Terms and Conditions for the Purchase of Goods and Services of Meier Verpackungen GmbH, Hohenems, Austria (hereinafter: Meier)

1. Scope of application

1.1 These Terms and Conditions (hereinafter "Terms") are applicable to all orders and contracts where Meier is customer, buyer or party ordering a work. These Terms shall also apply to all future transactions.

1.2 Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to the legal relationship between Meier and the contractual partner. Any deviating, conflicting or supplementary general terms and conditions of the contractual partner shall only become part of the contract if Meier has expressly agreed to their validity in writing. This requirement of consent shall also apply if Meier accepts the contractual partner's deliveries or services without reservation in the knowledge of the contractual partner's general terms and conditions. In the event of contradictions between the general terms and conditions of both parties, the following order of priority shall apply: (1) the written agreements of the parties in individual cases (in particular the contract and the order), (2) these General Terms and Conditions of Purchase of Meier, (3) the statutory provisions.

1.3 The contracting party acknowledges in the context of any supply or service the exclusive application of these Terms and Conditions for the Purchase of Goods and Services.

1.4 Any agreements we have made with the contracting party in writing in a particular case shall prevail over these Terms.

2. Purchase orders

2.1 Meier shall be bound by its purchase order only if it was placed in writing (by letter, e-mail, fax, computerized system). The supplier shall confirm every purchase order without delay by returning a signed copy of the purchase order via fax, post and/or computerized system to Meier. Meier is bound to her written orders for a maximum of 14 days. By accepting a purchase order, the supplier declares that he has thoroughly examined the data and information received from Meier and verified and confirmed the accuracy and completeness thereof. The supplier is obliged to promptly and clearly notify Meier in writing of any desired changes in a purchase order. Purchase order changes shall be deemed to have been executed only if Meier expressly approves these in writing.

2.2 Any aids attached to inquiries made or orders placed by Meier, such as drafts, illustrations, drawings, calculations, data, samples, forms, models, plates, printing tem-plates, patterns, specimens and other documents and information will remain the sole property of Meier and may be used by the contracting party only for Meier's purposes and may not be made available to third parties. These aids shall be re-turned to Meier without request not later than along with the invoice or at any time at Meier's request at the contracting party's cost and expense. The risk of accidental loss of or damage to these aids shall be borne by the contracting party until these aids are returned.

2.3 Meier does not pay a remuneration for the preparation of offers, offer documentation and projects. By accepting a purchase order, the contracting party declares that it possesses any information, data, descriptions, specifications and the like necessary to execute a purchase order.

3. Delivery/service

3.1 Delivery/service date shall be the date indicated by Meier, on which the ordered goods, including all transport, customs and accompanying documents, shall be delivered to the point of delivery, or on which the service shall be provided at the point of performance.

3.2 Meier may refuse to accept any early or late delivery/service and return or put the goods into its own or into third-party storage for the contracting party's account and risk. In urgent cases, Meier may withdraw from the contract without granting a grace period.

3.3 If the contracting party is aware that any delivery/service cannot be delivered/provided, in whole or in part, in due time, the contracting party shall immediately notify and inform Meier when the delivery/service will take place/be provided (new delivery/service date). Meier may either withdraw from the contract after an appropriate deadline or accept the new delivery/service date. In urgent cases, Meier may withdraw from the contract without granting a grace period.

3.4 Even if a service can be divided, Meier may withdraw from the entire order.

3.5 Meier may unilaterally cancel parts of the agreed scope of services even after conclusion of the contract. In this event, the compensation shall be reduced by the share attributable to the cancelled portion of the order.

3.6 Any delivery/service shall be deemed to have been fully supplied/provided if the contracting party has handed over to Meier all agreed or customarily expected documents (e.g. invoices, freight documents, certificates of origin, declarations of conformity, documentation) on the delivery/service date. The compensation is payable only if these documents were delivered. The contracting party will hold harmless and indemnify Meier for and against all claims enforced by third parties, including but not limited to Meier customers or authorities, vis-à-vis Meier, because the contracting party did not hand over an agreed or customarily expected document on the delivery/service date or because any such document was incomplete.

3.7 The contracting party shall immediately provide any information to Meier which Meier or a customer of Meier needs to prove to any party whatsoever compliance with statutory or other provisions. Declarations of conformity in line with the European Union's current position shall be produced for goods suitable for direct food contact. Especially Regulations 2025/40, 1907/2006, 1935/2004/EG, 1272/2008, 450/2009, 10/2011/EG, 2022/1616 & 2023/2006/GMP as well as Directive 94/62/EC and 84/500/EWG, as amended, are basic prerequisites. That information includes especially any documentary evidence of tests, calculations and analyses and the related results. For goods covered by the Deforestation Regulation (EU) 2023/1115, documentation must be submitted in accordance with the relevant version of the Regulation.

3.8 In case of default, Meier may demand an immediately payable penalty equal to 1% of the order sum for each commenced week of default, but not more than 10%. Any

additional loss shall be compensated.

3.9 Reservation of title may not be enforced vis-à-vis Meier.

4. Transport

4.1 (1) The contracting party shall comply with the shipping regulations of Meier and those of the forwarding agent or freighter. The shipping documents must state the purchase order number and the purchase order date.

The contracting party shall note particularly the following:

a.) Meier cannot accept goods to be unloaded laterally.

b.) Deliveries can be made only during the following times:
- Monday through Thursday 7.30 a.m. to 3 p.m.
- Friday: 7.30 a.m. to 11 a.m.
- Goods cannot be delivered on public holidays.

c.) Each delivery must be accompanied by a delivery document (to be handed over to Meier) which shall contain in particular the following information:
- Address/destination, date and purchase order number
- Quantity expressed as packaging unit (number of units)
- Number and labelling of packages
- SSCC
- EAN 128
- Labelling must be clearly visible in or on the core.
- Furthermore, any over-packaging of spools must be clearly marked.

d.) Dustproof foil (stretched) must be used for over-packaging.

e.) The supplier shall be responsible for all disadvantages and costs caused by the fact that purchase order number and reference are not included in the shipping documents to be handed over to Meier.

f.)
- Deliveries must be notified to Meier at least 2 hours in advance
- The contracting partner and its carrier, respectively, shall strictly comply with all safety regulations at the place of unloading.
- The contracting party and its carrier, respectively, shall use new light-colour pallets (at least category A in case of EU pallets).
- The means of transport used shall be clean, dry and in satisfactory hygienic condition (especially free of dirt, humidity, odour, pests etc.). Whenever other goods are additionally loaded, any hazard to and/or contamination of the goods shall be reliably excluded. The contractual goods must not be stored directly on the floor of the vehicle, including but not limited to lorries, under any circumstances.

4.2 Goods will be shipped for the account and at the risk of the contracting party, who shall also bear all costs of insurance and packaging.

5. Place of delivery/service, transfer of risk

5.1 Place of delivery/service (Place of performance) shall be the Meier establishment for which the delivery/service is intended. Unless otherwise agreed, this is the factory of Meier at 8200 Albersdorf (Austria). DDP (Delivered Duty Paid) Alberdorf or another location specified by Meier shall apply.

5.2 The risk will transfer only after the goods were unloaded at the place of delivery or the service was provided at the place of performance.

6. Prices, Invoice and Payment

6.1 Prices are fixed prices and include all expenses arising for the complete provision of the supplies/services including transport costs and customs duties.

6.2 Invoices shall state Meier's purchase order number as a prerequisite for payment.

6.3 If any delivery/service is defective, Meier may withhold payment until full performance.

6.4 Provided that supplies/services are defect-free and properly invoiced, payment will be made within 30 days after receipt of the invoice with 3 % cash discount or within 90 days without deduction, unless otherwise agreed.

6.5 Default interest is charged at a rate of 4% p.a.

7. Warranty

7.1 The contracting partner guarantees that the delivery/service corresponds to the agreement, has the usually expected characteristics, complies in particular with all pertinent regulations , especially in the country of destination (see § 3 (8)) and corresponds to the state of the art in science and technology on the delivery date. The contracting party is aware that the contractual goods are used throughout the world especially in the food industry and for packaging for shipping. The contractual goods must therefore ensure a safety level which can be expected in consideration of all circumstances, in particular regarding the display of the product, the use of the product which can reasonably be expected, and the time at which the product is put on the market.

7.2 The contracting party shall independently verify the quality and quantity of its sup-plies/services. Any obligation of Meier to examine the goods and to notify defects does not exist and is expressly contracted out.

7.3 Notwithstanding any other claims of Meier, at Meier's election, the contracting party shall take corrective action to rectify defects within a reasonable time or grant Meier a price reduction.

7.4 In urgent cases, even without setting a grace period or without the possibility of granting rectification/replacement, Meier may independently take or appoint third parties to take corrective action. All related costs will be borne by the contracting party.

7.5 Notwithstanding longer legal or contractual deadlines, the warranty period for defects of quality is 36 months from the day of the transfer of risk (§ 5 (2)). The warranty period for hidden defects shall commence not until after those defects are identifiable. Defects in title shall be governed by the legal provisions. The presumption rule in Section 924 of the Austrian Civil Code (ABGB) is extended to the duration of the warranty period (36 months).

8. Property rights

The contracting party warrants that the goods supplied/service provided do/does not in-fringe upon any rights of third parties, including but not limited to patent rights,

design rights, trademark rights and copyrights, and the contracting party will hold harmless and indemnify Meier for and against any such claims enforced due to an infringement of these rights. The contracting party shall also reimburse Meier for all costs arising in connection with an infringement of such rights. When defending claims enforced by third parties, the contracting party shall provide the best possible support to Meier and provide Meier immediately with any information which is needed and/or desired.

9. Confidentiality

The contracting party shall keep confidential the business relationship with Meier and any information received from Meier, including but not limited to information about Meier, its distributors and/or customers; that information shall be kept confidential also after performance of this contract.

10. General Compensation

10.1 The contracting party is liable to Meier for all disadvantages arising from a breach of the contract, including but not limited to disadvantages from late or defective delivery/service including lost profits. This liability also covers any supplies/services of subcontractors and up-stream suppliers. The contracting party shall also bear all costs that may arise in connection with any recall campaign. Meier may enforce claims from product liability even if Meier uses the delivery/service predominantly in its business.

10.2 At Meier's request, the contracting party shall purchase product liability insurance with cover of at least EUR 1,000,000 and for a period of at least three years from the delivery/service. Upon Meier's request, the contracting party shall produce documentary evidence to prove such insurance. The contracting party shall also ensure that it is able to satisfy product liability claims, and the contracting party shall purchase corresponding insurance at its own expense and produce documentary evidence to Meier. In this context, the contracting party is aware that the contractual goods will be used in different countries around the world and must comply with local provisions, including but not limited to product liability regulations, and must therefore meet adequate product safety standards.

10.3 The contractual partner is solely responsible for complying with all customs and tax obligations.

11. Product liability and damage to reputation

11.1 If claims are made against Meier by third parties – in particular buyers, customers or authorities – due to defects in the products delivered by the contractual partner or due to negligent conduct or omissions on the part of the contractual partner, the contractual partner undertakes to indemnify and hold Meier harmless in full. This applies regardless of whether the damage occurred directly to Meier or to the third party.

11.2 The contractual partner's obligation to pay compensation extends in particular to:
- direct and indirect damage caused to third parties by the products or the conduct of the contractual partner,
- damage to the reputation or image of third parties attributable to the delivery of the contractual partner,
- all costs of legal defence, out-of-court settlement or damage assessment,
- loss of sales, consulting expenses, communication costs and other economic disadvantages,
- as well as lump-sum damages in connection with media coverage, whereby the fivefold advertising rate of the media concerned (based on the time or period, space and/or frequency of the coverage) shall be used to calculate the damage.

11.3 Meier is not required to provide detailed evidence in the event of recourse. It is sufficient for Meier to prove that it has been held liable on the basis of the contractual partner's delivery. The amount of damage can be proven by providing a plausible explanation.

11.4 The contractual partner shall also be liable for all costs arising from or in connection with recalls, retrofits or modifications carried out to prevent further damage (§ 11 (1) and (2)), regardless of whether these measures were initiated by Meier itself or by a third party.

11.5 Liability expressly includes lost profits, consequential damages and pure financial losses, insofar as they are attributable to a breach of duty by the contractual partner.

12. Change of materials etc.

The contracting party shall automatically notify Meier in advance by written notice if there is any change of materials, production processes, sub-suppliers and sub-supplier parts. The contracting party may change materials, production processes, suppliers, specifications and supplier parts only with Meier's prior written consent. Prior to any such change, Meier may timely call off the delivery/service, for the last time, at agreed and otherwise reasonable prices. In case of changes of materials, the contracting party shall unsolicitedly submit a new declaration of conformity to Meier.

13. Production control

Meier itself or third parties appointed by Meier may inspect the production at the contracting party's factory. The costs of inspection shall be borne by the contracting party, the personal costs of Meier's inspector shall be borne by Meier. Meier's inspection has no binding effect and does not release the contracting party in any manner whatsoever from its responsibility and obligations.

14. Venue and governing law

14.1 All legal relationships between Meier and the contracting party shall be governed by and construed in accordance with Austrian substantive law, to the exclusion of the UN Sales Convention.

14.2 If the contracting party is domiciled in the European Union or in an EFTA state, exclusive jurisdiction for all disputes arising out of or in connection with the contractual relationship between Meier and the contracting party, including but not limited to disputes relating to these Terms, shall be at 6800 Feldkirch, Austria. If the contracting party is domiciled outside the European Union or EFTA, all disputes arising out of or in connection with the contractual relationship between Meier and the contracting party, including but not limited to disputes relating to these Terms, shall be referred to the International Arbitral Centre of the Austrian Economic Chamber in Vienna (Vienna Rules). The language to be used in the arbitral proceedings shall be German. The place of arbitration is Vienna. Notwithstanding the jurisdiction of the arbitral tribunal, a party

may apply for interim or protective measures with a national court, and a court may order these measures prior to or during arbitration proceedings. However, in all cases, Meier may sue the contracting party also before another court having jurisdiction for the contracting party.

15. Miscellaneous/Final provisions

15.1 Meier may set off receivables not yet due against any receivables, whether or not due, from the contracting party. Furthermore, Meier may set off receivables, whether or not due, of other entities of the Meier group from the contracting party, against the contracting party's receivables, whether or not due.

15.2 Meier may withdraw from the contract if insolvency proceedings are opened in respect of the contracting party's assets or if Meier is aware that execution measures are enforced against the contracting party.

15.3 If the contract was also drawn up in English, the English text shall be authoritative for the interpretation of that contract and these Terms.

15.4 If any provision of the contract or of these Terms is or becomes invalid or unenforceable, the remaining provisions of the contract and of these Terms shall thereby not be affected. Invalid or unenforceable terms shall be replaced by terms which reason-able parties had agreed upon to achieve the intended economic purpose.

15.5 The contracting party may quote Meier and/or its supplies made/service provided to Meier for advertising purposes or as a reference only with Meier's prior written con-sent.

15.6 Meier is entitled but not obliged to quote the contracting party's name or to include any other reference to the contracting party in connection with using its services.

15.7 The contracting party agrees that Meier collects and processes the contracting party's data with the aid of computer technology.

Hohenems, April 2026