

General Terms and Conditions of Sale

EMBACO GLOBAL A/S

1. Scope of Applicability

1.1 These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by EMBACO GLOBAL A/S notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by EMBACO GLOBAL A/S unless and until we expressly confirm our acceptance in writing.

1.2 We reserve the right to change these GTCS at any time. We will give you thirty calendar days' notice of any changes by posting the new terms and conditions on our website, and/or supply the revised terms in all new order confirmations.

2. Offers, Purchase Orders and Order Confirmations

2.1 All offers made by EMBACO GLOBAL A/S are open for acceptance within 30 calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.

2.2 For bespoke products, the ordered quantity of your product may in rare cases deviate up to +/- 15% from the final quantity manufactured.

2.3 Upon production of bespoke products, your approval of the artwork is required. Tolerances and limitations for each print will be listed on the artwork for approval. EMBACO GLOBAL A/S cannot be held liable for an incorrect artwork which has been approved by the customer.

2.4 All purchase orders issued by you shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on EMBACO GLOBAL A/S unless and until confirmed by EMBACO GLOBAL A/S in writing.

2.5 For all orders, a Sales Order confirmation for the total quantity, to which the customer commits to, is created and sent via email. Upon receipt, you must always inspect the Sales Order confirmation for the ordered products. If you have any objections, you are obliged to notify us immediately.

2.6 All agreed prices are only valid upon payment on time. EMBACO GLOBAL A/S reserves the right to charge list price for all invoices paid past due.

2.7 Upon termination of a customer for whatever reason, EMBACO GLOBAL A/S reserves the right to invoice all confirmed orders that have not yet been invoiced at the time of termination.

2.8 In cases where EMBACO GLOBAL A/S holds confirmed and not yet invoiced orders for a customer who enters bankruptcy, liquidation, or other insolvency proceedings, EMBACO GLOBAL A/S reserves the right to dispose of or destroy such goods without further notice, provided that:

- EMBACO GLOBAL A/S retains its claim against the bankruptcy estate or the customer;
- The goods have not been collected or paid for within 30 calendar days following written notification from EMBACO GLOBAL A/S to the customer or the estate, and
- The goods cannot, in EMBACO GLOBAL A/S' sole discretion, reasonably be resold to other customers without incurring a material loss.

Disposal or destruction of goods under this clause shall not constitute a waiver or reduction of EMBACO GLOBAL A/S' right to payment or damages from the customer or the estate for the goods in question, including but not limited to production, storage, or disposal costs.

3. Samples

3.1 When EMBACO GLOBAL A/S has made sample(s) available, you are obligated to examine and test samples prior to the initial purchase to determine whether the goods: i) meet your requirements; ii) are appropriate for your intended use; and iii) comply with all compatibility and use requirements including those referred to in sections 3.4 and 4.

3.2 If you are a reseller, the foregoing condition also applies to the resale of goods to Third Party Buyers.

3.3 Once samples are made available the purchase order for goods acts as confirmation of such examination and testing.

3.4 Prior to placing a purchase order, the Customer is responsible for conducting a trial production using a sufficient quantity of samples across their full production chain, including but not limited to filling, capping, labelling, cooling, and any subsequent processing such as High-Pressure Processing (HPP) or similar treatments. The Customer must verify that the goods are suitable for their intended use under the actual conditions of their production environment, including filling temperatures, pressures, and downstream handling. The placement of a purchase order constitutes confirmation that such trial production has been conducted and that the goods have been deemed suitable by the Customer. EMBACO GLOBAL A/S cannot be held liable for any incompatibility, deformation, or failure of the goods arising from conditions or processes in the Customer's production environment.

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4. Product Handling and Storage

4.1 The Customer is responsible for ensuring that all products delivered under this Agreement are stored and handled in accordance with the applicable product specifications and technical datasheets provided by EMBACO GLOBAL A/S. This includes, but is not limited to, appropriate storage conditions with regard to temperature, sunlight exposure, humidity, and stacking to preserve product integrity.

4.2 EMBACO GLOBAL A/S cannot be held liable for any damage, deformation, or degradation of products resulting from improper storage, handling, or use by the Customer or any third party acting on the Customer's behalf.

5. Prices and Terms of Payment

5.1 The prices stated in the Sales Order confirmation are based on the prices applicable at the time of confirmation. The prices applicable at the time of dispatch shall govern the final invoice. The sales invoice shall be issued on the day the order is dispatched. In the event of a price adjustment between the date of the Sales Order confirmation and the date of dispatch, the adjusted prices shall apply in accordance with section 5.3.

5.2 All agreed prices are only valid upon payment on time. EMBACO GLOBAL A/S reserves the right to charge list price for all invoices paid past due.

5.3 Prices are subject to adjustment in accordance with the following models:

5.3.1 Raw Material Adjustment - Prices may be adjusted on a monthly or quarterly basis, depending on market volatility, based on developments in relevant raw material indices, including but not limited to ICIS indices for PET, PE, PP and other applicable materials. The Supplier shall notify the Customer with a minimum of 14 days' notice prior to the effective date. Price adjustments take effect from the 1st of the following month and apply to all orders dispatched on or after that date, regardless of when the order was placed or when the Customer resells the goods.

5.3.2 Annual General Adjustment - Prices are adjusted once a year with effect from the 1st of January, based on the development in the Harmonised Index of Consumer Prices (HICP) as published by Eurostat, measured as the change from October of the preceding year to October of the current year, however a minimum adjustment of 3%. The Supplier shall notify the Customer no later than the 1st of December of the preceding year. This adjustment covers labour, electricity, packaging, and other general cost variables impacting the Supplier's cost structure.

5.3.3 Distribution Cost Adjustment - Transport and distribution costs related to delivery of finished products from production to the Customer are subject to adjustment on the same terms as 5.3.1, with a minimum of 14 days' notice prior to the effective date. Transport costs related to inbound raw materials and production packaging are included in the annual adjustment under 5.3.2.

5.4 Unless expressly stated otherwise in our quotation, sales order or invoice, payment for goods shall be made net 8 days from invoice date, without offset or deduction.

5.5 You must submit such financial information from time to time as may be reasonably requested by EMBACO GLOBAL A/S for the establishment or continuation of payment terms. We may in our sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or similar.

5.6 If the Customer fails to settle a correctly issued invoice within 7 calendar days of the due date, EMBACO GLOBAL A/S reserves the right to: (i) reject any subsequent purchase orders and withhold fulfilment of all outstanding orders until all overdue invoices have been settled; (ii) charge storage and other costs incurred as a result of being unable to ship goods according to the confirmed delivery date; and (iii) charge interest from the due date to the date of payment at the rate of 2% per month. These rights are in addition to, and not in limitation of, any other rights or remedies to which EMBACO GLOBAL A/S may be entitled at law or in equity.

5.7 Title to goods delivered shall remain vested in EMBACO GLOBAL A/S and shall not pass to the Customer until the goods have been paid for in full. EMBACO GLOBAL A/S reserves the right to retake goods covered by overdue invoices. The Customer must insure all goods delivered to their full replacement value until title has passed.

5.8 Molds and Tooling - Unless otherwise explicitly agreed in writing, molds and tooling used in connection with the production of goods under this Agreement remain the property of their respective owner, being either the manufacturer or EMBACO GLOBAL A/S. Any contribution by the Customer towards mold or tooling costs shall not be construed as conferring any ownership rights or other rights over such molds or tooling to the Customer, unless explicitly agreed otherwise in writing between the Parties.

6. Terms of Delivery and Late Delivery

6.1 Unless expressly stated otherwise in our order confirmation, all deliveries of goods shall be delivered in accordance with Incoterms 2020. The risk of loss of or damage to goods shall pass to you in accordance with the agreed delivery term. If no specific term is agreed DAP shall apply.

6.2 The delivery dates of generic goods shall be those set forth in our order confirmation. If we fail to deliver generic goods within seven calendar days of the agreed delivery date, you may terminate the applicable purchase order in whole or in part (as to those goods affected by the delay) by providing written notice to sales@embaco.com of termination to EMBACO GLOBAL A/S within seven calendar days of the expiration of the grace period. For bespoke goods, we reserve the right to fail to deliver within 45 calendar days of the agreed delivery date. Hereafter, you may terminate the applicable purchase order in whole or in part (as to those goods affected by the delay) by providing written notice to sales@embaco.com of termination to EMBACO GLOBAL A/S within seven calendar days of the expiration of the grace period.

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6.3 We reserve the right to make delivery in installments.

7. Acceptance of Goods

7.1 The Customer must inspect goods delivered upon receipt. The Customer is deemed to have accepted the goods unless written notice of rejection, specifying the reasons for rejection, is submitted to EMBACO GLOBAL A/S at logistics@embaco.com within five (5) calendar days after delivery of the goods.

7.2 Goods that have been opened in part or fully and/or used cannot be returned to EMBACO GLOBAL A/S for any reason, unless explicitly agreed otherwise in writing by EMBACO GLOBAL A/S prior to the return.

7.3 Any return of goods requires prior written approval from EMBACO GLOBAL A/S. Return procedures shall be agreed on a case-by-case basis between the Parties.

8. Warranty

8.1 We warrant that upon delivery and for a period of six months from the date of delivery, goods purchased hereunder will conform in all material respects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, irresponsible storage, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than EMBACO GLOBAL A/S.

8.2 With respect to goods which do not conform to the warranty, our liability is limited, at our election, to (i) refund of the purchase price for such goods less a reasonable amount for usage, (ii) repair of such goods, or (iii) replacement of such goods; provided, however, that such goods must be returned to EMBACO GLOBAL A/S, along with acceptable evidence of purchase, within 10 calendar days after you discovered the lack of conformity or ought to have discovered it.

8.3 We make no other warranty, express or implied, with respect to goods delivered hereunder, and the warranty constitutes our sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). In particular, we make no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any purpose.

8.4 EMBACO GLOBAL A/S shall not be responsible under this limited warranty for fit or other compatibility problems when the goods are used with goods of another manufacturer.

8.5 The warranty does not cover any incompatibility, deformation, failure, or other issues arising from the Customer's production environment or processes, including but not limited to filling conditions, filling temperatures, pressures, capping, labelling, cooling, High Pressure Processing (HPP), or any other downstream handling or treatment. It is the Customer's sole responsibility to verify the suitability of the goods for their specific production environment prior to ordering, as set out in section 3.4.

9. Intellectual Property Rights Infringement

9.1 If any goods delivered hereunder are held to infringe a third party's patent, utility model, design, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (a) procure for you the right to continue using the goods; (b) replace the goods with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; (c) modify the goods to make them non-infringing; or (d) refund the purchase price of the goods less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

9.2 If any goods delivered are held to infringe a third party's rights, and if the infringement is caused by design etc. ordered or performed by you or any party acting on your behalf, EMBACO GLOBAL A/S takes no responsibility and you are obliged to defend, indemnify and hold EMBACO GLOBAL A/S and its affiliates harmless for all and any direct and indirect costs related to the infringement.

10. Limitation of Liability

10.1 Neither of us will be entitled to, and neither of us shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, re-procurement costs, loss of data, injury to reputation or loss of customers. Your recovery from us for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.

10.2 We shall not be liable for any claims based on our compliance with your designs, specifications or instructions or repair, modification or alteration of any goods by parties other than us or use in combination with other goods.

11. Confidential Information

11.1 All non-public information conveyed by a party ("Disclosing Party") to the other party ("Receiving Party") regarding prices, costs, discounts, product specifications, drawings, sourcing arrangements, customer and distributor information, business strategies, finances, production methods, know-how and concepts is proprietary and confidential ("Confidential Information").

11.2 The Receiving Party agrees not to disclose any Confidential Information to third parties and shall advise its employees, officers, directors, consultants, subcontractors, and other third parties with access to such information of its confidential nature. The Receiving Party shall take all reasonable steps to protect the Confidential Information from unauthorised disclosure or use.

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11.3 The confidentiality obligations set out in this section shall remain in force during the term of the Agreement and for a period of two (2) years following its termination, regardless of the reason for termination.

12. Advice

12.1 At request, EMBACO GLOBAL A/S may furnish such technical or other Advice as it has available with respect to the use of the goods. EMBACO GLOBAL A/S assumes no obligation or liability for any Advice it furnishes concerning the goods.

13. Force Majeure

13.1 Either party shall be excused from any delay or failure in performance if caused due to any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period more than 30 calendar days, either party shall have the right to terminate the applicable contract(s) of sale, without liability, upon thirty calendar days' prior written notice to the other party.

14. Governing Law and Jurisdiction

14.1 These General Terms and Conditions of Sale, including all and any other terms entered into between the parties, are governed by and shall be interpreted in accordance with the laws of Denmark, disregarding the Danish choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

14.2 Any dispute or claim between the parties which cannot be settled amicably is to be brought before the Copenhagen City Court.

15. Extended Producer Responsibility (EPR)

15.1 The Customer acknowledges that the products delivered under this Agreement may be subject to Extended Producer Responsibility (EPR) obligations and other applicable packaging and environmental regulations in the country of use. It is the sole responsibility of the Customer to ensure compliance with all such regulations, including but not limited to registration, reporting, and financial contribution requirements applicable in the relevant jurisdiction.

15.2 EMBACO GLOBAL A/S shall not be liable for any costs, penalties, or obligations arising from the Customer's failure to comply with applicable EPR or packaging regulations in the country of use.

16. Validity

16.1 These Terms & Conditions of Sale are valid and applicable as of July 1 2026.