information, or objects (reverse engineering). The permission regulated in § 3 (1) No. 2 b) GeschGehG is expressly waived in the relationship between the parties. Both parties undertake to comply with all applicable statutory data protection provisions.
5. The law of the Federal Republic of Germany applies exclusively in its currently applicable version with the exception of conflict rules of international private law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980, as well as other international regulations on sale and service contracts also shall not apply.
6. On request these general terms and conditions of Sale and Delivery will be sent to the customer per email.