

General Terms and Conditions of Sale

[hereinafter referred to as "GTC"]

Status: June 27, 2025

1. GENERAL, SCOPE OF APPLICATION

- 1.1 These GTC shall apply to all business relations between us, Carl Kühne KG (GmbH & Co.) and our affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) and our customers (hereinafter: "Buyer"). The GTC shall apply to all deliveries and services. The GTCS shall only apply if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)) or a legal entity under public law. Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.2 Our GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, in particular even if the Buyer refers to its contractual terms and conditions in the context of the order and we do not expressly object to this.
- 1.3. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCS. Subject to proof to the contrary, the content of such agreements shall always be governed by a written contract or our express written confirmation.
- 1.4 Legally relevant declarations and notifications by the Buyer (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written in this sense includes written and text form (e.g. letter and e-mail). Statutory formal requirements remain unaffected.

2. CONCLUSION OF CONTRACT, PASSING OF RISK, PRICE

- 2.1 Orders are only accepted by our written confirmation or by execution. Our offers and prices are subject to change. The order of the goods by the Buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 10 (ten) working days of its receipt by us.
- 2.2 A minimum order value of EUR 2,500.00 (net invoice value) applies. If orders fall below this value, we will charge the buyer a minimum quantity surcharge of EUR 75.00 per pallet in addition to the order value.
- 2.3 Orders placed by the Buyer can only be transmitted to us by EDI or e-mail. We do not accept any other form of order receipt.

2.4 Unless otherwise agreed, the prices valid on the day of conclusion of the contract plus statutory VAT shall apply. Delivery shall be EXW from our respective delivery facility, which is also the place of performance for deliveries and any subsequent performance (EXW in accordance with ICC INCOTERMS 2020). The collecting means of transport must be suitable to take the goods and have appropriate load securing. Otherwise, we reserve the right to refuse the means of transport at the expense of the party responsible for transportation.

3. TERMS OF PAYMENT, OFFSET AND RIGHT TO RETAIN

3.1 The prices are due and payable within of 14 (fourteen) days from the invoice date and delivery. However, we are entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare such a reservation at the latest with the order confirmation.

3.2 The Buyer shall be in default of payment upon expiry of the payment period. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default.

3.3 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract.

3.4 The Buyer shall only be entitled to set-off and retention rights to the extent that the claims have been legally established or are undisputed.

4. DELIVERY DATE, PARTIAL DELIVERY, DELAY IN DELIVERY

4.1 Delivery dates and deadlines are only binding for us if we have confirmed them in writing.

4.2 In the event of force majeure and other unforeseeable extraordinary circumstances for which we are not responsible (e.g. war, blockade, fire, strike, lockout, operational disruptions, disrupted supply chains, epidemics and pandemics, shortages of raw materials/auxiliary materials, energy/water supply difficulties or official intervention) - even if they occur at upstream suppliers - we shall be entitled to extend the delivery period to a reasonable extent or to withdraw from or terminate the contract in whole or in part. As far as possible, we shall inform the buyer immediately of the occurrence of such events. If the delivery period is extended or if we are released from our delivery obligation, the buyer cannot derive any claims for damages from this.

4.3 We are entitled to make partial deliveries insofar as they are reasonable for the Buyer. In the event of partial delivery, the buyer may only withdraw from the entire contract if he can prove that the partial fulfillment of the contract is not economically viable for him .

4.4 The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required. In the event of a delay in

delivery, the buyer shall only be entitled to withdraw from the delayed part of our performance - except in the case of absolute fixed-date transactions - after the expiry of a grace period of at least three (3) weeks to be set by the buyer.

4.5 If we are in default of delivery, the Buyer may demand lump-sum compensation for the damage caused by the delay. The liquidated damages shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but shall not exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has not suffered any damage at all or only significantly less damage than the above lump sum.

4.6 The rights of the Buyer pursuant to Section 0 of these GTCS and our rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance), shall otherwise remain unaffected.

5. LOANED PROPERTY

5.1 Packaging or materials made available to the Buyer free of charge as part of the deliveries (hereinafter referred to as "Loaned Goods") shall remain our property. The Buyer is obliged to return returnable packaging immediately and at its own expense. If the return does not take place within sixty (60) calendar days after delivery, we shall be entitled to refuse to take back the goods at a later date and to demand compensation instead. The same shall apply in the event of damage to or loss of loaned goods.

5.2 Upon delivery on Euro or H1 pallets, the same number of exchangeable pallets must be returned step by step, with the same brand and in the same quality class (i.e.: new, A and B). Alternatively, original DPL bills will be accepted as a 1:1 settlement of the Euro pallet debt. For non-returned or defective Euro or H1 pallets, the replacement value will be invoiced at. In all cases, pallets are returned at the risk of the buyer.

5.3 An exchange of pallets, both Euro and H1 pallets, is not possible in the following countries: Bosnia and Herzegovina, Bulgaria, Denmark, Estonia, Finland, France, Greece, Great Britain, Ireland, Croatia, Latvia, Lithuania, Norway, Poland, Portugal, Romania, Sweden, Switzerland, Serbia, Slovakia, Slovenia, Spain, the Czech Republic and Hungary, as well as all EU third countries. These are non-exchange pallet countries.

6. WARRANTY, INCOMING INSPECTION AND DUTY TO COMPLAIN

6.1 The statutory provisions shall apply to the Buyer's rights in the event of material defects and defects of title, unless otherwise specified below.

6.2 The basis of our liability for defects is the agreement made on the quality and the intended use of the goods. All product descriptions that are the subject of the contract or were made public by us at the time of conclusion of the contract shall be deemed to be an agreement on quality.

6.3 In addition, the Buyer's warranty claims for defects presuppose that he has complied with his statutory

obligations to inspect and give notice of defects (Section 377 German Commercial Code (HGB)). If a defect becomes apparent upon delivery, inspection or at a later point in time, the Buyer must notify us of this defect immediately in writing. In any case, must be notified in writing of obvious defects within five (5) working days of delivery and defects not recognizable during the inspection within five (5) working days of discovery.

6.4 Damaged, unordered or missing packages must be noted on all copies of the delivery documents and signed by the recipient and transport driver. The completed and signed delivery documents must be sent to us, Central Order Processing, without delay.

6.5 The transport driver is not entitled to make or accept any further declarations on our behalf. Should the transport driver - for whatever reason - nevertheless make further declarations, these shall have no legal effect vis-à-vis us.

6.6 If the delivered goods are defective, we can choose whether we provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods for inspection purposes.

6.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs arising from the unjustified request to remedy the defect if the Buyer knew or could have recognized that there was in fact no defect.

6.8 The Buyer shall only be entitled to claim damages or compensation for futile expenses in accordance with the provisions of sections 8 and 9, even if the goods are defective.

7. RETENTION OF TITLE

7.1 We shall remain the owner of the delivered goods until all claims to which we or a company affiliated with us are entitled now or in the future, regardless of the legal grounds, including the respective balance claim from any non-property or genuine current account, have been settled.

7.2 The goods subject to retention of title may not be pledged to third parties or transferred as security until the secured claims have been paid in full. The buyer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. through seizures) gain access to the goods belonging to us.

7.3 Until revoked, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

7.4 The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods. If, in the event of processing, mixing or combining with goods of third

parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

7.5 The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment.

7.6 The new items shall be stored by the Buyer for us free of charge and with due commercial care.

8. LIABILITY

8.1 Unless otherwise stated in these GTCS, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 We shall be liable for damages within the scope of fault-based liability in cases of intent and gross negligence.

8.3 In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability, for

(i) for damages resulting from injury to life, body or health,

(ii) for damages arising from the breach of a material contractual obligation, i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. In this case, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.4 The above limitations of liability shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims under the German Product Liability Act (ProdhaftG).

9. STATUTE OF LIMITATIONS

9.1 Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases.

9.3 The Buyer's claims for damages arising from intent and for damages resulting from injury to life, limb

or health and under the German Product Liability Act shall lapse exclusively in accordance with the statutory limitation periods.

10. CODE OF CONDUCT FOR BUSINESS PARTNERS

The Business Partner Code of Conduct of Kühne KG applies to the business relationship between us and the Buyer - in its current version available <https://www.kuehne-international.com/compliance/code-of-conduct-partners>. The Code of Conduct for Business Partners is an integral part of the underlying contract, the Buyer is obliged to know and comply with this Code of Conduct.

11. PLACE OF PERFORMANCE, APPLICABLE LAW AND JURISDICTION

11.1 The place of performance for payments is Hamburg.

11.2 These GTCS and the contractual relationship between the Buyer and us shall be governed by the law of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG / UN Sales Convention).

11.3 If the Buyer is a merchant within the meaning of the German Commercial Code, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Hamburg. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.