



General Terms and Conditions for the Supply of Packaging by Hellmann Worldwide Logistics GmbH & Co. KG

1. Validity

All agreements entered into with us are made exclusively on the basis of our General Terms and Conditions as set out below. These conditions are said to be accepted no later than at the moment in which the buyer receives the merchandise. Any conflicting terms and conditions of purchase existing on the part of the buyer are hereby excluded. These require explicit signed acceptance to be legally valid.

2. Quotation and conclusion of agreement

Quotations are non-binding and remain subject to confirmation. An order is not deemed accepted until confirmed in writing. The same applies to additions, amendments and/or supplementary agreements. Employees are not authorised to enter into oral agreements or make spoken assurances that go beyond the scope of the written agreement or these General Terms and Conditions.

3. Delivery

3.1 Delivery times are counted, unless otherwise agreed, from the date on which our order confirmation is sent. If production samples or similar items are to be examined, the counting of the delivery time is interrupted from the date of delivery of the sample to our premises until the date of issue of our response. If the buyer wishes to make any amendments to the order that may affect the delivery time, the delivery period is counted again from the beginning.

3.2 Deliveries to the buyer or to a shipping address designated by the buyer are carried out exclusively at the buyer's cost and risk.

3.3 The buyer shall be entitled to withdraw from the agreement in the event of delay, but can only withdraw in the event of partial delivery if such partial delivery is of no use to the buyer. Grounds for claiming for loss or damage only exist in cases of wilful intent or gross negligence on our part or that of our vicarious agents or representatives, and they shall be limited to foreseeable claims typical of this situation.

4. Price

Unless otherwise agreed, we are bound to honour the quoted prices for 14 days from their date of issue. The agreement is based on the prices quoted in our order confirmations. Prices for deliveries are quoted ex-works, and are subject to supplements for packing, shipping, carrier's charges and transport insurance premiums if the buyer requests, and we authorise, delivery to an address nominated by the buyer. Value added tax (VAT) at the current rate is not included in the prices, and will be billed as an additional item.

5. Payment

5.1 Unless otherwise stipulated, payment is agreed as strictly net at 10 days. We reserve the right to specify payment in advance in the case of larger orders. A payment is not regarded as complete until the sum in question is at our disposal. Cheques are accepted on account only.

5.2 The withholding of payment or offsetting of possible counterclaims on the part of the buyer is excluded, unless the counterclaim is undisputed or established by law.



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5.3 In the event of payment being delayed, we shall charge interest on overdue accounts at a rate of eight percentage points above current base rate. The right to bring further claims for loss or damage is hereby expressly reserved.

6. Claims due to defects

6.1 Common deviations from the buyer's order will not be taken into account when evaluating the liability for defects of the item purchased.

6.2 Incomplete or incorrect deliveries, along with obvious defects in the items supplied, are to be notified in writing immediately on arrival, and in any case no later than 24 hours after receipt. If the end of this period falls on a Sunday or official holiday, notification must be given on the following working day.

6.3 New items are supplied with a 12-month warranty covering all faults attributable to defective materials or workmanship. The manufacturer should be consulted regarding any further warranty conditions that may apply to the merchandise. The warranty period begins on the date of delivery. Warranty claims may be made by the immediate buyer only, and are not transferable.

6.4 Used items are not supplied with warranties of any kind.

6.5 All warranties shall be voided in the event of failure to follow our operating and/or maintenance instructions, in particular, but not limited to our "Packaging Handling Instructions" or those of the manufacturer, or if modifications are carried out on the products, components are replaced or consumables are used that do not conform to the original specifications. The same applies to defects resulting from the incorrect use, storage or handling of the products concerned.

6.6 In the event of a warranty claim by the buyer, the defective product must be returned or delivered to us for repair, accompanied by a precise description of the defect concerned, copy of the delivery note (if the item was supplied by us) and copy of the invoice.

6.7 We reserve the right to repair any defective item. If the defect persists after various attempts to remedy it, the buyer shall be entitled to reduce the purchase price or withdraw from the agreement.

7. Brand names and copyrights

7.1 The buyer is exclusively responsible for observing any existing rights to brand names or copyrights relating to graphics, texts, company names, lettering and logos, printed material or samples of any kind sent to us by the buyer.

7.2 Copyright and the right to reproduce in any format and for any purpose own diagrams, drafts, trial print runs, samples, etc. remains with us unless there is an agreement with the buyer to the contrary. If the buyer has been assigned the usage or sale rights to a model or prototype, this does not entitle the buyer to reproduce this model or sample either on its own part or that of a third party or parties. Lithographs, dies, printing blocks, etc. also remain our property if they have been produced on the buyer's request for the order concerned and specifically billed accordingly.

7.3 The packaging system utilised by Hellman is protected by a utility module registered with the German Patent und Trademark office under number 20 2006 016 592.4



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8. Compensation for loss or damage

Claims against us for loss or damage of any kind, including indirect consequential loss or damage arising from failure to perform, positive infringement of the agreement, fault related to the conclusion of the agreement, tortious acts and/or subsequent loss or damage are excluded, unless there is wilful intent or gross negligence on our part or that of our vicarious agents or legal representatives, or if the buyer is entitled to bring a claim due to infringement on our part of a material contractual obligation. Claims for loss or damage are limited to foreseeable contractual claims typical of this situation, unless they derive from injury to life, limb or health.

9. Retention of title

9.1 We retain title to the merchandise delivered until payment has been made in full. The right to exercise retention of title shall not be deemed withdrawal from the agreement in the event of any doubt in this respect. We are, however, entitled, after a reasonable time, to dispose by other means of the merchandise subject to retention of title and to supply the second buyer, on payment, subject to a reasonable delivery time. The buyer hereby assigns in advance any and all claims that it might have to the resold merchandise.

9.2 Securities will be released at our discretion if the secured value exceeds 20% of the total value of the claims to be covered.

9.3 The buyer is prohibited from transferring as collateral or security the merchandise subject to reservation. The buyer is to notify us immediately of any assignment of claims or other detriment of rights through third parties. The buyer is allowed to process and sell the merchandise in the normal course of business. As soon as the buyer sells merchandise supplied by us, the buyer shall, until full payment is made of all debts owed to us, assign to us all the buyer's claims along with all ancillary rights arising from the sale with respect to the final buyer. The buyer undertakes to inform us on demand of any assignment of rights to third parties, to supply us with the information required to exercise our rights, and to submit to us all the corresponding documentation.

10. Severability clause

If any individual clause in these General Terms and Conditions should prove to be or become invalid, this shall have no effect on the validity of the General Terms and Conditions as a whole.

11. Place of performance and court of jurisdiction

The place of performance and court of jurisdiction for both parties to the agreement is the city of Osnabrück (Germany).



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