

North American General Terms and Conditions

Effective as of 1 August 2020

§ 1 Area of Application

(1) These General Terms and Conditions apply to all commercial sales of Greif-Velox Maschinenfabrik GmbH (hereinafter “Greif-Velox” or “GV”) products and services in the North America region, through its authorized subsidiary Greif-Velox America LLC.

(2) Greif-Velox products and services are specifically priced on the basis of these General Terms and Conditions. Contrary terms appearing in Customer’s business forms shall not be effective, unless specifically agreed to by an authorized representative of Greif-Velox. The Uniform Commercial Code (“UCC”), as enacted in California, shall be the source of all necessary but undescribed or unaddressed terms of commercial sale that become relevant to the Order.

(3) The scope of product supply as well as the appearance and workmanship of deliverables and service performance is defined solely by our quotation and the subsequent order confirmation, unless otherwise expressly agreed in writing. Supplementary agreements and changes are subject to revised pricing and written confirmation.

§ 2 Quotation

(1) Purchase orders based on a quotation are only considered as accepted if Greif-Velox confirms the order in writing (letter, email, facsimile). Quantity, quality and characteristics of the machinery are as defined in the offer and the subsequent order confirmation, including reference to specific enclosures, product specification sheets, and price lists.

(2) Quotations of Greif-Velox are subject to change. Patterns, samples or information (as for instance measures, illustrations, descriptions, etc.) in pattern-books, price lists or other publications show the quality characteristics of a machine to a reasonable degree. In the case of deviations between the quotation and prior published information, the technical specification of the most recent quotation or subsequent Order Confirmation is controlling as to scope, price, and schedule. Indications of quality or performance in published material are NOT guarantees, unless confirmed in writing by GV.

(3) Greif-Velox reserves its right to change the product specifications and trade descriptions of its goods in order to conform to local, regional, and national product laws and regulations.

(4) Agreements on matters of quantity or quality that deviate from the product specification or product installation/commissioning are only binding if confirmed in written form. Additionally, cost

North American General Terms and Conditions

Effective as of 1 August 2020

estimations and freight quotes are subject to change until they have been confirmed in writing by a GV Order Confirmation, notwithstanding the original offer or quotation.

§ 3 Safety Regulations

(1) Greif-Velox offers, designs, and manufactures industrial machines in accordance with applicable EU, USA, and/or Canadian national standards. The specific national standard(s) that shall apply to this sale are more precisely defined and stated in the GV Quotation and again in the GV Order Confirmation.

(2) It is the responsibility of the customer to inform Greif-Velox about any additional state, county and/or site-specific standards, regulations and/or other requirements which have to be fulfilled prior to placing a purchase order. Otherwise Greif-Velox is not responsible for compliance with those regulations.

§ 4 Scope of Works

(1) The performance description of the delivered product is defined by the GV quotation, including any post-commissioning warranty (see Article 13). GV does not warrant that the commissioned machine(s) will satisfy the Customer's non-contractual business objectives or expectations.

(2) The term of delivery shall be FCA Luebeck per INCOTERMS® 2020.

(3) Greif-Velox reserves the right to provide partial deliveries, where necessary and reasonable to do so without breaching the Order Confirmation or these Terms.

(4) When quoted by GV and agreed to by the Customer, the Scope of Works includes the commissioning of the machine(s), which is performed by on-site Greif-Velox personnel. As a normal part of commissioning, Greif-Velox will deliver a short training briefing of customer personnel in safety aspects and proper operation of the machine(s).

(5) Advanced training and instruction will only be performed by Greif-Velox personnel if explicitly stipulated and required by contract. "Advanced training and instruction" does not include post-commissioning production monitoring.

North American General Terms and Conditions

Effective as of 1 August 2020

(6) Unless hired to perform integrated system compatibility testing and verification, GV is not responsible for ensuring that installed machines are compatible with or integrated into other components or machines within the Customer's facility.

(7) Proper operation of the machine(s) is only guaranteed if the Customer strictly follows the instructions for commissioning / operation / maintenance given by Greif-Velox. If the customer deviates from such instructions, such deviation may void the GV product warranty.

§ 5 Obligation of the Customer to Cooperate at Commissioning

(1) The Customer shall provide the necessary auxiliary personnel for commissioning support and user training. The Customer shall provide free of charge general purpose lifting equipment, tools, lighting and stable electricity as part of their support to GV in-plant commissioning. The Customer shall control the commissioning site in such a way as to be fully ready to commence commissioning per schedule, and conduct commissioning without interference or delay. Lack of site readiness may result in a delay of work Change Order, and GV reserves the right to invoice waiting times caused by absent supplies, people, or electric power.

(2) The Customer shall be responsible for obtaining any locally required permits or licenses prior to scheduling commissioning. The Customer shall then confirm in writing (i.e. email or facsimile) its readiness for commissioning and staff training. The contractual delivery period is extended on a day-for-day basis beyond the Delivery Date, for any delay in receiving such Customer notice.

(3) Payment for GV commissioning and on-site training shall be as stated in the Order Confirmation.

§ 6 Delivery

(1) The firm delivery by Greif-Velox shall be on a "best efforts" basis insofar as GV itself receives correct and timely supplies, and international shipment channels of finished goods are not materially impaired. GV shall not be financially responsible for delayed plant performance because of delayed GV delivery. The customer may claim for damages for non-performance by GV only after having set a deadline with threat of refusal.

(2) In case of delivery delay due to force majeure, sovereign acts, natural disasters, epidemics, pandemics, war, riots, strikes in own factories, in companies of suppliers or forwarders, or due to other circumstances beyond the control of Greif-Velox, Greif-Velox is entitled to deliver when the reason for the delay ceases to exist. However, either party may withdraw from a concluded contract

North American General Terms and Conditions

Effective as of 1 August 2020

in whole or in part if any of the foregoing events causes a delivery delay of more than six (6) months beyond the agreed deadline. Further claims of the contractual partners are excluded.

(3) Delivery is affected by providing the machine to the customer FCA Luebeck per INCOTERMS® 2020, or as stated in the Order Confirmation. Delivery shall not constitute Customer acceptance of the goods.

(4) Owing to the unique, custom-built nature of the capital goods being sold under these terms, Order Cancellation for convenience shall not be permitted or accepted. The parties may agree to change the date and place of delivery after performance has begun. Such a change must be in writing and signed by both parties to be effective. Such a change may give rise to a Change Order if it materially alters the costs and schedule of performance.

(5) If custody of the goods at the delivery point is not taken by the Customer, Greif-Velox will store the machine at the expense and risk of the customer. At Customer's request, GV will insure the machine for the time of default of acceptance.

(6) The Customer may withdraw from the contract without cancellation penalty if, in the course of fulfilling an order, a part of the delivery becomes commercially impossible and a reasonable Customer interest in refusing a partial delivery exists. If this does not apply, the customer is obligated to pay the price for all deliveries, whether partial or not.

§ 7 Passing of Risks, Receipt, Acceptance

(1) The Customer is responsible for transport under FCA Luebeck terms, and the risk of accidental shipment loss is transferred to the Customer when the equipment has been handed over to a forwarder, a carrier, the railway, the post or to the Customer, or has been provided for pickup. Delivery period is met when – subject to other written agreements – the ordered machinery is ready for dispatch and the customer has been informed about accordingly.

(2) Regardless of mode of delivery, the Customer shall be obligated to promptly report any apparent damage immediately to the forwarding agent and to GV. In addition, the Customer shall act to handle, protect and arrange the delivered goods while preparing for in-plant commissioning.

(3) In the case of delayed factory shipment due to reasons the Customer is responsible for, GV may assert finished goods storage costs until the revised/rescheduled day of dispatch.

North American General Terms and Conditions

Effective as of 1 August 2020

(4) Delivery shall not constitute acceptance. Acceptance of Goods occurs upon successful completion of machine(s) commissioning.

§ 8 Assembly, Commissioning, Instruction

(1) Unless otherwise stipulated, the assembly and commissioning milestone billing for services of personnel sent by Greif-Velox is based on a firm fixed hourly/daily rates for such standard scope services. In the event that additional work is required to complete safe site readiness, or unpack and assemble the Goods, or because of work delays due to lack of facility power and lighting, then GV personnel shall record their additional time and material consumed, and the Customer shall be financially responsible for Change Order compensation.

(2) Travel and subsistence costs will be priced and incurred at Business Class/Economy Plus cost for air travel, midsize car rental, business class hotel, and daily meal & incidental allowance. International travel time for technicians shall be recorded on a straight time basis. Additionally, Greif-Velox will record and invoice the attendant cost for visa, work permits, and transportation fees for technician work tools to Customer's account in a post-commissioning invoice. Greif-Velox reserves the right to determine the respective means of international and regional transport to satisfy the agreed upon commissioning schedule.

(3) Any delay in site assembly, commissioning, or repair work due to circumstances beyond the control of Greif-Velox shall cause a reasonable extension of time for its execution. The Customer bears the costs arising from any such delay. This also applies to interruptions of work which necessitate a withdrawal of the personnel appointed by Greif-Velox. The Customer bears all costs incurred in this context, such as waiting times or direct as well as attendant travel expenses. The Service Conditions of Greif-Velox apply.

§ 9 Changes

(1) Changes in the scope, quantity, product features, location, or schedule of the product(s) to be delivered and installed after the order confirmation shall be the subject of a negotiated change order executed between the parties. Change orders shall be sequentially numbered, and treated as contract amendments subject to these terms & conditions.

(2) Change orders shall only be binding and effective when fully executed by authorized representatives of the Parties. Until such time as the change order is made effective, GV and Customer obligations remain unchanged. Time is of the essence in finalizing change orders.

North American General Terms and Conditions

Effective as of 1 August 2020

§ 10 Acceptance

(1) The acceptability of delivered product(s) and the acceptance procedure are governed by the product sheet specifications incorporated into the contract. In the event that the Customer elects to install and commission the delivered machine product, acceptance is deemed to occur at the defined delivery point.

(2) The Customer is obliged to accept the installed or repaired product(s) when given written notice of its installation and acceptance test completion. Minor faults or cosmetic defects do not authorize a refusal of acceptance. With acceptance, Greif-Velox is discharged from liability for defects unless the Customer has a reasonable claim of defect related to or arising from proper machine form, fitness, or function.

(3) If acceptance testing consists of several steps, each step will successively be performed, tested and accepted. The possibility of partial acceptance depends on whether the customer can separately use individual parts of the system in terms of its technical functionality and whether, in due consideration of the purpose of the contract, it is reasonable to the Customer. The due date for final acceptance is based on the Greif-Velox order confirmation, as may be altered by authorized change order(s) prior to Customer acceptance.

(4) Customer acceptance testing by GV includes a functional test of parameters in defined environmental conditions (as defined in the technical product specification), and may be jointly performed by both parties if ordered. In any event, the product warranty period starts at the earlier of the completion of the acceptance test protocol, OR six (6) months after physical delivery of goods at the Customer's installation site.

(5) The date when the customer countersigns the completed acceptance protocol is the date of acceptance. Acceptance may not be unreasonably withheld. Particularly unreasonable is a refusal of acceptance, where the machine(s) fulfills all form, fit, and functions as described in the quotation/Order Confirmation. The acceptance protocol must be signed by both contract parties.

(6) Minor faults will be recorded in the acceptance protocol and will be remedied by Greif-Velox, at no additional cost to the Customer. Nonetheless, the acceptance shall be deemed made.

North American General Terms and Conditions

Effective as of 1 August 2020

(7) Alternatively, in the absence of a countersigned acceptance protocol as required, the date of acceptance shall be deemed to be no later than the 180th calendar day after the Customer takes physical possession of the delivered machine(s) in its premises.

§ 11 Price and Payment

(1) Prices quoted and later confirmed in writing by Greif-Velox are firm and fixed. **However**, GV reserves the right to revise confirmed pricing in the event of Change Orders, force majeure events affecting performance, unanticipated supplier delays or allocations of component products, or acts of national government(s) affecting customs duties or delivery channels. Price increases can only be transferred to the expense of the Customer if it is demonstrable that the costs for material, personnel, or logistics have risen after Order Confirmation, through no fault of GV. When made aware of such increases from any cause, Greif-Velox will promptly and reasonably give notice to the Customer and will inform about the reason for the price increase.

(2) Unless otherwise agreed, all prices stated by Greif-Velox are to be understood in accordance with the INCOTERMS® 2020 term stated in the GV Order Confirmation. Regardless of delivery term, pricing for packaging, transport, freight insurance, customs duties, sales and use tax, Value Added Tax, installation, and acceptance testing will be separately listed from machine prices to aid Customer accounting.

(3) Payment for accepted Greif-Velox products and services, including supplemental costs for dispatch, delivery & acceptance, changes, delays, travel and subsistence, or force majeure events, if applicable, shall be made within fourteen (14) calendar days of the GV invoice. Electronic delivery of invoices and payments is authorized and accepted. Late payments shall accrue interest thereon at the lower of 1.5% per month for each month or portion thereof that the amount remains unpaid, or the maximum interest rate permitted by applicable law. Unless otherwise agreed in the GV Order Confirmation, all prices expressed and payable shall be in US Dollars.

(4) The Customer is responsible for customs clearance of the machinery in the destination country. The Customer shall also be responsible for payment of all appropriate duties, taxes, tariffs, and site permits in the destination country.

§ 12 Title Retention

(1) All deliveries are subject to title retention by Greif-Velox, and GV shall have a purchase money secured interest in the Goods until payment in full is received. GV shall be authorized to file mechanic

North American General Terms and Conditions

Effective as of 1 August 2020

and materialmen liens in the Customer's domicile, as necessary to perfect its secured interest. The Customer is entitled to process and re-sell the goods, subject to title retention by GV and pre-sale written notice to GV in the ordinary course of business. Customer shall cooperate with GV in perfecting GV's secured financial interest, as may be necessary, and in accordance with local, state, or provincial law.

(2) The assertion of title retention by Greif-Velox in the primary sale, or in a product re-sale setting, shall not constitute withdrawal, default, or disavowal of the respective contract obligations of the Parties.

(3) If the machinery is processed, mingled or connected with other items, Greif-Velox shall acquire joint ownership to these other items in proportion to the invoice value of the delivered goods at the time of mixing or processing. In the event the Customer unilaterally breaches this provision, following written notice to Customer, GV may act to perfect its purchase money secured interest and cause the goods to be seized for GV's account.

(4) The customer has the obligation to store the goods subject to title retention free of charge and to keep them in proper operating condition as well as to insure them against fire, water and theft at his own expense. Pledges as collateral and chattel mortgages initiated by the Customer prior to final payment to GV are to be reported immediately to Greif-Velox.

(5) The Customer waives any claim (including all balance claims of open accounts) against Greif-Velox which may arise from an onward sale or other legal cause with respect to the goods which are subject to title retention.

(6) In case of attachment or other third-party intervention prior to final payment, the Customer shall inform Greif-Velox, so that Greif-Velox can take timely action pursuant to local, state or provincial law to protect its secured interest.

(7) Greif-Velox undertakes to release its rightful collateral upon receipt of Customer's written request, where the liquidable value of collateral exceeds the receivables due and owing to Greif-Velox. The selection of the released collateral shall be at the discretion of Greif-Velox.

§ 13 Warranty for Defects

(1) Greif-Velox warrants the machine(s) from defects in workmanship, materials used, and any manufacturing deviations from the then current product specification. All accepted Goods shall enjoy

North American General Terms and Conditions

Effective as of 1 August 2020

a one (1) year limited factory warranty against such defects, measured from the date of acceptance. Concurrent with acceptance, the Customer shall inspect the machine(s) for completeness and any the presence of any significant or material deficiencies, and to declare possible objections to Greif-Velox. Where the Customer elects to commission its machine(s) without GV assistance, warranty commences on the day of physical delivery at the defined delivery point.

(2) In case of the assertion of material defects at acceptance, Greif-Velox shall have the right to a reasonable number of rework attempts within a reasonable time. If such supplementary rework performance fails, the Customer is authorized, at its sole discretion, to elect to reduce the price of the goods, by a mutually agreed amount, or to withdraw from the contract. In this case, Customer's election of remedy shall be final and conclusive, and shall terminate all further Customer rights to claim direct, indirect, or consequential damages.

(3) Cases of minor defects that do not affect form, fit, or function shall not be subject to warranty rights, but may be remedied by GV incidental to other unrelated warranty work, in its sole discretion. The right to assert warranty claims is also excluded if the claimed deficiency is caused by normal wear and tear arising from proper employment of the machine(s).

(4) In all cases, the Customer bears the burden of proof that Greif-Velox is responsible for a deficiency insofar as the deficiency relates to customer modification, improper use or repair of the products without Greif-Velox's approval, or if the products were processed, used and maintained in non-conformance with GV product specifications, training, or guidelines for use. In similar fashion, if the machine(s) delivered by Greif-Velox is integrated by the Customer to other machines or is modified by the Customer in any way, and a deficiency arises, the Customer bears the burden of proof that such deficiency was not caused by Customer actions or omissions.

(5) Warranty claims cease to exist in the case of faulty assembly or commissioning and operation of the delivery item either by the Customer or by a third party ordered by the Customer, unless the Customer can prove that the deficiency was not caused by them.

(6) Normal wear and tear, improper operation, usage with unsuitable other integrated equipment, as well as improper maintenance, care and inspection of the delivered item by the Customer or third parties may also prevent the assertion of warranty claims. Strict compliance with GV's product, factory, and training instructions for the maintenance and care of the products are essential and ongoing obligations of the Customer, its vendors, successors, or assigns.

§ 14 Claims for Indemnity

North American General Terms and Conditions

Effective as of 1 August 2020

(1) Greif-Velox shall be liable to the Customer only for direct damages arising from its ordinary negligence in manufacturing the goods, but direct damages shall be limited to the value of the machine(s) giving rise to the liability. Third party claims of damage or indemnity are expressly excluded. This limitation of liability does not apply in the case of direct damages caused by the gross negligence or a willfully deliberate act of GV, its employees, officers or directors, which shall remain unlimited. In no event shall GV be financially liable for indirect or consequential damages, including loss of production, loss of profit, loss of opportunity, or loss of accounts.

(2) The availability of commercial liability insurance shall not serve to increase the above stated limitation of liability.

(3) Claims for indemnity expire one (1) year after they became known, or with due diligence should have become known to the customer.

(3) In case the machinery delivered by Greif-Velox shall be incorporated, processed or integrated to other systems, Greif-Velox shall not be liable for possible incompatibilities of systems or any consequential damages. If the customer requires that Greif-Velox assume responsibility for the total integrated system, a separate contract for corresponding assessment work is to be awarded.

§ 15 Nondisclosure

(1) Both parties commit themselves to strictest secrecy with respect to the disclosure, care and control of all confidential information obtained in the course of their activities for the other party, particularly about technical product or business secrets. This covenant against disclosure applies to non-authorized employees of the parties and to 3rd party suppliers and subcontractors of each Party, unless the disclosure of information is a part of the orderly fulfillment of contractual commitments. In case of doubt, each Party shall ask the other for permission prior to disclosure.

(2) The obligation of the Parties to strictly observe commercial secrecy shall expire three (3) years after acceptance of goods.

(3) The foregoing non-disclosure obligations shall not apply to a) matters of public record prior to the date of Order Confirmation; b) matters which came to the Party from unrelated third parties or person(s) who were not under a duty of Confidentiality; or c) facts which are demonstrably obvious or are established prior art, as well as facts the respective other party gained knowledge about before Customer's disclosure.

North American General Terms and Conditions

Effective as of 1 August 2020

§ 16 Export Regulations

(1) The delivered products or individual components are subject to the export control regulations of the Federal Republic of Germany, and the import regulations of the USA or Canada. In case of a re-export from the USA or Canada, the Customer is wholly responsible for compliance with relevant re-export provisions.

§ 17 Data Privacy

(1) The protection of personal data is subject to the national laws of Germany, EU Directives, and USA/Canada federal, state or provincial laws. The Parties are obligated to act in all ways to strictly comply with such data privacy laws then in effect.

§ 18 Closing Provisions

(1) If any provision of these Terms and Conditions, the Service Conditions, Order Confirmation, or the other relevant supplementary agreement is or becomes ineffective, all other conditions and provisions of the contract and the supplementary agreement shall nevertheless remain in full force and effect.

(2) Both parties agree on the application of the law of the State of California for all legal relationships arising from this contract. The Uniform Commercial Code (UCC) as modified under California state law, shall serve as the basis for all matters not specifically addressed hereunder.

(3) Disputes under these terms shall initially be resolved by mutual negotiation between authorized Party representatives. If such good faith settlement negotiation attempts shall fail, after 30 days either party may refer the dispute to arbitration for binding resolution under the rules of the American Arbitration Association, by its San Francisco, California offices, in accordance with the Rules for Small Commercial Disputes. The arbitration shall be before a single arbitrator selected by the parties, and all arbitral awards shall be deemed final and binding upon the Parties. Resort to any court of law or equity may only be had to enforce the arbitral award.