GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

I. Defence clause / scope of application

1. We supply items from our commercial and manufacturing programme (hereinafter: goods) only subject to the following conditions. Deviating, conflicting or additional conditions of the customer require our express consent. Even if we do not contradict the customer terms and conditions mentioned in the order, this is not considered consent.
2. These conditions apply only to entrepreneurs who are acting in the exercise of their commercial or independent professional activity at the time of conclusion of the contract and to legal entities under public law.

II. Quote / order / self-delivery

1. Our quotations are without obligation and non-binding. However, the customer is bound by its order for two weeks, which is considered a binding contract offer.
2. Orders are not accepted until we have confirmed them in writing; receipt of an invoice by the customer or the execution of the delivery shall be deemed confirmation.
3. The conclusion of the contract is subject to the correct and timely self-delivery by our suppliers. This only applies if we are not responsible for our non-delivery - we have concluded a congruent hedging transaction in particular - and we inform the customer immediately of the unavailability of the goods and refund the payment already provided immediately.

III. Prices / price reservation / foreign currency / risk bearing / offsetting / quantity deviations, among other topics

1. The price information is in EURO excluding statutory VAT, which is calculated and shown separately. Discounts are only granted in the event of a separate agreement.
2. Due to price fluctuations in our purchasing, certain goods are subject to special price reservation regulations (which are sent to the customer upon request and can be found on www.gueltig.de/meta/agb). We also point this out in our offers, order confirmations, price lists and on the website.
3. Unless otherwise agreed with the customer in individual cases, our deliveries are generally made with CIP INCOTERMS 2020. The place of delivery of the goods is Heilbronn; the named place of destination is the place specified in the order, otherwise the registered office of the customer.
4. A right of the customer to offset or exercise rights of retention exists only if the counterclaim is undisputed, ready for decision or legally established. This does not apply to the customer's rights of retention and other counter-rights due to defects in the goods.
5. If it becomes apparent after conclusion of the contract that our purchase price claim is endangered by the lack of performance of the customer, our rights are governed by Section 321 of the German Civil Code (BGB). In addition to the rights pursuant to Section 321 BGB, we have the right to demand payment from the customer either on a contemporaneous basis against our delivery or as an advance payment.
6. We reserve the right to deliver additional or reduced quantities up to a maximum of ± 10%, insofar as this is reasonable for the customer, and calculate the price accordingly. If reasonable for the customer, we are also entitled to partial deliveries, which we invoice the customer for separately.

IV. Delivery deadlines / print release / delay / withdrawal

1. If no specific delivery dates or deadlines have been agreed with the customer, these are non-binding. However, binding delivery deadlines also do not start before clarification of all financial and technical questions from the customer, in particular not before receipt of the customer's print template in accordance with No. 2 sentence 1 - and not before a release in accordance with No. 2 sentence 2. Our delivery obligation is also suspended as long as the customer is in arrears with a not insignificant payment.
2. The customer is obligated to describe to us in writing or in text form how the goods are to be printed (print template). If the customer wants a printing plate, we will produce a final artwork from this and forward it to the customer, which the customer must release. Simple set prints (numbers and letters only) are not checked by us and do not have to be released by the customer.
3. We will only be in default if the customer has warned us in writing or in text form after the due date of our delivery.
4. If we do not deliver or do not deliver in full, the customer can only request compensation for damages instead of the (whole) performance – or reimbursement of futile expenses – if the customer has previously set us a reasonable deadline in writing or in text form for performance together with a threat of damages (but this does not mean the customer loses his right to the performance). This does not apply if a deadline set in accordance with Section 323 para. 2 BGB is unnecessary. Otherwise, the damages are based on the (whole) performance – or reimbursement of futile expenses – according to VII. No. 3.
5. If we do not deliver in a timely manner, the customer may withdraw according to the statutory provisions (Sections 323, 324 BGB), but only after the expiry of a reasonable period set by the customer in writing or in text form and only if we are responsible for the delay (a reversal of the burden of proof to the detriment of the customer is not associated with this).

V. Retention of title

1. We reserve ownership of the goods until the complete and final fulfilment of all claims arising from the purchase contract, including all claims arising from an ongoing business relationship.
2. The customer is revocably authorised to continue using or selling the goods within the scope of his ordinary business transactions. In the latter case, he already assigns to us all claims in the amount of his invoice - but at most in the amount of our claim against the customer; we accept the assignment. The customer is authorised to collect the receivables himself. We may collect the receivables ourselves and revoke the authorisation if the customer is in default.
3. We undertake to release the goods subject to retention of title or claims assigned pursuant to No. 2 at the request of the customer, subject to selection, to the extent that the security value of the goods subject to retention of title or claims assigned pursuant to No. 2 exceeds our purchase price claim. The security value corresponds to the amount of the purchase price minus 10% for recycling losses and costs. The release takes place by transfer or reassignment.
4. In the event of late payment, we may
   a. demand the surrender of the goods subject to retention of title after an unsuccessful further reminder; however, the surrender request is not deemed to be a withdrawal from the contract;
   b. or withdraw from the contract with the customer and demand the surrender of the goods under retention of title.
5. In the event of garnishments, confiscations or other orders of third parties, the customer must inform us immediately.

VI. Processing and defects of the goods

1. The goods are free of defects if they correspond to the agreed quality.
   a. The agreed quality for custom made products results exclusively from the descriptions of the customer, in other cases exclusively from our general product descriptions in brochures, on the website, etc.
   b. Characteristics that the customer could expect based on public statements by third parties are not part of the agreed quality.
2. **The customer must observe the following information: Bar top corks and barrel stoppers are suitable for upright standing storage only. In addition, the processing instructions (for natural cork stoppers, bar top corks and barrel stoppers as well as screw caps) must be observed at www.gueltig.com or www.gueltig.de! If requested, we will attach them to the**

invoice or shipment.

3. If the goods have a defect, we will remedy it at our discretion by eliminating it or resupplying the goods (subsequent fulfilment), which we are entitled to do twice. The buyer is obliged to allow us – if we request this – to inspect the goods, including through third parties. In the time between our request and our declaration that the defect is not present or it is eliminated or our refusal to eliminate the defect, the limitation period pursuant to No. 8 is suspended.
4. If the subsequent fulfilment fails, the customer is entitled to reduce the purchase price or – but only in the case of significant defects – withdraw from the purchase agreement.
5. Section 377 of the German Commercial Code (HGB) applies if the customer is a businessman, with the proviso that a defect notification pursuant to Section 377 para. 1 or para. 3 HGB must be made in writing or in text form and at the latest within seven working days.
6. The limitation period for all contractual rights of the customer due to defects (warranty period) is one year from delivery of the goods. This does not apply in case of intent or gross negligence, in case of bad faith, in case of – exceptionally – guarantees taken over, or in case of injury to life, body or health for which we are responsible. The limitation period in the case of our non-contractual liability for defects results from VII. No. 4.

VII. Liability / statute of limitations

1. For non-contractual claims due to defects, for contractual claims due to consequential damage of defects and for claims arising from default, other breaches of obligations arising from the debt relationship and from tort:
   a. In the cases of VI. No. 8 sentence 2, our liability is not limited.
   b. The following applies to other damages:
      - In the case of the slightly negligent breach of fundamental contractual obligations (obligations which constitute conditions sine qua non for proper performance of the contract, and on the fulfilment of which the customer may regularly and justifiably rely), our liability is restricted to compensation for foreseeable and typically occurring damages.
      - In the event of a slightly negligent breach of non-fundamental contractual obligations (no cardinal obligations), our liability is excluded.
2. We are not liable for damage due to non-compliance with the instructions according to VI. No. 2.
3. For all claims against us, the regular limitation period is one year; it starts at the end of the calendar year in which the claim arose and the customer was aware of the facts of the claim or would have to have been aware of them without gross negligence. The limitation period irrespective of knowledge for claims for damages is five years. This does not apply
   a. for legally established claims, including from court settlements, deeds and extracts from the insolvency table;
   b. for contractual claims due to defects; in this respect, the warranty period and its start in accordance with VI. No. 8 continues to apply;
   c. in the cases of VI. No. 8 sentence 2.
4. Our liability and the limitation period under the Product Liability Act remain unaffected.

VIII. Jurisdiction and applicable law

1. If the customer is a businessman, legal entity under public law or a special fund under public law, the exclusive place of jurisdiction is Heilbronn, Federal Republic of Germany. However, we are also entitled to file a lawsuit in the general or special jurisdiction of the customer.
2. German law applies to our business relationships with the customer. However, the United Nations Convention for Contracts on the International Sale of Goods (CISG) does not apply.

IX. Price proviso:

1. In view of the current price dynamics and the supply problems in the procurement of aluminium and products consisting of or containing aluminium, we (Heinrich Gültig Korkwarenfabrication GmbH) cannot rule out price fluctuations for screw caps made of or with aluminium (hereinafter referred to as “goods”). The prices for screw caps made of or with aluminium included in our offer are calculated on the basis of our purchase prices at the time of the offer. We have a right to adjust the price, given the following prerequisites:
2. The delivery of the goods takes place later than four months after our offer leading to the conclusion of the contract. Times in which we have been late with delivery do not count.
3. Our purchase prices have changed due to circumstances which are outside of our possible or reasonable control (e.g., due to exchange rate fluctuations, currency regulations, customs rate changes, changes in material or manufacturing costs or prices of our suppliers) which were not reasonably foreseeable at the time of conclusion of the contract (i.e., increased or decreased), namely to an extent that changes (i.e., increases or decreases) the purchase prices for us by at least 5%.
4. Under conditions 1. and 2., we are entitled to adjust the price to the appropriate extent at our reasonable discretion; however, an increase in the price must not lead to an increase in the profit for us.
5. Conversely, we agree, insofar as the above prerequisites have been met, to reduce the price if our purchase prices are reduced and you, as the customer, request a reduction in the price at your reasonable discretion. However, the reduction in price must not lead to a reduction in profit.
6. We will notify you as the customer within a reasonable period of time after becoming aware of the change and at the latest 10 calendar days before delivery of the goods, stating the changed price, the time of the order, and the reason for the change, and – at your request – providing the invoice of our supplier or other documents suitable to serve as proof. You, as the customer, may request the submission of such documents in order to be able to check your right to a price adjustment.
7. The change in the price becomes effective – insofar as the conditions for the price adjustment are met – upon receipt of the notification by the respective other party (e.g., you as the customer).
8. As the customer, you are entitled to a right of withdrawal if the price adjustment made by us according to this regulation results in the price of the goods being increased by more than 50% than originally determined at the time of conclusion of the contract.
9. Other rights of the parties – e.g., due to force majeure or omission or disruption of the business basis – remain unaffected.

Heinrich Gültig Korkwarenfabrikation GmbH, Heilbronn, January 2023