

General Terms and Conditions of Sale and Delivery of ORAFOL Europe GmbH

As of March 2026

I.

General Provisions and Scope of Application

1. Deliveries, performance and offers of ORAFOL Europe GmbH (hereinafter "ORAFOL") shall be made exclusively on the basis of these General Terms and Conditions of Sale and Delivery (hereinafter "GTCS"), and in particular subject to the customer obligations set out in Section II below.
2. The GTCS shall form an integral part of all contracts concluded by ORAFOL with its customers concerning the sale and delivery of ORAFOL products.
3. The GTCS shall only apply to customers who are entrepreneurs within the meaning of Section 14 of the BGB (German Civil Code).
4. The current version of the GTCS shall also apply to all future contracts concluded by ORAFOL with its customers concerning the sale and delivery of ORAFOL products, without ORAFOL being required to refer to them separately in each individual case. ORAFOL shall inform its customers of any amendments to the GTCS without undue delay.
5. Any differing, conflicting or supplementary general terms and conditions or purchasing conditions of the customer or any third party shall not apply, even if ORAFOL does not separately object to their applicability in an individual case, unless ORAFOL has expressly agreed to them in writing. Even where ORAFOL refers to correspondence containing or referring to the customer's or a third party's general terms and conditions or purchasing conditions or carries out delivery without reservation while aware of terms conflicting with or deviating from these GTCS, this shall not constitute acceptance of such terms and conditions or purchasing conditions.
6. Any reference to statutory provisions made below is for clarification purposes only. Even where no explicit reference is made to statutory provisions in an individual case, such provisions shall nevertheless apply insofar as they have not been modified or excluded by these GTCS.

II.

Special Obligations of the Customer

1. In addition to the other provisions contained in these GTCS, the parties agree in particular to the special obligations of the customer set out in points 2 to 6 below.
2. By means of appropriate factual and legal measures, the customer shall ensure that ORAFOL products are properly stored until processing. The storage conditions are set out in the data sheets and processing guidelines applicable to the respective product. The latest version of the data sheets and processing guidelines is available under "Support" at www.orafol.com.

3. Insofar as the customer processes ORAFOL products itself, the customer undertakes to observe and comply with the current processing guidelines.
4. Insofar as the customer processes ORAFOL products itself, the customer undertakes to draw the end customer's attention – where applicable to the product purchased – to the current terms and conditions of care and use, as well as product information, by informing them of the option to download these terms and conditions. The latest version is available under "Support" at www.orafol.com.
5. Insofar as the customer does not itself process ORAFOL products purchased from ORAFOL, the customer undertakes to ensure that their distributor and/or the processing company comply with the provisions set out in points 1 to 4 above.
6. The customer shall not resell ORAFOL products without reference to the technical data sheets, processing guidelines, product information and – where applicable to the product purchased – the care and usage conditions. In addition, upon resale, he shall draw attention to the option of downloading the above documents from the "Support" section at www.orafol.com.

III.

Offers and Conclusion of Contract

1. ORAFOL's offers are non-binding and subject to change without notice. This shall also apply if ORAFOL has provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates or references to DIN standards), other product descriptions or documents – including in electronic form – in respect of which ORAFOL reserves ownership rights, copyrights and rights of use and exploitation.
2. The customer's order of ORAFOL products shall constitute a binding offer to enter into a contract. Unless otherwise stated in the order, ORAFOL shall be entitled to accept such a contractual offer within three (3) days of receipt by means of written notice or notice in text form (e.g. by email). ORAFOL expressly reserves the right, within three (3) days of receipt of an order and without stating reasons, to reject the conclusion of the contract and decline the customer's contractual offer.
3. The written contract, including these GTCS, shall exclusively govern the legal relationship between ORAFOL and the customer and shall constitute the complete agreement between the parties. Any verbal statements or undertakings made by ORAFOL prior to conclusion of the contract shall be non-binding. Unless it is clear from verbal agreements that they are to remain binding, they shall be superseded by the written contract.
4. Any individual agreements between ORAFOL and the customer that deviate from or supplement these GTCS must be made in writing. Likewise, any legally relevant declarations by the customer vis-à-vis ORAFOL (e.g. notices of defects or the setting of deadlines) must be made in writing. Transmission by fax or email shall satisfy the written form requirement. ORAFOL sales representatives – unless they are managing directors or authorised signatories (Prokuristen) – are not authorised to enter into verbal collateral agreements or give verbal assurances extending beyond the content of the written contract.
5. Information provided by ORAFOL regarding the subject matter of the delivery or performance (e.g. drawings, illustrations, utility values, load capacity, tolerances, dimensions, weights and other

performance or technical data) shall only be deemed approximate, unless exact conformity is required for the intended contractual purpose. Such information does not constitute guaranteed characteristics, but rather descriptions or specifications of the delivery or performance based on ORAFOL's practical experience. Commercially acceptable variations and variations resulting from legal requirements or constituting technical improvements, as well as the replacement of components and parts with equivalent components or parts, are permitted provided that they do not impair the product's suitability for the purpose specified in the contract.

IV.

Prices and Payment Terms

1. The prices individually negotiated at the time the contract is concluded shall apply, together with the Incoterms on which the pricing arrangements are based (Incoterms 2020). Unless this conflicts with mandatory provisions of the Packaging Act, transport packaging and all other packaging within the meaning of the Packaging Ordinance is non-returnable. Subject to Section VIII ("Retention of Title"), such packaging shall become the customer's property; excluding Euro pallets, which shall remain the property of ORAFOL.
2. Any additional costs associated with the transfer of funds (e.g. for transfers from abroad) shall be borne by the customer.
3. The due dates for payment of the purchase price are set out in separate payment terms. Payment shall only be deemed to have been carried out once received by ORAFOL. Upon expiry of the agreed payment period, the customer shall be deemed in default without the need for a reminder notice.
4. If the customer defaults on payment, interest shall be charged on the outstanding amount at the statutory rate applicable at the time of default. ORAFOL further reserves the right to charge reminder fees and claim additional damages for default. In transactions with merchants, this shall not affect the claim to commercial maturity interest pursuant to Section 353 HGB (German Commercial Code).
5. Notwithstanding any conflicting provisions of the customer, ORAFOL shall be entitled to apply payments first against the customer's older debts and shall inform the customer of the type of offsetting carried out (cf. Section 366 BGB). Where costs and interest have already accrued, ORAFOL shall be entitled – irrespective of any conflicting provisions of the customer – to apply payments first to costs, then to interest and finally to the principal claim (cf. Section 367(1) BGB).
6. Even where notices of defects or counterclaims are asserted, the customer shall only be entitled to set-off, retention or price reduction if the counterclaims have been legally established, are undisputed, or have been acknowledged by ORAFOL, or, in the case of the exercise of a right of retention, if the counterclaim arises from the same contractual relationship.

V.

Delivery Periods and Performance, Transfer of Risk, Place of Performance, Delay in Delivery and Acceptance

1. Delivery dates and delivery periods shall be agreed individually and in writing. Unless otherwise agreed, the expected delivery date shall be stated in the relevant order confirmation. Delivery dates specified by ORAFOL in order confirmations or elsewhere generally indicate the anticipated delivery date, which ORAFOL shall endeavour to meet. Delivery dates and delivery periods refer to the time of handover to the forwarding agent, carrier or other third party entrusted with transportation.
2. If ORAFOL is unable to comply with binding delivery periods for reasons beyond its control (non-availability of performance), ORAFOL shall inform the customer thereof without undue delay and shall concurrently notify the customer of the expected new delivery period. 3. ORAFOL shall not be liable for impossibility of delivery or for delays in delivery if they are caused by force majeure or other events that

were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary governmental approvals, pandemics or epidemics, governmental measures, or the failure of suppliers to deliver, to deliver correctly or to deliver on time despite the seller having concluded a corresponding cover transaction), provided that ORAFOL is not responsible for such events. If such events substantially impede the seller's performance, or render it impossible, and the impediment is not merely temporary, the seller shall be entitled to withdraw from the contract.

3. The occurrence of delay in delivery by ORAFOL shall be determined in accordance with the statutory provisions.

4. This shall not affect the customer's rights pursuant to Section VII of these GTCS and ORAFOL's statutory rights, particularly in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance).

5. ORAFOL shall be entitled to make partial deliveries and render partial performance, provided that such partial delivery or performance is usable by the customer, delivery of the remaining goods is ensured, and the customer does not incur substantial additional expense thereby.

6. Delivery shall be ex works, which is also the place of performance. At the customer's request and expense, the goods shall be shipped to another destination (sale involving carriage of goods). Unless otherwise agreed, ORAFOL shall be entitled to determine the method of shipment (particularly carrier, shipping route and packaging) itself.

7. The risk of accidental loss and accidental deterioration of the goods shall be transferred to the customer no later than upon handover. In the case of a sale involving carriage of goods, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall be transferred to the customer upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. If the customer is in default of acceptance, handover shall be deemed to have taken place. In export transactions, the risk of accidental loss and deterioration of the goods shall be governed by the separately agreed Incoterms® 2020.

8. If the customer is in default of acceptance, fails to perform an act of cooperation, or if delivery is delayed for other reasons attributable to the customer, ORAFOL shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). The extent of such damages shall be determined in accordance with the statutory provisions.

VI. Warranty

1. Unless otherwise specified below, the customer's rights in the event of material defects or defects of title are subject to the statutory provisions. This shall not affect the special statutory provisions applicable in cases where the goods are ultimately delivered to a consumer (supplier recourse pursuant to Sections 478 and 479 BGB) in any case.

2. Any liability for defects shall generally be based on the agreement reached regarding the quality of the ORAFOL products. Statements contained in informational materials, technical data sheets, brochures, guidelines or customer consultations shall merely constitute indicative values and shall not constitute agreements regarding the quality of ORAFOL products. In the absence of a quality agreement, the existence of a defect shall be assessed in accordance with the statutory provisions. ORAFOL assumes no liability for public statements made by third parties (e.g. advertising claims). In the case of written information contained in informational materials, technical data sheets or brochures, only the German-language version shall be binding. Any translations into other languages are provided solely for informational purposes.

3. Delivery shall be deemed free from defects if it complies with the quality and dimensional tolerances customary in the industry and trade. In particular, minor colour deviations shall not constitute defects.

4. Warranty claims by the customer shall be excluded where a defect has arisen due to improper transport, storage (Section II.2), handling (particularly contrary to the current care and usage conditions) or processing (particularly contrary to the current processing guidelines) of the delivered ORAFOL products. Likewise, warranty claims shall not exist in cases of natural wear and tear.

5. The customer may only make a claim for defects if he has complied with his statutory obligations to inspect the goods and give notice of defects pursuant to Sections 377 and 381 HGB. Delivered ORAFOL products must be carefully inspected immediately upon delivery to the customer or third party designated by the customer. If a defect becomes apparent during inspection or subsequently, ORAFOL must be notified thereof in writing without undue delay. Notice shall be deemed timely if given within five (5) business days, provided that dispatch of the notice occurs within such period. Irrespective of the foregoing inspection and notification obligations, obvious defects (including incorrect deliveries and short deliveries) must also be notified in writing within five (5) business days of delivery, likewise here, provided that dispatch of the notice occurs within such period. If the customer fails to properly inspect the goods and/or give notice of defects, ORAFOL shall not be liable for defects that have not been duly notified.

6. Where a defect exists, at its discretion to be exercised within a reasonable period, ORAFOL shall first be obligated to remedy the defect (repair) or to supply a defect-free item (replacement). This shall not affect ORAFOL's statutory right to refuse subsequent performance.

7. The customer shall grant ORAFOL the time and opportunity required for the subsequent performance owed, particularly by making the rejected goods available for inspection purposes. In the event of replacement delivery, the customer shall return the defective goods to ORAFOL in accordance with the statutory provisions.

8. Provided that a defect actually exists, the expenses necessary for inspection and supplementary performance, particularly transport, travel, labour and material costs as well as removal and installation costs, shall be borne by ORAFOL pursuant to the statutory provisions and these GTCS. However, if the customer's request for rectification of a defect proves to be unjustified, ORAFOL may demand reimbursement from the customer for the costs incurred if the customer knew or should have recognized that no defect actually existed. With regard to removal and installation costs, ORAFOL reserves the right, instead of reimbursing expenses, to carry out the removal and installation itself,

insofar as this is actually possible and does not result in unreasonable inconvenience for the customer.

9. Claims by the customer for damages or reimbursement of futile expenses shall exist only in accordance with Section VII and shall otherwise be excluded.

10. Warranty claims against ORAFOL shall accrue solely to the customer and, to the extent permitted by law, shall not be assignable.

VII. Liability

1. Unless otherwise provided in these GTCS, including the following provisions, ORAFOL shall be liable for breaches of contractual and non-contractual obligations in accordance with the applicable statutory provisions.

2. ORAFOL shall be liable for damages – irrespective of the legal basis – in cases of intent and gross negligence. In cases of ordinary negligence, ORAFOL shall only be liable:

a) for damages arising from injury to life, body or health;

b) for guaranteed characteristics;

c) under the German Product Liability Act; or

d) for damages arising from the breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential for the proper performance of the contract and upon whose fulfilment the contractual partner regularly relies and is entitled to rely). However, in this case, ORAFOL's liability shall be limited to compensation for foreseeable damage typically arising under the contract.

3. The limitations of liability set out in paragraph 2 above shall not apply where liability is mandatory under law.

4. In the event of a breach of obligation that does not constitute a defect, the customer may only withdraw from or terminate the contract if ORAFOL is responsible for the breach. The statutory requirements and legal consequences shall apply in all other respects.

5. The above exclusions and limitations of liability shall apply to the same extent in favour of ORAFOL's executive bodies, legal representatives, employees and other vicarious agents.

6. Any information provided by ORAFOL that has not been expressly agreed as a consulting performance is non-binding and does not give rise to any liability on the part of ORAFOL.

VIII. Retention of Title

1. The retention of title agreed below shall serve as security for all present and future claims of ORAFOL against the customer arising from the supply relationship existing between the contracting parties. ORAFOL products sold shall remain ORAFOL's property until all secured claims have been paid in full.

2. ORAFOL products subject to retention of title may neither be pledged to third parties nor assigned by way of security prior to full payment of the secured claims. As long as ownership of the delivered ORAFOL products has not yet been transferred pursuant to this Section VIII, the customer shall notify ORAFOL without undue delay if the ORAFOL products subject to retention of title are seized or otherwise subjected to interference by third parties. Furthermore, the customer shall immediately inform such third parties that the ORAFOL products subject to retention of title are ORAFOL's property. The customer shall further be obligated to provide ORAFOL with all information and documents necessary to enable the enforcement of ORAFOL's ownership rights, including, in particular, those required for bringing a third-party objection action pursuant to Section 771 ZPO (German Code of Civil Procedure). Insofar as the third party is unable to reimburse ORAFOL for the judicial and extrajudicial costs incurred in this context, including those arising from an action pursuant to Section 771 ZPO, the customer shall be liable to ORAFOL for the resulting loss.

3. In the event of breach of contract by the customer, particularly non-payment of the purchase price due, in accordance with the statutory provisions, ORAFOL shall be entitled to withdraw from the contract and/or demand return of the ORAFOL products subject to retention of title on the basis of such retention of title. A demand for return shall not simultaneously constitute a declaration of withdrawal from the contract; rather, ORAFOL shall be entitled merely to demand return of the ORAFOL products while reserving the right to withdraw from the contract. If the customer fails to pay the purchase price due, ORAFOL may only assert these rights after unsuccessfully granting the customer a reasonable deadline for payment, unless such deadline may be dispensed with under the statutory provisions.

4. The customer shall be entitled to resell and/or process the ORAFOL products subject to retention of title in the ordinary course of business. In such case, the following provisions shall additionally apply:

a) The retention of title shall extend to the products resulting from processing, mixing or combination of the ORAFOL products at their full value, whereby ORAFOL shall be deemed to be the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, the ownership rights of such third parties continue to exist, ORAFOL shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same provisions apply to the resulting product as to the ORAFOL products supplied subject to retention of title. b) The customer hereby assigns to ORAFOL, by way of security, all claims against third parties arising from the resale of the ORAFOL products delivered subject to retention of title or of the product, either in full or to the extent of ORAFOL's share of co-ownership in accordance with (a) above. ORAFOL hereby accepts such assignment. The customer's obligations set out in paragraph 2 shall also apply in respect of the assigned claims. c) The customer remains authorised to collect the claim alongside ORAFOL. ORAFOL undertakes not to collect the claims as long as the customer fulfils its payment obligations towards ORAFOL, is not in default of payment, no application for the opening of insolvency proceedings has been filed, and no other deficiency in the customer's ability to perform exists. If this is the case, however, ORAFOL may require the customer to disclose the assigned claims and the respective debtors to ORAFOL, provide all

information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.

5. Upon request, ORAFOL shall release the goods subject to retention of title, or any items or claims taking their place, at ORAFOL's discretion, provided that their value consistently exceeds the amount of the secured claims by more than 10%.

IX.

Custom-Made Products

Custom-made products relating to ORAFOL products (e.g. printed products) outside the standard product range shall be supplied exclusively on the basis of a separate agreement to be concluded between ORAFOL and the customer.

X.

Limitation Periods

1. Notwithstanding Section 438(1)(3) BGB, the general limitation period for claims arising from defects in quality and defects of title shall be one (1) year from delivery. The shortening of the limitation period pursuant to this Section X, sentences 1 and 2, shall not apply to claims arising from injury to life, body or health caused by a negligent breach of duty by ORAFOL or its legal representatives or vicarious agents. The shortening of the limitation period pursuant to this Section X, sentences 1 and 2, shall likewise not apply to other damages resulting from an intentional or grossly negligent breach of duty by ORAFOL or its legal representatives or vicarious agents.

2. This does not affect special statutory provisions governing third-party claims for specific performance (Section 438(1)(1) BGB), in cases of fraudulent misrepresentation by ORAFOL (Section 438(3) BGB), or claims for recourse against suppliers in the event of final delivery to a consumer. Notwithstanding Section 445b (1) BGB, the limitation period shall be one (1) year from delivery of the goods, if the end customer is not a consumer. Notwithstanding Section 445b (2) BGB, the suspension period shall be three (3) years, if the end customer is not a consumer.

3. The above limitation periods applicable under sales law shall also apply to the customer's contractual and non-contractual claims for damages based on defects in the goods, unless application of the regular statutory limitation periods pursuant to Sections 195 and 199 BGB would result in a shorter limitation period in an individual case. This shall not affect the limitation periods under the German Product Liability Act in any case. Otherwise, the statutory limitation periods shall apply exclusively to claims for damages asserted by the customer pursuant to Section VII.

XI.

Performance under a Contract for Work and Services

Where services under a contract for work and services form part of the subject matter of the contract, the following provisions shall apply in addition:

1. If acceptance has been agreed, such acceptance shall be decisive for the transfer of risk. In all other respects, the statutory provisions governing contracts for work and services shall apply mutatis mutandis to the agreed acceptance. If the customer is in default of acceptance, acceptance shall be deemed to have taken place.

2. The limitation period shall commence upon acceptance.

XII.

Applicable Law, Jurisdiction, Severability

1. These Terms and Conditions and the entire legal relationship between ORAFOL and the customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The requirements and effects of the retention of title pursuant to Section VIII shall be governed by the law applicable at the location of the respective goods insofar as the agreed choice of German law is impermissible or ineffective under such law.

2. If the customer is a merchant within the meaning of HGB, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction, including for international disputes arising directly or indirectly from the contractual relationship shall be ORAFOL's registered office in Oranienburg. However, ORAFOL shall also be entitled to bring proceedings at the customer's general place of jurisdiction.

3. Should any provision of these GTCS or any provision contained in other agreements be or become invalid, this shall not affect the validity of all remaining provisions and agreements. Insofar as the contract or these GTCS contain gaps, those legally valid provisions which the contracting parties would have agreed in accordance with the economic purpose of the contract and the purpose of these GTCS had they been aware of the gap shall be deemed agreed.

Oranienburg, March 2026

In the event of any disagreement or legal dispute, the GERMAN version of the document shall be definitive.