1. Scope of Application, Deviating Terms and Conditions, Future Business, Prevailing Agreements, Written Form for Legally Relevant Declarations

1.1 These General Terms and Conditions of Sale and Delivery (hereinafter **"GTC"**) shall apply to any offers or order confirmations issued by MEGGLE HRVATSKA d.o.o. (hereinafter referred to as "**MEGGLE**"), as well as to any deliveries and other performances such as services provided by MEGGLE (including cost estimates, additional services, consultations and information), and to all contracts that MEGGLE concludes as a seller, supplier and contractor with the buyer or client (hereinafter referred as the "**Customer**").

1.2 These GTC shall apply exclusively. Any conflicting, deviating or supplementary conditions of the Customer shall only apply if MEGGLE explicitly consents to their validity in writing in each case. These GTC shall only apply to dealings with "entrepreneurs", as defined in Article 3 of the current Companies Act.

1.3 These GTC shall even apply if MEGGLE unconditionally delivers a product or service to the Customer in the knowledge of the latter's conflicting or deviating conditions.

1.4 The latest version of these GTC shall also apply exclusively to any future business concluded with the Customer within the scope of the parties' current business relations, even if the application of this document is not explicitly agreed again.

1.5 Any individual agreements concluded with the Customer (including side agreements, additions and amendments) and any deviating information contained in offers /order confirmations shall take precedence over these GTC.

1.6 Any legally relevant declarations and notifications to be submitted by the Customer to MEGGLE after the contract has been concluded (e.g. set deadlines, complaints for defects, declaration of withdrawal from the contract or price reductions) must be made in written form or at least one of the following forms (exchange of signatures using industry-standard electronic signature software and/or the exchange of scanned documents with handwritten signatures, SAP orders by e-mail. The written form as well as the expressly mentioned forms shall be deemed to be "in writing" within the scope of these GTCs to be effective.

1.7 MEGGLE is guided by its Code of Conduct as amended from time to time as a minimum social standard. The current MEGGLE Code of Conduct for Employees is available on the homepage https://www.meggle-group.com/en/coc . Any terms and conditions of the Customer which conflict with or deviate from or supplement this Code of Conduct shall not apply unless MEGGLE has expressly agreed to their consideration in writing in an individual case. Contractual obligations shall only arise if expressly agreed in writing.
MEGGLE expects its Customers to adhere to the basic principles set out in the MEGGLE Partner Code of Conduct available on the homepage https://www.meggle-group.com/en/coc .

1.8 Unless expressly agreed otherwise, MEGGLE shall be the sole contractual partner. In particular, no other company belonging to the MEGGLE Group shall be liable for MEGGLE's obligations.

2. Contractual Declarations (Formal requirements), Documents, Quality guarantee/assurance, Authorization, Amendments

2.1 Amendments and other (side) agreements before or upon conclusion of the contract must be made in writing to be legally effective. Offers shall be provided either in writing or by e-mail. Order confirmations are only valid in writing or as an e-mail with an electronically generated order confirmation as an attachment.

2.2 Any offers made by MEGGLE (particularly regarding prices, quantities and delivery dates) shall be non-binding and only regarded as an invitation for the Customer to make a request for a contract (hereinafter referred to as an "**order**"), unless stated c otherwise in a specific offer submitted by MEGGLE. The Customer shall be bound to its order for two weeks. A contract shall only become legally effective when MEGGLE issues a written order confirmation but at the latest when the Customer accepts the delivery.

2.3 MEGGLE shall retain ownership of any technical illustrations, product descriptions or other documents issued to the Customer over the course of the contractual negotiations. They may only be passed on to third parties with MEGGLE's express prior written consent.

2.4 MEGGLE shall be entitled to ask the Customer to prove it is authorised to purchase the ordered products if the applicable laws stipulate a special form of registration and/or authorisation for the purchase of the type of products concerned. MEGGLE shall only be obliged to deliver the products when the Customer has provided the appropriate evidence.

2.5 Unless otherwise agreed individually or otherwise stated in the offers/declarations of acceptance by MEGGLE, product descriptions -or specifications of MEGGLE, do not constitute a guarantee of quality or an assurance/ guarantee of the suitability of the products for the intended use. The use and further processing of MEGGLE products as well as the sale of the end product are the responsibility and risk of the end product manufacturer or marketing authorization holder. They are solely responsible for all testing, development, obtaining the necessary approvals, providing instructions and warnings, and any other measures necessary to ensure the safety and suitability of the products supplied by MEGGLE for the intended use of the final product. MEGGLE shall only be liable for contractual claims vis-à-vis its contractual partners.

2.6 If, during the term of a contract, the economic, technical or legal circumstances relevant to the individual provisions of this contract change so significantly that performance and consideration are no longer in a reasonable relationship or MEGGLE can no longer be reasonably expected to perform the contract, the parties shall negotiate in good faith an adjustment of the contract or individual parts of the contract, such as the sales price, to the changed circumstances within the bounds of what is reasonable. If no agreement can be reached, MEGGLE shall be entitled to rescind/terminate the contract.

3. Assignments, Inclusion of Third Parties, Pricing, Terms of Payment, Late Payment, Electronic Invoicing, Offsetting / Withholding Payments, SEPA Direct Debit Mandate, Financial Deterioration

3.1 MEGGLE may assign claims arising from or in connection with the contract to affiliated companies or to other third parties. MEGGLE shall further be entitled to commission third parties for performance of contractual obligations for which it is responsible. The Customer is obliged to make all payments personally.

3.2 Unless otherwise stated in an order confirmation, all prices shall include "Free Carrier" shipment from MEGGLE's headquarters (FCA, Incoterms 2020) exclusive of packaging. Unless otherwise agreed, all prices shall be indicated as net prices in euros; statutory value added tax shall be charged additionally; the value added tax shall be indicated separately.

3.3 MEGGLE is registered as a manufacturer of packaging in the Extended responsibility producer Register. If MEGGLE is commissioned as a contract manufacturer and the packaging exclusively shows the name or brand of the Customer, the Customer itself shall be obliged to fulfil its obligations under the Waste Management Act and other applicable regulations.

3.4 MEGGLE shall adjust the prices to be paid at its reasonable discretion in line with changes in the costs relevant to price calculation . A price increase shall be possible and a price reduction shall be made if there is an increase or decrease in the cost of transportation, procuring energy, materials and raw materials. Increases in cost of purchasing energy, may only be used to increase prices if they cannot be compensated otherwise. In the case of energy cost reductions, MEGGLE shall reduce prices to the extent that such cost reductions are not fully or partially offset by any increases in other areas.
In the context of a continuing obligation or a framework agreement, MEGGLE shall, in exercising its reasonable discretion, select the respective dates for a price adjustment in such a way that cost decreases are not taken into account according to standards less favourable to the Customer than cost increases; that is cost decreases shall affect prices to at least to the same extent as cost increases. Within the context of an individual purchase contract, MEGGLE shall make a price adjustment if there are more than three months between the conclusion of the contract and the agreed delivery date.
Upon request, MEGGLE shall provide evidence of cost increases and cost reductions as soon as and to the extent that these were relevant to the price adjustment.

3.5 Unless otherwise stated in the order confirmation, all invoices issued by MEGGLE shall be due for payment within 10 days of the invoice date. Deductions for early payment shall only be granted by express written agreement.

3.6 A payment shall only be considered made when the full invoice amount is at MEGGLE's disposal. MEGGLE shall not be obliged to accept cheques or bills of exchange; they shall only be accepted as full payment following a successful bank clearance process.

3.7 In the event of late payment, MEGGLE shall be entitled to charge interest in accordance with the current Obligations Act as well as the statutory default fee of EUR 40.00. MEGGLE explicitly reserves the right to assert a greater claim for damages as a result of late payment.

3.8 The Customer hereby agrees to electronic invoicing in accordance with Article 80 Paragraph 1 of the VAT Act. Any complaints about invoices must be made by the Customer immediately (i.e. without culpable delay) in writing.

3.9 The Customer may only offset claims against counterclaims that are acknowledged by MEGGLE, undisputed, legally established or due. The Customer shall only be authorised to withhold a payment if its counterclaim is based on the same contractual relationship and is acknowledged by MEGGLE, undisputed, legally established or due.

3.10 If payment via direct debit is agreed, the Customer shall issue MEGGLE with a mandate upon request to participate in the SEPA business-to-business direct debit scheme.

3.11 If it becomes apparent that MEGGLE's claim to consideration is jeopardized by the Customer's solvency after the contract has been concluded, MEGGLE may refuse to provide its services until the Customer renders the considerationor provides a security. After a period set for this purpose, MEGGLE shall be entitled to withdraw from the contract and/or demand compensation for damages or the reimbursement of expenses if the legal requirements are met.

4. Delivery, Partial Deliveries, Force Majeure, Deliveries from Suppliers, Delivery Delays, Liability for Late Deliveries

4.1 Unless otherwise indicated or agreed by MEGGLE, all delivery dates and deadlines shall be non-binding. A delivery period shall only begin when all necessary documents, permits, clearances or other cooperative actions have been provided by the Customer or an agreed down payment has been made. Even after a delivery period has begun, MEGGLE shall not be obliged to deliver if the Customer fails to properly perform its own obligations on time, particularly if it falls in arrears. MEGGLE reserves the defence of unperformed contract.

4.2 Unless otherwise agreed, all deliveries shall be made as "Free Carrier" shipments from MEGGLE's headquarters (FCA, Incoterms 2020).

4.3 MEGGLE shall be entitled to deliver the goods in partial quantities to a reasonable extent.

4.4 If the delivery of the goods is hindered by force majeure or other unforeseeable events occurring at MEGGLE or one of its suppliers/subcontractors that prevent MEGGLE temporarily from delivering the goods on the agreed date or by the agreed deadline through no direct or indirect fault of its own, the delivery date and deadline shall be extended by the amount of time for which the performance of the contract is disrupted by such circumstances plus a reasonable recovery time. If delivery becomes completely or partly impossible or cannot be reasonably expected due to the above circumstances, MEGGLE shall insofar be released of its duty to deliver and/or entitled it withdraw from the contract. If such a disruption leads to a postponement of over 8 weeks, both contracting parties shall be entitled to withdraw from the contract; however, the Customer shall only be entitled to withdraw from the contract after setting a reasonable grace period for the delivery. Other statutory rights of withdrawal are not affected by the before mentioned provision.

4.5 Such events particularly include breakdowns caused by war, sabotage, fire, explosion, water or natural disaster or extreme natural events such as severe weather, as well as legitimate labour disputes and strikes, pandemics, epidemics or plagues, official orders, interruption or suspension of energy supply, failures or restrictions of electronic data exchange caused by a third party as well as attacks on IT systems of MEGGLE or one of its suppliers/subcontractors by third parties.

4.6 Section 4.4 shall also apply in the case of a long-term supply relationship; MEGGLE shall even be entitled to terminate the entire contract if only partial deliveries are affected but MEGGLE cannot be reasonably expected to fulfil the terms of the entire contract due to force majeure.

4.7 If MEGGLE does not receive deliveries on time or at all from its suppliers – this also includes the supply from MEGGLE'S suppliers of raw materials as well as energy such as gas –, it shall not be deemed in default of its obligations to the Customer, unless MEGGLE is responsible for the late supply or lack of supplies. MEGGLE shall be entitled to withdraw from the contract if becomes clear that its suppliers will not be able to supply the ordered goods, raw materials or the quantities of energy ordered through no fault of its own despite making parallel covering arrangements.

4.8 In the event of late delivery, MEGGLE shall be liable for damages in accordance with Section 8 of these GTC. In the event of slight

negligence, however, MEGGLE's liability for damages caused by delay shall be limited to 0.5% of the value of the delayed (partial) delivery for every full week of delay, up to a maximum of 5% of the value of the delayed (partial) delivery.

5. Special Conditions for other Services

5.1 MEGGLE shall perform the agreed services (a) with reasonable expertise and care, (b) in accordance with current scientific and technical standards. If the Client commissions MEGGLE to perform other services and if the Client provides MEGGLE with its own material or samples for performance, the Client shall be obliged to inform MEGGLE prior to performance about all known health risks/dangers of the substance, in particular during examination or processing as well as cleaning of the equipment, and to provide a safety data sheet. Customer shall provide the materials required for the provision of the other services at its own expense and for its own account on the agreed date.

5.2 Insofar as MEGGLE makes work results available electronically, responsibility for the content shall end with the start of the transmission process. Any alteration or falsification of these results by third parties outside MEGGLE's access area shall not constitute grounds for liability on the part of MEGGLE.

5.3 Test reports shall exclusively reflect the results or assessments determined at the time of the test in accordance with the ordered scope of services.

5.4 MEGGLE shall not be obliged to refer to facts or aspects or to prepare reports on them which are not included in the scope of the ordered services, examinations and/or procedures.

5.5 MEGGLE reserves all rights to all processes, test methods, devices and/or equipment including improvements thereto.

5.6 Changes in performance requested by the Customer after the order has been placed shall not affect the validity of the results. Changes in performance shall be regulated in a written supplementary contract prior to the start of the performance, in which the additional remuneration and any changes in the time schedule shall be stipulated. If it becomes apparent during an analysis that, due to the nature of the sample or the nature of a test specimen, it does not lead to a usable result according to the prescribed or agreed test procedures, MEGGLE shall make suggestions for further testing. In this case, the Customer shall bear the costs for the resulting additional expenditure, unless otherwise agreed.

6. Default on Acceptance, Storage Costs, Flat-Rate Compensation

6.1 If the Customer defaults on the acceptance of the goods or culpably violates any other of its obligations to cooperate, MEGGLE shall be entitled, without prejudice to its other rights, to appropriately consign or store the goods at the risk and expense of the Customer. MEGGLE may commission a forwarding agent or warehouse keeper for such purposes. If MEGGLE stores the goods on its own premises, it shall be entitled to a storage fee amounting to 0.25% of the net purchase price of the stored goods per full week of storage. Higher or lower storage costs may be proven and charged accordingly. MEGGLE reserves the right to assert further claims.

6.2 The risk of the accidental loss or deterioration of the goods shall be transferred to the Customer at the point in time at which it defaults on acceptance.

6.3 If the Customer refuses to accept the delivery of the contractually agreed goods, or if a reasonable grace period for acceptance expires without the desired result, MEGGLE shall be entitled to withdraw from the contract and/or demand compensation for damages instead of providing the service. In such cases, MEGGLE shall be entitled to demand 20% of the agreed net purchase price from the Customer as compensation. The Customer shall be free to present evidence that MEGGLE has not incurred any damage or less damage than the flat-rate compensation. MEGGLE reserves further rights, particularly the right to prove it has incurred a greater degree of damage.

7. Complaints for Defects, Warranty

7.1 The Customer may only assert claims for defects if it inspects the goods immediately after delivery, and in any case before processing the goods. Apparent defects must be immediately reported to MEGGLE in writing (within one week of delivery at the latest). If a hidden defect subsequently becomes apparent, a written complaint must similarly be made immediately (within one week of its discovery at the latest). If the Customer fails to report a defect, the delivery shall be considered faultless and approved. Any rejected goods must be properly stored by the Customer at its own expense. The timeliness of a complaint shall depend on the time at which it is received by MEGGLE.

7.2 The product to be delivered shall be free from material defects if it has the agreed quality (subjective requirement). All product specifications and other manufacturer's information which are the subject matter of the individual contract shall be deemed to be an agreement on quality in this sense. If no quality agreement has been made in the individual agreement the product specification shall apply in priority towards other manufacturer information that have been published by MEGGLE (at the time of the conclusion of the contract). MEGGLE shall only be liable for the characteristics of a packaging with regard to its usability for a specific purpose of use if this purpose of use was so presupposed or expressly agreed in the contract concluded between MEGGLE and the Customer.

7.3 If the Customer reports a defect on time in accordance with Section 7.1, MEGGLE shall be entitled, at its own discretion, to resolve the issue by either remedying the defect or delivering another flawless item. If MEGGLE decides to remedy the defect, it shall bear all the necessary expenses, unless the rectification measure is made more expensive by the fact that the goods have been moved to a different location since delivery.

7.4 The Customer may only assert claims against MEGGLE for the breach of third-party industrial property rights or copyrights if it immediately informs MEGGLE in writing about any such claims asserted by third parties, it does not acknowledge a breach and allows MEGGLE to take care of all protective measures and settlement agreements. Furthermore, the Customer may not assert claims if the breach of third-party industrial property rights or copyrights is caused by special requirements of the Customer, by an application of the goods that could not be foreseen by MEGGLE, or by the fact that the delivery is changed by the Customer or used alongside products that are not supplied by MEGGLE.

7.5 The Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the expected quality of a product or a minor impairment of its usability.

7.6 With the exception of claims for damages, MEGGLE will not be held responsible for hidden defects that become apparent six months after the products have been delivered.

7.7 The Customer may only assert claims for damages caused by defects if MEGGLE's liability is not excluded or limited in accordance with Section 8 of these GTCs. The Customer may not assert any claims for defects beyond those stipulated in Section 7 of these GTCs.

7.8 The limitations set out in Section 7 shall not apply if MEGGLE has fraudulently concealed a defect or to the extent MEGGLE issued a guarantee for product qualities.

8. Liability

8.1 MEGGLE shall be fully liable for damages in the event of intent and gross negligence. In the event of a slightly negligent breach of a primary contractual duty or a secondary contractual duty, the breach of which jeopardises the achievement of the contractual purpose or the fulfilment of which allows the contract to be properly performed in the first place and in the compliance with which the Customer may put its trust (hereinafter referred to as an "**essential secondary duty**"), MEGGLE's liability shall be limited to the typical degree of damage for the type of contract in question that was foreseeable at the time the contract was concluded.

8.2 In the event of a slightly negligent breach of a primary contractual duty or essential secondary duty, MEGGLE's liability shall be limited to two times the order value.

8.3 MEGGLE shall not be held liable for the slightly negligent breach of secondary contractual duties that are not essential secondary duties.

8.4 The above exclusions and limitations shall not apply if defects are fraudulently concealed or if a guarantee is undertaken for product qualities, nor shall they apply to MEGGLE's liability for claims asserted by the Customer in accordance with the Obligations Act or for damage to the Customer's life, limb or health. This shall not reverse the burden of proof to the detriment of the Customer.

8.5 If MEGGLE's liability is excluded or limited, this shall also apply to the personal liability of MEGGLE's legal representatives, employees, workers and vicarious agents.

8.6 With the exception of claims resulting from prohibited acts, any claims for damages asserted by the Customer, where MEGGLE's liability is limited in accordance with Section 8 of these GTCs, shall expire two years from the date of notifying MEGGLE.

9. Reservation of Proprietary Rights

9.1 MEGGLE shall retain ownership of the delivered goods (hereinafter referred to as "**goods subject to the reservation of proprietary rights**") until the settlement of all claims held against the Customer within the scope of the supply contract and any other claims that MEGGLE acquires against the Customer in direct connection with the delivered goods, regardless of the legal grounds. Furthermore, MEGGLE shall retain ownership of goods subject to the reservation of proprietary rights until the settlement of any other claims that MEGGLE acquires against the Customer – now or in the future – regardless of the legal grounds (including any outstanding claims to the balance on a current account). In the case of a current account, the goods subject to the reservation of proprietary rights shall act as a security for the outstanding balance claims held by MEGGLE.

9.2 If goods subject to the reservation of proprietary rights are delivered to countries where the validity of the reservation of such proprietary rights is subject to specific requirements or formalities, the Customer shall do everything at its own expense and without undue delay to grant MEGGLE the appropriate security rights. The Customer shall cooperate in all measures that are necessary and beneficial for the effectiveness and enforceability of such security rights (e.g. registration, publication).

9.3 The Customer shall be entitled to process and resell goods subject to the reservation of proprietary rights within its ordinary course of business. However, the Customer shall not be entitled to process and resell goods subject to the reservation of proprietary rights if it is in arrears or has suspended its payments for more than a temporary period. If MEGGLE is the owner of goods subject to the reservation of proprietary rights, it may revoke the Customer's authorisation to process and resell such goods for objectively justifiable reasons. The Customer hereby assigns to MEGGLE all claims resulting from the processing and resale of goods subject to the reservation of proprietary rights, including any ancillary rights; MEGGLE hereby accepts the assignment.

9.4 The Customer shall remain entitled (until revocation) to collect the assigned claims. MEGGLE may revoke the authorisation to collect the claim for objectively justifiable reasons. MEGGLE reserves the right to collect the assigned claims itself. If the Customer fulfils its payment obligations, does not fall in arrears and, in particular, no application has been made to open insolvency proceedings and payments have not been suspended, MEGGLE agrees to refrain from collecting the assigned claims itself. If the Customer fails to fulfil its payment obligations and MEGGLE is therefore authorised to collect the claims itself, the Customer must, upon request, provide MEGGLE with a list of all goods subject to the reservation of proprietary rights, as well as a list of the assigned claims and the names and addresses of the debtors with the amount of the respective claims. The Customer shall be obliged to notify the debtors of the assignment of claims upon request, and MEGGLE shall be entitled to do the same.

9.5 If the Customer processes or transforms goods subject to the reservation of proprietary rights in any way within its ordinary course of business, it shall do this on behalf of MEGGLE in such a way that MEGGLE shall be regarded as the manufacturer, as described in Article 1076 of the Obligations Act, without obliging MEGGLE to accept its assignment as the manufacturer. Any processed goods shall be considered goods subject to the reservation of proprietary rights, as described in Section 9 of these GTCs. If the Customer processes, combines or mixes goods subject to the reservation of proprietary rights with other goods that are not owned by MEGGLE, the latter shall acquire co-ownership of the new item in the ratio of the final invoice amount of the goods delivered under the reservation of proprietary rights (hereinafter referred to as the "**value of the goods subject to the reservation of proprietary rights**") to the value of the other processed, combined or mixed goods at the time of the processing, combination or mixing. If the Customer acquires sole ownership of the new item, the parties hereby agree that the Customer shall transfer MEGGLE proportionate ownership of the new item in the ratio of the value of the goods subject to the reservation of proprietary rights to the value of the new item, and the Customer shall store the new item for MEGGLE free of charge. The new item resulting from the processing, combination or mixing shall otherwise be subject to the same terms and conditions as the goods subject to the reservation of proprietary rights.

9.6 The Customer must adequately insure goods subject to the reservation of proprietary rights against theft, burglary, water and fire damage, and it must maintain such insurance coverage. The Customer hereby assigns to MEGGLE any insurance claims held against its insurance company in the event of damage, provided

MEGGLE is the owner or co-owner of the damaged items; MEGGLE hereby accepts the assignment.

9.7 As long as goods are subject to the reservation of proprietary rights, MEGGLE must give its prior written consent for the goods to be pledged, transferred by way of security or otherwise transferred or changed in any way that affects MEGGLE's security. In the event of any third-party intervention (e.g. enforcement measures), the Customer must immediately notify MEGGLE, provide all information and documents required for MEGGLE to safeguard its rights and inform the third party of the reservation of MEGGLE's proprietary rights.

9.8 If the Customer breaches the contract, particularly by falling in arrears, MEGGLE shall be entitled to recover the delivered goods at the end of a reasonable grace period. However, MEGGLE shall not be obliged to set a grace period in the event of imminent danger. The recovery of the goods shall also constitute a withdrawal from the contract. MEGGLE shall be entitled to exploit any recovered items; the proceeds from any such exploitation shall be deducted from the Customer's liabilities (minus any reasonable exploitation costs).

9.9 At the request of the Customer, MEGGLE shall be obliged to waive the reservation of its proprietary rights or release its securities insofar as the realisable value of all securities granted to MEGGLE from the reservation of proprietary rights, transfer by way of security and assignment in advance exceeds the total amount of the secured claims against the Customer by over 10%; MEGGLE shall select the securities to be released.

10. Confidentiality, Contractual Penalty, Marketing Measures

10.1 Customer is obliged to use confidential information and trade secrets that have been made available to it by MEGGLE only use it to fulfill its obligations under the concluded contract, only give it to employees who are obliged to maintain confidentiality and have a need-to-know, and not pass it on to third parties, unless they (i) were already publicly known at the time of disclosure or have become so thereafter, (ii) are disclosed to Customer by a third party without Supplier breaching any confidentiality obligation, (iii) were already in Customer's possession or known to it at the time of disclosure, or (iv) were developed by Customer independently of access to the trade secrets. If those obligations are breached, MEGGLE may demand immediate return of its information and trade secrets.

10.2 The trade secrets pursuant to sub-paragraph 10. 1 shall include, in particular, MEGGLE's internal procedures, the conditions of the contract concluded, documents and information received by MEGGLE, personal data, recipes, procedural instructions, specifics of the development project including the systems used for this purpose, know-how, business relationships, business strategies, business plans, financial planning and personnel matters, the technical status, the construction and operation of the production facilities including descriptions, schedules, goals, construction drawings, plans, whereby it is irrelevant on which carrier medium they are embodied, whether they are marked as "confidential" or "secret", whether they have a special economic value from Customer's point of view or whether other technical or organisational measures are taken by MEGGLE to protect confidentiality. Furthermore, Customer undertakes not to reverse engineer, decompile, disassemble or otherwise examine the composition and/or production of information of MEGGLE which is subject to secrecy, unless this is necessary for the delivery and MEGGLE has expressly agreed to this in writing in advance. Upon MEGGLE's request to do so, Customer shall immediately return all documents and information to MEGGLE and/ or delete all confidential information from any data carriers, and to destroy all compilations, memoranda, analyses, reports or other physical and electronic documents that relate in whole or in part to confidential information, immediately, at the latest within 30 days of termination of the contract or upon termination of the Project - unless this conflicts with legal or professional duties to retain such information. Electronically stored confidential information is destroyed by completely and irrevocably deleting the files or irretrievably destroying the data carrier. In the case of confidential information stored electronically, complete and irrevocable deletion means that the confidential information is deleted in such a way that any access to this information becomes impossible, whereby special deletion methods (e.g. "wiping") are to be used that meet the recognized standards that are consistent with the state of the art and generally accepted information security standards.

The obligation to return/destroy does not apply to (i) computer backups or archive copies of confidential information generated automatically as part of the Customer's usual data backup, provided that these copies are no longer accessible to regular users and are not used for any purpose other than for backup of the data or archiving and for (ii) confidential information that must be kept for evidence or verification purposes or to fulfill statutory archiving and storage obligations. (iii) confidential information which is economically or technically impossible to return or destroy, for which the burden of proof is on the Customer, provided, however, that confidential information and/or copies thereof retained pursuant to (i) (ii) and (iii) of this paragraph the terms of section 10.1 shall apply, but with an indefinite obligation of confidentiality.

Customer shall confirm the complete return/ destruction in writing upon MEGGLE's request.

10.3 After termination of the contract, Customer shall not be permitted to use the confidential information or trade secrets to acquire, manufacture or have manufactured competitive products. This applies to every direct and indirect activity. A "competing product" means any product that corresponds to or is comparable with the goods in the order.

10.4 Customer shall pay a contractual penalty to MEGGLE in each case of a breach of the obligations referred to in sub-paragraphs 10.1 to 10.3, unless it is not responsible for the breach. The amount of the contractual penalty depends on the severity and consequences of the breach. It shall be determined by MEGGLE in each individual case at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court as to its appropriateness. This shall not affect the assertion of a claim for damages exceeding the contractual penalty on account of the breach; the contractual penalty shall be offset against any claims for damages.

10.5 Only with MEGGLE's prior written consent may Customer advertise the business relationship, in individual cases. The scope of such advertising measures shall be jointly agreed in writing.

10.6 Confidential information of MEGGLE may not be used in artificial intelligence applications without the express consent of MEGGLE.

11. Intellectual/Industrial Property Rights

11.1 Customer acknowledges that the goods as well as all drawings, documents, data, information and/or documentation provided to the Customer by MEGGLE in connection with the fulfillment of the contract are valuable technical know-how and are at least partially covered by copyrights and patents and/or other intellectual or industrial property rights such as trade secrets are protected.

11.2 Customer is not entitled to modify the goods or their packaging, product description, or instructions for use if they resell the products unchanged.

11.3 All intellectual or industrial property rights to work results created by MEGGLE in connection with the goods and the information provided remain the property of MEGGLE. Unless otherwise stipulated in the contract, Customer is granted a non-exclusive right to use Goods and other documents (only) for the limited purpose of using the product in accordance with the contract. Any other type of use requires the prior written consent of MEGGLE. In particular, any use of documents or materials for the production of goods with the same or similar properties is not permitted.

12. IT-Security

If third-party components are used in its IT infrastructure, Customer undertakes to provide security updates and to take its own measures to ensure cybersecurity in accordance with the current state of the art. Furthermore, Customer shall notify MEGGLE immediately, first by email to info.croatia@meggle.com and then by telephone, of any security-relevant incidents or security breaches in the area of Customer's IT and any third parties that could affect the contractual relationship with MEGGLE.

13. Place of Jurisdiction, Place of Performance, Foreign Trade Regulations, Applicable Law

13.1 If the Customer is a "merchant", the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship, the competent court is the Commercial Court in Zagreb. The same shall apply if the Customer does not have a general place of jurisdiction in Croatia. However, MEGGLE shall be entitled to sue the Customer at another legal venue. The above provisions shall have no bearing on the regulations governing the exclusive jurisdiction of certain institutions.

13.2 Unless otherwise indicated in the order confirmation, the place of performance shall be MEGGLE's place of business. The Customer must transfer money to MEGGLE's place of business at its own risk and expense.

13.3 The performance of the contract shall be subject to the proviso that no obstacles are posed by Croatian, or other mandatory national, EU or other international foreign trade regulations, embargoes or other sanctions. Customer acknowledges that the goods may be subject to export restrictions and that the Customer will comply with all applicable laws and regulations.

13.4 The contract shall be subject to the laws of the Republic of Croatia to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).