



General Terms of Trade (as amended on 1.12.2021,
available at www.mm.group/en/gtt)

1 General

1.1 In the following, the term "MM" shall mean the respective cartonboard or paper manufacturing or processing company that is a member of the MM Group, whereby any company in which Mayr-Melnhof Karton Aktiengesellschaft holds an interest equalling 50% or more of such company's nominal capital shall be deemed to be a member of the MM Group (a list of the relevant companies that are members of the MM Group at any given time is available at www.mm.group/en/legal-entities/), and the term "Buyer" shall mean the person or legal entity with whom MM enters into a business relationship. The Buyer confirms that it is an entrepreneur. These General Terms of Trade shall apply to any contract concluded between MM and the Buyer (hereinafter referred to as "contract"), also in the form of e-commerce transactions through orders placed by the Buyer via the MM Group's platform "MM Digital", as well as to any subsequent orders in the case of ongoing business relations, whereby the applicability of any general terms and conditions of the Buyer shall be excluded. By placing an order the Buyer is deemed to have accepted these General Terms of Trade. The terms and conditions set out hereinbelow shall also apply if the Buyer, in connection with the conclusion of the contract, makes references to its own, differing general terms and conditions and/or if these are printed on documents issued by the Buyer, including in particular order forms. Any counter-confirmations by the Buyer that include different terms and conditions are expressly rejected. INCOTERMS in the current version as issued by the ICC (International Chamber of Commerce) from time to time (currently INCOTERMS 2020) shall apply only upon the explicit written approval or explicit agreement via MM Digital by MM and to the extent expressly set out therein.

1.2 Any offers issued by MM shall not be binding.

1.3 If the Buyer chooses to reserve goods with MM via the MM Group's MM Digital platform, such reservations shall only be valid for the period of time specified in the individual reservation notice issued to the Buyer. If the Buyer fails to place an order for the reserved goods within such period of time, the reservation shall be deemed automatically cancelled and MM shall no longer be bound by the reservation.

1.4 Orders, as well as modifications to confirmed orders made by the Buyer or any oral agreements shall be deemed accepted and binding only upon written confirmation by MM through its authorised representatives or explicit agreement with MM via the MM Group's MM Digital platform in accordance with the procedure set out therein. Any correspondence merely confirming receipt of an order (including, but not limited to, automatically generated electronic confirmation-of-receipt emails in the case of transactions via the MM Group's platform MM Digital) does not amount to acceptance of the order itself. Failure to reply by MM shall not be deemed tacit approval. With regard to the specific technical steps required for placing an order via the MM Group's MM Digital platform, reference is made to the instructions displayed in the MM Digital platform and its individual purchase-flow pages respectively, which are to be followed. Any additional corresponding information obligations are hereby expressly excluded. In the event that the terms contained in a confirmation of order by MM differ from those contained in the Buyer's order, the terms set out in MM's confirmation shall be deemed accepted by the Buyer unless the Buyer objects to such terms within 48 hours. MM shall not accept liability for, or be subject to any duty of inspection in respect of, any errors that occur in the course of the ordering process, unless notified thereof forthwith by the Buyer on receipt of the confirmation of order or at the latest within 24 hours from such receipt.

1.5 If the Buyer wishes to unilaterally cancel or modify the contract after the order confirmation has been issued but not later than 72 hours prior to production (and if, in the latter case, MM refuses to agree to the relevant modifications), the Buyer shall be liable to pay a cancellation charge (irrespective of fault) equalling 10% of the cancelled net contract value plus VAT, if any. In the event of a cancellation within the last 72 hours prior to production the cancellation charge shall equal 20% of the cancelled net contract value plus VAT, if any. In each case the Buyer shall have the right to evidence that the damage suffered by MM was less than 10% and 20% respectively of the cancelled net contract value. A cancellation after the start of production shall not be possible. The burden of proof that at the time a cancellation is requested, production had already started or was scheduled to start within the next 72 hours, shall be on MM. The aforesaid shall not affect any further damage claims of MM.

1.6 The languages to be used in contracts, orders and complaints shall be German, English, French, Spanish, Italian, Dutch, Slovenian, Finnish and Polish.

2 Delivery and passing of risk

2.1 The delivery periods or delivery dates indicated by MM and designated as binding shall be ex works and shall, subject to what is stated hereinafter, only become binding after the order confirmation has been issued, but shall in any case not become binding prior to the receipt of any agreed advance payments, letters of credit or bank guarantees. Goods shall be delivered exclusively for use in accordance with the specified purpose. Any lead times or delivery time slots indicated in the order confirmation but not expressly communicated as

binding (without stating a binding delivery date) shall be for information purposes only and shall not be binding on MM.

2.2 In the case of call off orders the ordered goods shall be ready for despatch on the delivery date confirmed as binding (date communicated to the Buyer as binding on the order confirmation). Any failure by the Buyer to call forward the ordered goods by the confirmed delivery date shall constitute a delay in acceptance. In this event MM shall have the right, in addition to its rights under clause 6 of these General Terms of Trade, to demand acceptance of delivery of the ordered and manufactured goods. If the Buyer fails to accept delivery of the ordered goods on the delivery date (on the date communicated to the Buyer on the order confirmation), the Buyer shall be liable for all costs incurred by MM in handling, transporting, storing and insuring such ordered goods.

2.3 In the event of noncompliance with the delivery date by MM, the Buyer shall expressly grant a reasonable period of grace, dependent, to the extent permitted by law, on MM's order situation at the time. If such period of grace expires without the delivery being made or if MM notifies the Buyer that delivery cannot be made, the Buyer shall be entitled to terminate the contract. Such termination must be declared in writing within one week after the expiry of the period of grace or after MM's notification referred to above. In the case of framework agreements or multi-delivery contracts the right to terminate shall only apply to the relevant individual delivery in delay. MM shall be liable for any damage suffered by the Buyer in accordance with the provisions in clause 10 of these General Terms of Trade.

2.4 Unless explicitly agreed otherwise in writing, MM shall be entitled to effect deliveries in one or more parts.

2.5 Unless explicitly agreed otherwise in writing, MM shall be entitled to assign any contract to any other company that is a member of the MM Group without the Buyer's approval. The Buyer hereby grants its explicit consent to such assignment.

2.6 The detailed specifications relating to the contract shall be agreed separately between MM and the Buyer. If the Buyer fails to provide MM with detailed specifications (specifications as to size, quantity, quality, etc.) regarding a contract in due time, MM shall not be obliged to comply with the designated binding delivery date, if any. MM reserves the right to terminate the contract after granting a reasonable period of grace for the submission of such specifications, whereby the provisions in clause 1.5 of these General Terms of Trade relating to cancellation charges shall apply mutatis mutandis (in this case the cancellation charges shall equal 10% of the cancelled net contract value plus VAT, if any, whereby the Buyer shall again have the right to evidence that the damage suffered by MM was less than the said amount).

2.7 MM's obligation as to delivery within the agreed binding period of time, if any, is expressly contingent on the timely performance by the Buyer of (i) all of the Buyer's payment obligations and (ii) any other obligations under the contract, if and to the extent any failure to timely perform any such other obligations hinders or otherwise impedes delivery by MM within the agreed period of time.

2.8 Unless explicitly agreed otherwise in writing (in particular by way of INCOTERMS), MM's plant or warehouse from which the goods are delivered shall be the place of performance. All risks and hazards shall pass to the Buyer at the place of performance as soon as the goods are ready for collection on the confirmed delivery date.

2.9 If MM, upon the Buyer's request, despatches the goods to any other place than the place of performance, all risks and hazards shall pass to the Buyer upon MM having handed over the goods to the shipping agent, the carrier or any other person or agency designated for such handling.

2.10 Unless explicitly agreed otherwise in writing, MM reserves the right to choose the shipping agent for carriage-free deliveries.

3 Prices

3.1 Any and all prices shall be in Euro as agreed and exclusive of VAT unless a different currency has been agreed with the Buyer. Payments may only be made in the agreed currency.

3.2 MM and the Buyer agree that not all of the goods which are subject to the contract are made to stock by MM. In the period between the conclusion of the contract and the delivery of the goods circumstances may therefore arise which cause a significant increase in the manufacturing costs of the goods to be produced and could not be taken into account in the calculation of prices relevant at the time the contract was concluded.

If the Buyer purchases cartonboard or cartonboard packaging from MM on the basis of these General Terms of Trade, it is agreed, in respect of the production costs referred to below, for each of the categories cartonboard packaging, virgin fibre board and recycled board, that, to the extent set out below in each case, part of the agreed net remuneration as specified below shall be subject to indexation.



For individual orders, the reference period shall commence on the day the order is placed and continue until the day of the agreed delivery. Subject to the provisions set out below regarding the increase in the cost of energy, where reference is made to the monthly arithmetic mean for the respective preceding full calendar months, in the case of such individual orders the reference basis for the calculation of the adjustment shall be the index figure, as specified below, for the first day of the month during which the order is placed, and the basis for comparison shall be the index figure, as specified below, for the first day of the month during which the ordered goods are delivered.

For standing orders (in particular periodic deliveries on the basis of price sheets) the reference period shall commence on the day the contract is concluded (or the most recent price changes agreed within the framework of the standing order were made) and shall continue until the day of the agreed delivery. Again subject to the provisions set out below regarding the increase in the cost of energy, where reference is made to the monthly arithmetic mean for the respective preceding full calendar months, in the case of such standing orders the reference basis for the calculation of the adjustment shall also be the index figure, as specified below, for the first day of the month during which the contract is concluded (or the most recent price changes agreed within the framework of the standing order were made), and the basis for comparison shall be the index figure, as specified below, for the first day of the month during which the ordered goods are delivered.

a. In respect of cartonboard packaging, 40% of the contractually agreed net remuneration shall be increased (this shall not affect the remaining amount of the net remuneration) to the extent to which the cost of cartonboard of the types GC (virgin fibre board) or GD (recycled board), as applicable, has increased during the reference period in accordance with the index PPI Germany GC 2 and GD 2, respectively, in EUR/t, if such increase equals or exceeds 15%. Once the said threshold of 15% is reached or exceeded, an adjustment will be made reflecting the total increase in costs (and not only the portion of the increase exceeding the said 15% threshold), which in the case of individual orders and standing orders shall apply to the specific deliveries concerned and in the case of standing orders shall also apply to all subsequent deliveries occurring after MM's reasonable written request for such a price adjustment. 40% of the contractually agreed net remuneration for cartonboard packaging, or of the net remuneration as adjusted at the time of the preceding price adjustment made by MM pursuant to this provision of the General Terms of Trade, shall be adjusted proportionately to the increase of the index figure of the index PPI Germany GC 2 and GD 2, respectively, in EUR/t compared to the reference basis. The index figure used for the adjustment shall constitute the reference basis for subsequent calculations.

b. In respect of virgin fibre board the following shall apply:

i. upon an increase in the cost of cellulose: 40% of the contractually agreed net remuneration for virgin fibre board (the remaining amount of the net remuneration shall not be affected) shall be increased to the extent to which the cost of cellulose has increased during the reference period in accordance with the index NBSK in EUR/t, if such increase equals or exceeds 15%.

ii. upon an increase in the cost of energy: 15% of the contractually agreed net remuneration for virgin fibre board (the remaining amount of the net remuneration shall not be affected, subject to any adjustment in accordance with clause b(i) above) shall be increased to the extent to which the cost of energy (in particular natural gas, electricity, etc.) has increased during the reference period in accordance with Natural Gas THE Day Ahead – traded at EEX* in EUR/MWh, if such increase equals or exceeds 20%.

Once the said threshold of 15% (clause b(i)) and 20% (clause b(ii)) respectively is reached or exceeded, an adjustment will be made reflecting the total increase in costs (and not only the portion of the increase exceeding the said thresholds), which in the case of individual orders and standing orders shall apply to the specific deliveries concerned and in the case of standing orders shall also apply to all subsequent deliveries occurring after MM's reasonable written request for such a price adjustment. The contractually agreed net remuneration for virgin fibre board, or the net remuneration for virgin fibre board as adjusted at the time of the preceding price adjustment made by MM pursuant to this provision of the General Terms of Trade, shall

- in the case of an increase in the cost of cellulose pursuant to clause b(i) (only for a percentage of 40% of the relevant net remuneration) be adjusted proportionately to the increase of the index figure of the index NBSK in EUR/t compared to the reference basis;

- in the case of an increase in the cost of energy pursuant to clause b(ii) (only for a percentage of 15% of the relevant net remuneration) be adjusted proportionately to the increase of Natural Gas THE Day Ahead – traded at EEX* compared to the reference basis.

*monthly arithmetic mean for the full calendar month preceding the day of placing of the order and of delivery respectively, in EUR/MWh (GCV), rounded in accordance with standard commercial practice to the third decimal place, of the final published EEX THE, Day-Ahead and Weekend, End of Day prices for all days of the respective month, published by EEX at www.powernext.com.

The index figure used for the relevant adjustment pursuant to clause b(i) or b(ii) shall constitute the reference basis for subsequent calculations. Adjustments pursuant to clauses b(i) and b(ii) may also be made cumulatively, provided the relevant requirements as specified above are met.

c. In respect of recycled board and liner, the following shall apply:

(i) upon an increase in the cost of waste paper: 40% of the contractually agreed net remuneration (the remaining amount of the net remuneration shall not be affected) shall be increased to the extent to which the cost of waste paper has increased during the reference period in accordance with EUWID Germany in EUR/t, if such increase equals or exceeds 25%.

(ii) upon an increase in the cost of energy: 15% of the contractually agreed net remuneration for recycled board and liner respectively (the remaining amount of the net remuneration shall not be affected, subject to any adjustment in accordance with clause c(i) above) shall be increased to the extent to which the cost of energy (in particular natural gas, electricity, etc.) has increased during the reference period in accordance with Natural Gas THE Day Ahead – traded at EEX* in EUR/MWh, if such increase equals or exceeds 20%.

Once the said threshold of 25% (clause c(i)) and 20% (clause c(ii)) respectively is reached or exceeded, an adjustment will be made reflecting the total increase in costs (and not only the portion of the increase exceeding the said thresholds), which in the case of individual orders and standing orders shall apply to the specific deliveries concerned and in the case of standing orders shall also apply to all subsequent deliveries occurring after MM's reasonable written request for such a price adjustment. The contractually agreed net remuneration for recycled board or liner, or the net remuneration for recycled board or liner as adjusted at the time of the preceding price adjustment made by MM pursuant to this provision of the General Terms of Trade, shall

- in the case of an increase in the cost of waste paper pursuant to clause c(i) (only for a percentage of 40% of the relevant net remuneration) be adjusted proportionately to the increase of the index figure of the index EUWID Germany in EUR/t compared to the reference basis;

- in the case of an increase in the cost of energy pursuant to clause c(ii) (only for a percentage of 15% of the relevant net remuneration) be adjusted proportionately to the increase of Natural Gas THE Day Ahead – traded at EEX* compared to the reference basis.

*monthly arithmetic mean for the full calendar month preceding the day of placing of the order and of delivery respectively, in EUR/MWh (GCV), rounded in accordance with standard commercial practice to the third decimal place, of the final published EEX THE, Day-Ahead and Weekend, End of Day prices for all days of the respective month, published by EEX at www.powernext.com.

The index figure used for the relevant adjustment pursuant to clause c(i) or c(ii) shall constitute the reference basis for subsequent calculations. Adjustments pursuant to clauses c(i) and c(ii) may also be made cumulatively, provided the relevant requirements as specified above are met.

3.3 MM shall notify the Buyer in writing of the envisaged price increases pursuant to the provisions in clause 3.2 of these General Terms of Trade. If the Buyer refuses to accept the net remuneration increased pursuant to the above provisions, the Buyer shall have the right to terminate the relevant individual contract or standing order (in each case only in respect of any deliveries or partial deliveries as yet outstanding) within ten calendar days from such written notification. MM shall have the right to unilaterally avert the Buyer's termination by confirming to the Buyer in writing, within ten calendar days from the receipt of the Buyer's notice of termination, that MM waives the increase of the net remuneration resulting from the above provisions.

3.4 Unless agreed otherwise in writing by MM (in particular by way of INCOTERMS), the prices confirmed and stated on the price list shall be exclusive of customs charges but shall include costs of standard packaging, reject sheets, loading costs, transport costs and standard sheeting costs, if any, on the basis of 30 days net. Any additional ancillary costs shall be borne by the Buyer.

3.5 In case prices are agreed with the Buyer in a currency other than Euro (or than the national currency at the MM location) and this currency devaluates by 5% or more versus the



Euro (or the national currency at the MM location) after the conclusion of the contract compared to the date of conclusion of the contract, the net remuneration shall be increased in accordance with such devaluation. MM shall be entitled to charge a corresponding (nominal) price increase at the latest upon submitting the invoice.

3.6 Unless expressly confirmed in the confirmation of order or agreed otherwise elsewhere, and subject to the above provisions relating to price adjustments resulting from an increase in the cost of production and/or from a devaluation, the price list of MM valid at the time of the confirmation of order, including the upcharges and discounts set out therein, shall apply. The prices indicated in MM's price list or the MM Group's MM Digital platform shall not be binding on MM and shall in any event be subject to adjustment by MM in the case of obvious errors.

3.7 The Buyer shall be obliged to accept deviations of the invoiced price compared to the price on the order confirmation if such deviations result from service charges under the contract such as e.g. storage fees or upcharges or discounts on delivered quantity.

3.8 Call off orders shall be subject to the existence of a valid stock agreement to be separately agreed between MM and the Buyer.

4 Terms of payment

4.1 The Buyer shall have a right to set-off only in respect of counterclaims that are undisputed or have been upheld and declared unappealable, and in respect of warranty claims. In all other cases, and unless agreed otherwise in writing or expressly agreed via the MM Group's MM Digital platform, payments shall be made without deductions within 30 days of the invoice date. Notwithstanding the provisions in clause 2.8 of these General Terms of Trade the place of performance for payments shall be MM's corporate location. Payments by bill of exchange or cheque as well as deductions for discounts shall be accepted by MM only if explicitly agreed in the invoice. Money orders, bills of exchange or cheques are not accepted in lieu of performance of the payment but only subject to being honoured. If a payment is made by money order, bill of exchange or cheque the payment shall be deemed to have been performed only as per the value date applicable to the relevant credit entry. Any bank charges shall be payable by the Buyer. MM shall not be liable for presentation to be made in due time.

4.2 Default interest shall be payable on overdue amounts at the rate of 700 basis points above the 3-months-EURIBOR rate for the invoiced currency p.a. MM shall further be entitled to the reimbursement of any costs incurred in connection with reminders, collection, inquiries and investigations as well as legal counsel.

4.3 If payments are outstanding for deliveries in respect of which title to the delivered goods has been transferred, any payments received shall be appropriated first to such outstanding claims and only after full settlement thereof to claims regarding deliveries still subject to retention of title. Any partial payment by the Buyer shall be appropriated first to accrued costs and other incidental charges (e.g. default interest, reminder charges) and only after settlement thereof to outstanding claims out of deliveries. Any other designation of payment indicated by the Buyer shall be invalid.

4.4 If the Buyer's financial situation has significantly deteriorated or the credit insurance company either cancels or reduces the limit granted in respect to the Buyer after the date of confirmation of an order, MM shall have the right, notwithstanding any respite granted or bills of exchange or cheques accepted, to request either full or partial payment of the price or the provision of further reasonable security for payment by the Buyer in a form reasonably acceptable to MM prior to production. If the Buyer fails to comply with such a request MM shall have the right to terminate the relevant individual contract, as well as standing orders, after granting a reasonable period of grace.

4.5 If permissible by law, MM shall be entitled to early terminate the contract for cause and to request that the Buyer settles any outstanding payments if the Buyer or a third party file for the insolvency of the Buyer or if the Buyer is generally unable to settle payments or – according to its balance-sheet – is overindebted.

5 Retention of title

5.1 Until the purchase price plus any default interest and expenses incurred in connection with reminders and collecting of monies as well as other costs have been paid in full, the delivered goods shall remain the property of MM. The Buyer shall be obliged to provide for adequate insurance coverage for the goods subject to retention of title. The Buyer shall not be entitled to pledge, or otherwise assign as a security, the goods subject to retention of title.

5.2 The Buyer shall be entitled to process and resell goods subject to retention of title in the ordinary course of its business, provided that the Buyer is not in default of payment. In case the Buyer processes goods of MM which are subject to retention of title so as to create a new product, then Buyer shall effect such processing on behalf of MM. If the Buyer processes goods of MM which are subject to retention of title together with other, third party goods, then MM shall acquire joint ownership in

such new products in proportion to the value of the goods subject to retention of title.

5.3 The Buyer herewith assigns to MM as a collateral the Buyer's claims against third parties that arise from the resale of goods subject to retention of title (extended retention of title). MM accepts such assignment. In respect of goods subject to retention of title that are processed together with other goods the Buyer assigns to MM the claims arising from the resale of the new products in an amount corresponding to the invoice value of the goods subject to retention of title. The Buyer is authorized to collect these claims. MM has the right to limit or revoke the Buyer's authorization to collect such claims for good reason, in particular if the Buyer is in default of payment. MM shall have the right to request that the Buyer disclose to MM the assigned claims and the respective debtors, make available to MM all details required for collection as well as the relevant documents, and inform the debtors about the assignment

Upon the Buyer's request MM shall release the claims assigned as collateral to the extent MM's interest in the provision of security ceases to apply. Such interest shall cease to apply insofar as the realisable value of the claims not only temporarily exceeds the cover limit of the secured claims. The cover limit is assumed to have been met if at the time a request for release is made, the estimated value of the claims as determined by an appraiser corresponds to 150% of the secured claims. It shall still be permitted to provide evidence that the claims assigned as security have a different realisable value.

5.4 The Buyer shall be obliged to make book entries stating the retention of title and assignment of claims as security and to immediately notify MM of any third-party seizures (in particular attachments) of goods to which title has been retained or of assigned claims. Likewise, any assignment of claims of the Buyer to MM shall be effected and documented in the form required pursuant to the applicable legal provisions (e.g. book entries), shall be evidenced to MM and shall upon MM's request be disclosed to the Buyer's contract partner not later than in the course of invoicing to the Buyer.

If the Buyer fails to comply with its duty to notify MM immediately about any third-party seizures, then MM shall be entitled to immediately enforce all its claims against the Buyer.

6 Default by the Buyer

6.1 In the event of a delay in, or refusal of, acceptance of delivery continuing for more than 14 days, MM shall in addition to its other rights (such as termination and private sale at the Buyer's expense) be entitled to store the respective goods at the expense and at the risk of the Buyer, and to invoice such goods as duly delivered and accepted. In this case, the purchase price shall become due for payment immediately.

6.2 Should the Buyer be in default in making any payment due under the contract, MM shall have the right upon giving 14 days' prior written notice to the Buyer to withhold any further deliveries until payment for all outstanding amounts has been received by MM. In the event of a default in payment by the Buyer MM shall further be entitled, after having granted a reasonable period of grace, to terminate the contract and to request that the Buyer settle all outstanding invoiced amounts, even if they are not yet due or if a respite has been granted. In such a case, agreed discounts shall become void, and MM shall be entitled to claim the full invoiced amount without deductions.

6.3 The exercise of any of the above rights by MM in an event of default shall in no event trigger any liabilities and/or obligations of MM to the Buyer, such as, in particular, an obligation to pay damages.

7 Force majeure

7.1 Upon the occurrence of an event of force majeure, MM shall be entitled to extend the delivery period by the duration of the respective event plus a reasonable period for recommencement of operations, or, if the event of force majeure continues for more than four weeks, to terminate the relevant individual contract or standing order in part or in full, whereby any claims of the Buyer (in particular damage claims) shall be excluded. MM shall inform the Buyer about the occurrence of an event of force majeure within a reasonable delay and, in the event of a termination of the contract, shall repay any consideration already received to the relevant extent.

7.2 Any and all events the cause of which is beyond the reasonable control of MM shall be deemed events of force majeure, including but not limited to:

a. industrial disputes of any kind, difficulties in procuring means of transport, closed borders, decrees by the authorities, export embargoes or other circumstances affecting the operations of MM; or

b. forces of nature, acts of war, riots, revolts, revolution, terrorism, sabotage, arson, fire, natural disasters, pandemics as well as measures imposed by the authorities on a national and/or international level, including any official sanctions to be observed by MM and/or the MM Group (in any event also including US sanctions, except to the extent it



is not permitted to observe such sanctions pursuant to mandatory provisions under European law), and border closures, in each case also if imposed as a result of a pandemic and/or any other event of force majeure (including any direct and indirect consequences of COVID-19), and failure to obtain required official permits; or

c. late delivery or non-delivery by MM's suppliers, in particular as a consequence of energy crises or raw material supply crises, or if the procurement of raw materials in respect of prices and/or quantities is not possible on economically reasonable terms and this situation was not foreseeable for MM at the time the contract was concluded, or for any other reason not attributable to MM.

8 Intellectual property, third-party rights, legal requirements, confidentiality

8.1 The Buyer warrants to MM that the specifications indicated or provided by the Buyer for the performance of the contract, including texts, illustrations, graphics, bar codes, letterings and similar, do not conflict with any applicable legal requirements and do not infringe any (industrial property) rights of third parties. In the event any such claims are raised MM shall inform the Buyer accordingly. The Buyer shall fully indemnify MM from and against any such claims raised by third parties, whereby the Buyer may choose in its discretion either to acquire the relevant rights of use from the third party or to change its specifications in a way to ensure that no third-party rights are infringed. Moreover, the Buyer shall reimburse MM for any and all damage and costs incurred by MM as a result of third-party claims (also in the event any such claims should turn out to be not valid if the relevant costs are not sufficiently reimbursed by the third party).

8.2 MM's documents are made available to the Buyer exclusively for the purpose as set out in the contract and are therefore confidential and may not be disclosed to any third party without MM's written consent. The Buyer undertakes to observe any (industrial property) rights to which MM or MM's suppliers may be entitled, and shall be liable for any damage resulting from a noncompliance with this obligation.

8.3 Based upon pre-existing (industrial property) rights or know-how of MM, MM will have sole ownership of all right, title and interest in and to any and all derivative industrial property rights and know-how generated or developed by MM or in collaboration with the Buyer in the course of the performance of the contract.

8.4 MM shall have the right to place its company name or a logo on the produced goods, whereby the design of the goods must not be affected.

9 Warranty

9.1 Subject to the following provisions, MM solely warrants that goods delivered pursuant to a contract shall comply with all properties and characteristics expressly agreed in writing at the time when risk passes to the Buyer. MM does not undertake any warranty in respect of defects caused by improper handling, wear and tear, storage or other acts or omissions of the Buyer or of third parties; nor does MM undertake any warranty concerning the use or fitness of the goods for any particular purpose unless expressly agreed in writing. In case of packaging applications for organoleptically sensitive products, Buyer shall check the suitability of the goods on the basis of the relevant quality criteria before processing. The aforesaid shall not affect clause 9.7 of these General Terms of Trade.

Except as set out above, MM does not make any further representations or warranties of any kind, whether implied by law or otherwise.

9.2 A delivery shall be deemed to have been effected in compliance with contractual agreements if any deviations in respect of quantity, grammage, thickness, size or width of reels of the goods delivered by MM to the Buyer do not exceed the respective tolerances set out in Appendix A hereto in respect of cartonboard deliveries and do not exceed a tolerance of +/-10% in respect of deliveries of folding boxes, and if the delivered goods correspond to the agreed specifications or, in the absence of any such agreement, to international industry standards. The quantity in respect of any cartonboard delivery shall thereby be calculated based on the actual weight of the goods at the time of production and packaging. In the case of reels and uncounted sheets the weight shall apply gross for net; in the case of reels the wrappings, cores and bungs and in the case of sheets the wrappings shall be included in the weight. Irrespective of the aforesaid, any quantity deviations which are common in the trade, negligible or technically unavoidable shall not be deemed defects.

9.3 It is expressly acknowledged that MM warrants only those properties, characteristics and specifications of the delivered goods as agreed properties, characteristics and specifications that (i) were specifically agreed in writing at the time the contract was concluded (and not in any informal correspondence or verbally, in each case both prior to or after the conclusion of the contract) or (ii) are expressly stated in the technical datasheet for the relevant type of cartonboard as amended from time to time. The technical datasheets for the available types of cartonboard are accessible under product search on the website <https://www.mm-boardpaper.com>.

9.4 Any designs, punching tools, negatives, plates, rollers, forming machines, digital data and other aids or materials made available by the Buyer shall be stored with MM at the Buyer's risk.

9.5 In respect of deliveries of folding boxes MM does not provide any warranty for the quality of raw materials needed for production, such as e.g. cartonboard, printing colours or glue, if the supplier of these raw materials was chosen or approved by the Buyer. MM is not under any duty to warn, inspect or protect in respect of the designs, punching tools, negatives, plates, rollers, forming machines, digital data, etc. manufactured or used in accordance with the contract. Any galley proofs, illustrations, texts and bar codes approved by the Buyer or the Buyer's agent shall be binding. The production of the goods in accordance with the aforesaid shall not constitute grounds for complaint.

9.6 Any prolonged storage of the goods may affect the goods in respect of further processing (e.g. reduced runnability). If for any reason attributable to the Buyer the goods cannot be processed further within six months from the delivery or call-off date or the goods are stored for more than six months before further processing, any such impairment affecting the goods shall be deemed to have been accepted by the Buyer under the contract.

9.7 The Buyer shall inspect the delivered goods immediately upon receipt as to any defects. Failure to immediately inspect the delivered goods shall preclude any claims under representations and warranties. The use by the Buyer of any defective goods following the notification of the defects shall only be permissible upon MM's prior written approval. For claims in connection with defects, the following provisions shall apply:

a. in case of deviations in quantity (i.e. delivered quantity is larger or smaller than contracted quantity) the defects are to be notified by the Buyer to MM forthwith, at the latest within seven days after receipt of documents showing the weight or quantity of the delivered goods or after delivery;

b. in case of defects in quality which can be ascertained by visual inspection of the goods or the packaging or by sampling, the defects are to be notified by the Buyer to MM forthwith, at the latest seven days after delivery;

c. in case of defects in quality which cannot be ascertained by visual inspection or by sampling, the defects are to be notified by the Buyer to MM forthwith on detection, however, in any event within six months after delivery.

Later notifications of defects/complaints than as set out above under clauses a. to c. shall not be accepted and preclude any claims under representations and warranties.

9.8 When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide MM with any documents and materials to support such claim. Any such notification shall be in writing and shall be addressed to MM. If any such notification of a defect is not effected in compliance with the above provisions (in particular also clause 9.7 of these General Terms of Trade), any and all warranty, damage and other claims of the Buyer in connection with the relevant defect shall be excluded.

9.9 Until the facts of the case have been ascertained, the Buyer shall duly store the goods and, in the interest of both contracting parties, keep them insured with full coverage at least up to the amount of the purchase price.

9.10 If it is suspected that the damage occurred during transport, the Buyer is further obliged to notify the forwarding agent (carrier) forthwith, however, in any case within the deadline provided in the forwarding contract. At the same time MM shall also be notified in writing of the potential transport damage.

9.11 Defects in the delivered goods shall be remedied, in MM's discretion, by improvement or replacement of the item free of charge. In the event that improvement or replacement is either impossible or would involve unreasonably high expenses for MM, the Buyer shall be entitled to rescission or a reduction of the price. A reduction of the price shall be deemed agreed only up to a maximum reduction of 30% of the agreed net remuneration; in any other case, unless MM agrees to reduce the price by a higher percentage, the Buyer shall be obliged to rescind. Any claims beyond the aforesaid shall be subject to clause 10 of these General Terms of Trade. Any legal presumption to the effect that the goods were defective upon delivery if a defect is detected within the first six months from delivery, shall be excluded.

9.12 Any warranty claims of the Buyer shall become statute-barred upon the expiry of six months after the passing of risk. If this warranty period of six months cannot be validly agreed under the applicable laws, then the warranty period shall be deemed prolonged to the minimum warranty period permissible under such applicable laws. The duration of a delay in acceptance, if any, shall be counted against, and therefore reduce, the said warranty period.

9.13 The fulfilment of any warranty obligations of MM shall be subject to the Buyer fulfilling any and all of its contractual obligations,



in particular its duty to cooperate, if any, and its payment obligations as agreed.

9.14 The Buyer agrees to comply with the processing guidelines provided by MM in respect of specific products, as amended from time to time, and to impose the duty to comply with the provided processing guidelines on any third parties employed by the Buyer for the processing. The Buyer shall fully indemnify and hold harmless MM from and against any damage and any claims by third parties resulting from a failure by the Buyer, or by any third party employed for the processing, to comply with the processing guidelines (also in the event any such claims should turn out to be not valid if the relevant costs are not sufficiently reimbursed by the third party).

10 Liability

10.1 Any claims against MM which are not explicitly permitted pursuant to the contract or these General Terms of Trade shall be expressly excluded to the extent permitted by law.

10.2 Any damage claims of the Buyer shall become statute-barred upon the expiry of six months from the time when the Buyer becomes aware of the damage. If this six-months limitation period for damage claims cannot be validly agreed under the applicable laws, then such period shall be deemed prolonged to the minimum limitation period permissible under such applicable laws.

10.3 Any liability of MM in respect of a breach of material obligations under the contract due to slight negligence shall be limited to cases of foreseeable damage, except for cases of personal injury and otherwise to the extent not permitted by law.

10.4 Any liability for damage resulting from an attack by a third party for purposes of sabotage, acquiring information and/or extortion (in particular cyber attacks) or software bugs caused by software from a third manufacturer, shall be excluded to the extent permitted by law.

10.5 The amount of any damage claims justified on the merits pursuant to mandatory legal provisions and/or pursuant to the contract and these General Terms of Trade shall, to the extent permitted by law, be limited to the purchase price of the respective delivery. Any liability for lost profits, loss of revenue, production or operating losses, down time, lost sales or contracts, contractual damages or penalties payable to third parties, indirect damages or consequential damages caused by a defect as well as in general for unforeseeable damage, shall be excluded to the maximum extent permitted by law. If any of the above limitations is found to be invalid, MM's liability shall be deemed to be limited to the minimum level permitted under mandatory applicable law. Moreover, the Buyer shall have a duty to mitigate the damage.

11 Product liability

11.1 The Buyer shall be obliged to use the goods manufactured, imported or brought into commercial use by MM in accordance with their specifications, and to ensure that these goods (also as raw materials or components) shall only be made available to persons who are acquainted with the hazards and risks attaching to these products for use pursuant to the specifications and/or shall only be brought into commercial use by such persons.

11.2 Any specific properties of MM's products shall be deemed agreed only if explicitly confirmed in writing. MM shall not be liable for any damage resulting from the faulty construction of a product of which goods delivered by MM constitute a component or caused by the instructions for use of the manufacturer of such products.

11.3 Furthermore, if the Buyer uses the goods delivered by MM as raw material or components for its own products, the Buyer shall be obliged when bringing such products into commercial use to extend the obligatory information to be provided to consumers under product liability law also to the goods delivered by MM.

11.4 The Buyer is obliged to observe the products brought into commercial use by it also after having brought them into commercial use as to any detrimental properties or hazards in connection with their use as well as to pay attention to the scientific and technical developments relating to such products and to inform MM forthwith of any defects of the goods delivered by MM detected thereby.

11.5 The Buyer shall indemnify MM in respect of any liabilities, losses, damages, costs and expenses incurred by MM owing to a failure by the Buyer to comply with the above provisions.

11.6 If the Buyer or MM have indemnified a third party due to a defective product under mandatory provisions of product liability law and recourse is sought, the burden of proof that the defect in the end product was caused or partly caused by a defect in the goods delivered by MM, shall always be on the Buyer. Claims for recourse by the Buyer against MM in respect of a breach of material obligations under the contract due to slight negligence shall be limited to cases of foreseeable damage.

12 Waiver

Any failure by MM to exercise or enforce its rights under these General Terms of Trade shall not be deemed to be a waiver of any such right; therefore, the right to exercise or enforce such a right at a later time is explicitly reserved.

13 Governing law, jurisdiction

13.1 The contract as well as these General Terms of Trade shall be governed by the substantive national law applicable at MM's corporate location as amended at the time of the conclusion of the contract.

13.2 The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby explicitly excluded pursuant to Article 6 thereof.

13.3 Any and all disputes arising out of or in connection with any contract or with these General Terms of Trade, or any infringement, termination or nullity thereof, shall be subject to the exclusive jurisdiction of the court having territorial and subject matter jurisdiction for MM's corporate location. Any such disputes may also be brought before the court having territorial and subject matter jurisdiction for the Buyer's corporate location, at the discretion of MM.

14 Miscellaneous

14.1 Any notices made on behalf of MM shall be legally binding only if issued by the required number of authorised representatives (managing directors, authorised signatories, proxies).

14.2 Any agreements between MM and the Buyer must be made in writing or expressly agreed via the MM Group's MM Digital platform. Verbal agreements shall be void. Changes and amendments to these General Terms of Trade shall therefore only be effective if made in writing. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

14.3 If any provision of a contract or of these General Terms of Trade should be unenforceable in whole or in part, the remaining provisions shall remain unprejudiced. In the case of such partial unenforceability, the contracting parties undertake to replace the unenforceable provisions with provisions that reflect the intention of the unenforceable provisions as closely as possible.

15 Electronic mailing of documents and export control

15.1 The Buyer agrees that documents relevant to its order (e.g. confirmation of order, delivery note, invoice) shall be sent to the Buyer via e-mail or in another suitable electronic form. All transmissions to the e-mail address or any other electronic address advised by the Buyer shall be deemed delivered to the Buyer upon mailing. Use of the services of MM coMMunity (www.mm-coMMunity.com) shall be subject to the Business Terms designated for that purpose in addition to these General Terms of Trade.

15.2 If the Buyer places an order via the MM Group's MM Digital platform, all documents relating to the order are electronically stored in the section "Placed orders, delivery tracking and payables".

15.3 The supply or export of the goods by MM may be subject to sanctions or other applicable export control regulations that could be interpreted by any relevant public authority or court to prohibit or limit the performance of the contract, or to impose authorization requirements by competent authorities. The assessment of such sanctions or other applicable export control regulations shall be made in MM's discretion. Any liability of MM when duly exercising such discretion shall be excluded. In the event the performance of the contract by MM should cause sanctions or violate applicable export control regulations that affect the Buyer, any liability of MM shall again be excluded. MM reserves the right to unilaterally cancel any order without incurring any liability to the Buyer for damage or loss arising out of or relating to such cancellation in the event any required authorization is not granted or is revoked, or to be entitled to suspend and/or terminate the contract if its performance is impeded or made unreasonably onerous by any embargo, sanction or similar trade or export restriction (in any event also including US sanctions, except to the extent it is not permitted to observe such sanctions pursuant to mandatory provisions under European law), whether foreseen or unforeseen at the time of entering into the contract.

16 Data privacy and data security

16.1 Any data transmitted to MM in the course of the contractual relationship shall be subject to and handled in accordance with the MM Group's Privacy Policy accessible at www.mm-boardpaper.com/en/privacy-statement and <http://www.mm.group/en/privacy-statement>.



16.2 The Buyer is obliged to comply with all relevant current and future data protection regulations and requirements. The Buyer shall further impose such obligations on employees and any commissioned third parties. MM in this respect shall not be held liable for any failure of the Buyer to comply with relevant data protection regulations and requirements.

16.3 The Buyer shall ensure and be liable that personal data in respect of which the Buyer is deemed to be the controller in accordance with Art. 4(7) GDPR, may lawfully be transmitted to MM and that there is no reason to believe that the processing by MM, for the foreseeable scope and purpose, is prohibited.

The Buyer shall ensure that the data subjects are informed about the processing activities of MM to the extent required by law.

16.4 If the Buyer is obliged to collect, process or store personal data on behalf of MM, the parties shall conclude a data processing agreement.

16.5 The Buyer shall ensure that any personal data received from MM and processed by the Buyer are treated with the utmost respect for confidentiality, integrity, security and accuracy.



APPENDIX A: Cartonboard qualities and applicable tolerances

A.1 Quality features of individual types of cartonboard

The quality features of all available types are shown on the technical datasheets for the relevant type of cartonboard. These datasheets are accessible under product search on the website <https://www.mm-boardpaper.com>.

A.2 Tolerances applicable to order/delivery quantities

<u>Order quantity cartonboard products</u>	<u>Tolerance in % of order quantity</u>
< 10 t	± 15%
≥ 10 t to < 20 t	± 12%
≥ 20 t to < 50 t	± 10%
≥ 50 t to < 100 t	± 5%
≥ 100 t	< 5%

<u>Order quantity standard writing and printing paper</u>	<u>Tolerance in % of order quantity</u>
< 1 t	± 15%
≥ 1 t to < 5 t	± 10%
≥ 5 t to < 10 t	± 7.5%
≥ 10 t to < 100 t	± 5%
≥ 100 t	± 3%

<u>Order quantity packaging paper</u>	<u>Tolerance in % of order quantity</u>
2 t to < 3 t	± 20%
≥ 3 t to < 5 t	± 15%
≥ 5 t to < 10 t	± 10%
≥ 10 t to < 20 t	± 8%
≥ 20 t to < 50 t	± 6%
≥ 50 t to < 100 t	± 4%
≥ 100 t	< 4%

<u>Order quantity Saturating Kraft</u>	<u>Tolerance in % of order quantity</u>
1 t to < 3 t	± 20%
≥ 3 t to < 20 t	± 15%
≥ 20 t to < 50 t	± 10%
≥ 50 t to < 100 t	± 7.5%
≥ 100 t	± 5%

B.3 Order Types

Orders within the above tolerances: The delivery quantity shall be within the ± tolerances specified above. Example: Order quantity 2 t, delivery quantity between 1.7 t and 2.3 t.

Agreed minimum quantity, delivery quantity must not fall below the same: The delivery quantity is the minimum quantity plus a quantity in the range of the applicable tolerance. Example: Order quantity 2 t, delivery quantity between 2 t and 2.6 t.

Agreed maximum quantity, delivery quantity must not exceed the same: The delivery quantity is the maximum quantity minus a quantity in the range of the applicable tolerance. Example: Order quantity 2 t, delivery quantity between 1.4 t and 2 t.

A.4 Tolerances applicable to numbers of sheets (agreed deviation between number of sheets actually delivered and details indicated on the pallet label)

In respect of orders ≤ 5 t, the relevant tolerance shall be ±1% per packing unit; for the total number of delivered sheets (contract) a tolerance of ±1% shall be allowed.

In respect of orders > 5 t, the relevant tolerance shall be ±1% per packing unit; for the total number of delivered sheets (contract) a tolerance of ±0.5% shall be allowed.

If a complaint is made relating to the tolerance applicable to the number of sheets and no agreement can be reached, a calibratable system (e.g. measuring on a scale) shall be used.

A.5 Sample-taking in the case of complaints

<u>Delivery (loading units)</u>	<u>pallets/reels to be tested</u>	<u>sample sheets per pallet/reel</u>
1-5	each	1
6-19	5	1
20-99	10	1

The pallets/reels to be tested must be selected randomly (except for 1-5). As regards the number of measured values, reference is made to the details specified in the relevant testing standards.

The sample sheets must be taken at least ten sheets below the top sheet of each pallet, and after the second to fifth turn for reels.

Sample-taking in accordance with DIN EN ISO 186.

A.6 Acclimatisation of samples and testing conditions

Acclimatisation (in accordance with DIN EN 20187) must be performed at 23°C and 50% relative humidity. The testing conditions are 23°C and 50% relative humidity. Class 1: ±1°C and ±3% relative humidity.