

General Terms of Sales and Delivery (02/24)

1. General - Area of Jurisdiction - Requirement of Written Form

- a) Our terms of sale and delivery shall apply exclusively - and they shall apply to all future business with the purchaser. Conditions conflicting with our terms of sale and delivery or diverging conditions of the purchaser shall be disclaimed unless we have explicitly agreed in writing to acknowledge them. Our terms of sale and delivery shall apply even in those cases when we deliver goods to the purchaser without reservation or accept payments although we are aware of the fact that the purchaser's terms conflict with ours or vary from our terms of sale and delivery.
- b) All agreements leading to the conclusion of a contract and which are supposed to be the subject matter of the contract shall require the written form including arrangements by which the contract is modified subsequently. In order to avoid deliveries of wrong quality the application must be indicated in written form, particularly if the goods are in direct contact with food.
- c) Our terms of sale and delivery shall apply only to enterprises as defined by Article 14 of the BGB (Bürgerliches Gesetzbuch - the German Civil Code).
- d) In addition to that mainly with regard to deviations in quantity, weight and size (articles 12-17) the general terms of business of the paper and board producers of the EU (CEPAC) are valid in the current version. You will find the CEPAC conditions under www.ishpaper.com.

2. Offer - Acceptance

- a) Unless otherwise stipulated, our offers shall be non-binding and subject to alteration.
- b) Orders shall not be considered accepted until they have been confirmed in writing or we have actually executed them. This shall also apply to collateral agreements, reservations, alterations, or supplementations of the contract.

3. Prices - Terms of Payment

- a) Unless otherwise agreed upon in the acknowledgement of order, our prices shall be ex works excluding packing and transport, which are charged separately to the purchaser's account, plus VAT as prescribed by law relevant on the day the invoice is made out.

Any increase of freight charges resulting from subsequent changes made to the mode of dispatch, the shipping route, the destination of the dispatch, or from similar circumstances having an effect on the freight charges shall be borne by the purchaser. Savings resulting from changes made to the freight's destination or from circumstances having an effect on the freight charges shall not be compensated.

- b) Obvious miscalculations recognizable at any time occurring in the process of adding up individual prices resulting in an incorrect total amount shall entitle us to withdraw from the contract unless the purchaser insists on its execution at the mathematically correct sum total.
- c) Unless stated otherwise in the acknowledgement of order, the purchase price plus VAT net (without deduction) shall be due within 30 days from the date of invoice. In the event of default in payment by the purchaser, we shall be entitled in each case in addition to all other remedies, to i) withhold shipments of any additional goods and goods related to other contractual relationships with the purchaser until the delinquent amounts plus interest, transportation and storage fees are paid; ii) repossess goods for which the purchaser has not paid; iii) claim default interest at the rate of 8% per annum above the base interest rate plus VAT as prescribed by law, iv) recover all costs of collection, including reasonable attorney's fees, disbursements and litigation costs. In the event that we can prove a higher loss due to delay in performance, we shall be entitled to claim that loss. However, the purchaser is entitled to prove that, as a result of the purchaser's default of payment, no damage has arisen for us or that any damage is considerably lower.
- d) Should a backlog of payments or financial difficulties occur on the part of the purchaser (insolvency proceedings, out-of-court settlement, freeze of credit, protests of cheque or bill, etc.), all outstanding debts shall become due immediately. We shall also be entitled to claim cash for all outstanding consignments before handing them over. This shall also apply in case the purchaser has provided us with incorrect details about his business and about his business relations with his customers in particular.
- e) In case of financial difficulties (cf. sub-paragraph 3d), we shall reserve the right of withdrawal from the contract or deliver the consignment not until a security of our choice has been given. Correspondingly, the same procedure shall apply in case our purchaser violates the contract grossly.
- f) Cheques or the assignment of claims to third parties shall be accepted only on account of performance and not in lieu of performance. We shall not be under the obligation to accept them. An acceptance does not imply deferment of original claims. In case of payment by bank transfer or cheque, the value date shall be the relevant date of receipt.
- g) We shall not assume liability for cheques or other securities given to us in lieu of payment to be presented in good time. However, we shall treat securities of this kind with the diligence of a prudent businessman.
- h) The purchaser shall only be entitled to balance one item against another if and when his counterclaims have been established as legally binding and undisputed, or when we have acknowledged them in writing. In these cases, the purchaser shall be entitled to exercise his right of retention only in so far as his counterclaim is based on the same contractual relationship.

4. Delivery Period – Rights in Case of Delay

- a) Unless otherwise agreed, the acknowledgement of order put down in writing shall be authoritative for our delivery period.
- b) We shall not assume any guarantees for meeting any particular delivery deadlines. Partial deliveries are permitted. In case we have confirmed a specific delivery date in writing, we must be offered an appropriate extension of at least 14 days in case of non-compliance. At the end of this extension the purchaser can withdraw from the contract provided the extension has passed without results.
- c) Our commitment to deliver shall require the timely and proper fulfilment of commitments by the purchaser.
- d) If the purchaser has reserved for himself the right to define the specifics of the consignment (form, dimensions, or similar conditions), he must exercise his right not later than four weeks before the start of the production. In case deliveries are made consecutively, this provision shall apply correspondingly. The purchaser shall be under the obligation to provide the necessary specifications without being asked. We shall not be required to call on him.
- e) If the purchaser indicates a use/requirement according to article 37.2 of the regulation (EC) No. 1907/2006 of the European Parliament and Council for registration, evaluation, permission and limitation of chemical substances (REACH-regulation), which requires an update of the registration or the safety report of substances or which requires another obligation according to REACH regulation, the purchaser will be responsible for all expenses. We are not liable for delays in delivery caused by meeting the corresponding obligations. If it should not be possible to meet this obligation for reasons of health or with regard to environmental protection we will inform the purchaser about that immediately. If the purchaser contrary to our advice should use the goods in a way which we did not advise, we can withdraw from the contract. The purchaser may not profit from any rights out of the afore-mentioned rules against us.
- f) If and when our warehouse holds goods exclusively at the purchaser's disposal, or if and when these goods are sold for production without terms of dispatch (so-called orders on call), the purchaser must purchase the goods not later than six weeks after announcement of their completion.
- g) Unless firm delivery dates have been arranged, the delivery period shall start on the day the acknowledgement of order is dispatched. It shall end on the day the goods leave our factory or is put into storage due to the fact dispatch turns out to be impossible. In case the purchaser wants modifications of the order having an effect on the time it takes to manufacture the goods after the acknowledgement of order has been communicated, the delivery period shall not begin until we have confirmed the modification in writing.
- h) Should the purchaser get in default of taking delivery or infringe upon any other duties to cooperate, we shall be entitled to claim damages inclusive of any additional expenditure incurred.
- i) If the purchaser withdraws from the contract on hand or fails to meet his contractual obligations, we shall be entitled to claim damages on grounds of non-performance, and that to the amount of 25% of the price or fee agreed upon without having to provide concrete evidence of the damage done. At the same time the possibility to enforce a claim of actual damages for us and the purchaser's possibility to furnish evidence for a minor damage shall not be excluded.
- j) Should a backlog of payments or financial difficulties occur on the part of the purchaser (insolvency proceedings, out-of-court settlement, freeze of credit, protests of a cheque or of a bill, etc.), we shall be entitled to withdraw from the contract. In this case we shall be entitled to claim damages in compliance with sub-paragraph 4h.
- k) In case of force majeure, industrial disputes, delays of delivery caused by our suppliers and in case of a backlog of payments on the part of the purchaser, we shall be entitled to postpone production and delivery for the period of impediment or backlog of payments, as the case may be, plus an appropriate initial period of operation, or we shall be entitled to withdraw from the contract in whole or in part. Circumstances making delivery considerably more difficult or economically impossible for us shall be on par with force majeure, and that no matter whether they originate in our company or in our suppliers.
- l) Claims for damages as a result of late or non-performance shall be ruled out for the purchaser. The same shall apply if we withdraw from the contract.

5. Packing

Packing shall be at our sole discretion. We may agree to special packaging, handling, transportation or insurance requested by the purchaser, and if so, such special terms shall be for purchaser's account and added to the invoice. Packing charges for quantities smaller than whole shipments shall be charged to the purchaser.

Packing, protective and auxiliary transport means shall not be returned unless something else has been arranged.

6. Dispatch and Passage of Risk

- a) Unless otherwise stated in our acknowledgement of order, it is understood that delivery shall be ex works. The risk passes to the purchaser at the time of our notifying him that the goods are ready to be collected or that the consignment has been handed over to the freight forwarder.
- b) In so far as we take care of the dispatch at the request of the purchaser, this shall be carried out at the purchaser's risk and expense. It shall be our choice to select the shipping route and mode of dispatch unless explicit arrangements have been made in writing.
- c) We shall not insure the goods against damage in transit. Transport insurance - if requested - shall be charged to the purchaser.
- d) In case dispatch of the goods is impossible as a result of unusual circumstances for which we cannot be held responsible, the goods can either be put in stock for the account of the purchaser or put in stock at a freight forwarder. The goods will then be charged. We shall be responsible for storing the goods with the diligence of a prudent businessman and for taking out insurance at the purchaser's expense. By putting the goods in stock we shall have met our obligation to deliver.

e) We may discontinue deliveries of any goods, the manufacture, sale or use of which in our opinion would involve patent infringement. Upon delivery, purchaser assumes full responsibility and liability for compliance with government laws, rules and regulations relating to the goods, including without limitation those relating to unloading, discharge, storage, handling use and/or disposal of the goods.

7. Securing / Reservation of proprietary rights

- a) We shall reserve the right to ownership of the goods until all payments resulting from the supply contract have been received. This shall also apply if and when payments are made for charges referred to separately. In case of current account the retained property is considered as a security for our respective balance claimed. In case of breach of contract on the part of the purchaser, especially in case of delay in payment, we shall be entitled to have the goods returned. If we take back the goods, this shall not constitute a withdrawal from the contract unless we have expressly declared this in writing. Once the goods have been returned we shall be authorized to make use of them. The proceeds of the realization minus reasonable charges are to be set off against the purchaser's liabilities.
- b) The purchaser is only allowed to make use of our retained goods for the purposes agreed upon in the contract.
- c) The purchaser shall be under the obligation to take good care of the goods. He shall particularly be under the obligation to insure them sufficiently at his own expense at the reinstatement value against damage caused by fire, water, and theft. The contract of insurance shall be shown to us on request. The purchaser hereby assigns to us all claims he has to an insurer in so far as goods are concerned that we have delivered.
- d) The purchaser shall not be allowed to pledge those goods or transfer their ownership by way of security on which our retention of title is based. In case of seizure of property or other encroachments by third parties, the purchaser must inform us immediately in writing so that we can file suit under Article 771 of the ZPO (Zivilprozessordnung - Code of Civil Procedure). In so far as the third party is not in a position to reimburse us for our judicial and extra-judicial costs for a suit under Article 771 of the ZPO, the purchaser shall be liable for our financial losses.
- e) The purchaser shall be allowed to process the goods on which our retention title is based, to remodel, mix or combine them with other items. The processing or remodelling of the goods by the purchaser will always be carried out on our behalf.
- f) If the goods are processed with other items not belonging to us, or if the goods are remodelled, mixed or combined with other items, we shall acquire co-ownership of the new article in proportion to the value of the goods (as per invoice sum total plus VAT) to the other processed articles at the time of processing. In other respects the same applies to the making of the article during processing as to the goods delivered subject to reservation.
- g) The purchaser shall be entitled to resell the goods in the ordinary course of business. However, he shall already assign to us all claims to the amount of the invoice sum total (incl. VAT) resulting from the resale to customers or third parties regardless of whether the goods have been resold without or after processing. The purchaser shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall not be affected by this. However, we commit ourselves not to collect a claim as long as the purchaser meets his commitments resulting from the proceeds collected, and as long as he is not delayed in payment, and particularly as long as insolvency proceedings have never been submitted nor payments been suspended. Should this be the case, however, we shall be in the position to demand that the purchaser notifies us about the claims assigned and about the names of the debtors. The purchaser shall give us all details necessary for collection of the claims, hand over the relevant documents, and inform the debtor (third parties) about the assignment.
- h) If and when the purchaser demands this, we commit ourselves to release the securities we are entitled to in so far as the value of our securities exceeds the claims to be secured by 20%; the selection of securities to be released are incumbent on us.

8. Warranty, Claims Resulting from Defects, and Claims for Damages

- a) All details concerning suitability, processing and use of our goods, technical advice and other specifications are provided to the best of our knowledge and belief. The purchaser shall not be released from his duties to carry out his own inspections and tests, however.
- b) The goods shall be examined by the purchaser immediately after arrival at their place of destination - in so far as it can be expected reasonably the goods have also to be examined in a test processing - and be handled with the diligence of a prudent businessman. The duty to examine the goods also remains when reference samples have been sent. In case the examination is omitted, we shall not be liable for recognizable defects in the goods.
- c) The quality of the goods is considered to be approved unless we receive a notification of defects in writing within eight calendar days.
- d) Hidden defects not detectable at prompt examination may only be asserted as claims against us if and when we have received notification of defects in writing within one month after the purchaser has taken delivery of the goods, in case of special sorts or special requirements, the period shall be two months. Evidence shall be enclosed in the notification of defects.
- e) The purchaser shall be required to have fulfilled his obligations in due form under Article 377 of the HGB (Handelsgesetzbuch - Commercial Code) concerning examination and notification of defects in order to file claims based on defects. If and when a defect is discovered, work on and processing of the goods delivered must be stopped immediately.
- f) In so far as we are responsible for defective goods, we shall be entitled to choose whether we want to provide supplementary performance by correction of the defect or by delivering goods free of defects in return for the delivered goods. If the correction of the defects and the delivery of goods free of defects can only be managed at unreasonable expense, however, we shall have the right to refuse supplementary performance.
- g) The purchaser's right to withdraw from the contract or his right to claim a reduction of the purchase price shall be subject to legal requirements.
- h) Sub-paragraph 9 applies to a claim for damages resulting from defect.
- i) Notifications of defects or warranty claims shall not entitle anybody to withhold payments.
- j) Provided the purchaser or a third party carries out improper modifications or repairs, we shall not be liable for the consequences that may arise.
- k) In each and every case except those cases mentioned in sub-paragraph 4 (default), compensation as a result of our being liable for defects shall exclusively act in accordance with the following regulations no matter whether they are contractual or extra-contractual claims.
- l) In so far as we have fraudulently concealed a defect of the goods, or have accepted a warranty for the quality of the delivered item, we shall be liable for compensation according to the provisions of law.
- m) Furthermore, we shall be liable according to the provisions of law for injuries to life, body, and health resulting from our negligent or willful neglect of duty including that of our representatives or agents.
- n) Apart from that, we shall be liable according to the provisions of law if the purchaser asserts compensation based either on our willful or grossly negligent conduct including that of our representatives or agents, or if based on the fact that we culpably violated a fundamental contractual duty. In so far as we shall not be blamed for willful conduct, however, our liability for damages shall in these cases be limited to foreseeable defects that occur typically. In case we slightly and carelessly neglect a fundamental duty within the framework of the contract, our liability for materials damages shall as a matter of principle be limited to the insured sum as defined in our manufacturer's and product liability insurance. We shall be prepared to show the purchaser the amount of our insurance coverage upon request.
- o) Furthermore, we can be held responsible according to the enforceable regulations under the Product Liability Act of December 15, 1989.
- p) Apart from that, we shall be exempt from liability as regards claims for damages. Unless stated otherwise in the above clauses b) to e), we shall therefore not be liable for defects which did not originate in the goods themselves (i.e. lost profits or pure financial losses of the purchasers). Neither shall we be liable for claims for damages on grounds of violation of collateral duties resulting from an obligation or from the law (as, for example, incorrect advice, care or information, construction of the packing, and instruction with regard to the handling) and when claims are made on grounds of extra-contractual liability including product liability under Article 823 of the BGB.

9. Statute of Limitations

- a) Claims to subsequent performance on grounds of material defects shall come under the statute of limitations one year after passage of the risk (sub-paragraph 6a) unless the purchaser files claims on account of a defect fraudulently concealed by us, or because we have guaranteed the quality of the subject matter for a longer period.
- b) Withdrawal (from the contract) and reduction due to materials defects are of no effect under Article 218 of the BGB when claims to subsequent performance fall under the statute of limitations.
- c) As regards the statute of limitations, the following shall apply for claims for damages:
- aa) The statute of limitation amounts to one year.
- bb) It begins with the passage of risk when claims are made on grounds of a materials defect (sub-paragraph 6a).
- cc) For all other claims, the statute of limitation begins at that time when the claim is accrued and when the purchaser has or could have learned of the circumstances constituting the claim, and when the purchaser has or could have learned that we are the claim's debtors. The period of limitation expires at the end of the maximum time prescribed by law under Article 199 sec. 2 and 3 of the BGB at the latest.
- dd) However, for all claims filed the statutory regulations for limitation shall apply in case of gross fault, in case assumption of a guarantee, in case of injuries to life, body, and health, and in case of claims based on the Product Liability Act.

10. Hardship

If our total cost for production, packaging and transportation of the goods increases by more than five percent (5%) over our costs as of the date of the applicable acknowledgement of order, we are entitled to increase the prices accordingly in order to maintain its original economic return. These changes shall be deemed accepted if the purchaser does not object within 15 days of notification of the price increase. Within five (5) days of purchaser's objection, if any, we will advise whether (a) we will continue to sell on the previous terms or (b) we wish to negotiate a mutually acceptable price with the purchaser. We may terminate the contract with immediate effect with regard to the quantities not yet delivered, if the negotiations have not been finalized within twenty (20) days of the hardship notice.

11. International Trade Compliance

- a) The purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods manufactured and/or supplied by us that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- b) The purchaser shall undertake its best efforts to ensure that the purpose of paragraph a) is not frustrated by any third party further down the commercial chain, including by possible resellers.
- c) The purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third party further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph a).

General Terms of Sales and Delivery (02/24)

d) Any violation of paragraphs a), b) or c) shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the contract; and (ii) a penalty of 200% of the total value of the contract or total price of the goods exported, whichever is higher.

e) The purchaser shall immediately inform us about any problems in applying paragraphs a), b) or c), including any relevant activities by third parties that could frustrate the purpose of paragraph c). The buyer is obliged to provide us with information concerning compliance with the obligations under paragraphs a), b) and c) within two weeks following our request.

12. Confidentiality

The purchaser acknowledges that in the course of performance of the contract, he may have access to or acquire information concerning us and our respective affiliates, as the case may be, which is confidential and proprietary. The purchaser also agrees that the terms of the contract will be considered confidential information subject to this section. The purchaser agrees to hold all such information in strict confidence, not to disclose such information to third-parties (unless to employees or advisors with a need to know and subject to obligations of confidentiality no less strict those set forth herein) and not to use such information for any purpose other than in connection with the contract. The foregoing restrictions on confidentiality and non-disclosure shall not apply to information (a) that is, at the time of disclosure, available to the general public; or (b) that, following disclosure, becomes available to the general public through no fault of the purchaser; or (c) that is disclosed to the purchaser without restriction on disclosure by a third-party which has the legal right to disclose the same. The obligations set forth in this section shall survive, for a period of five (5) years, any expiration or termination of the contract.

13. Place of Jurisdiction - Place of Performance

a) Our place of business shall exclusively be the place of jurisdiction for all disputes connected with the performance and execution of the order. However, we shall be entitled to file a complaint against the purchaser at his place of jurisdiction.

b) Place of performance is our place of business.

c) The law of the Federal Republic of Germany shall be applied with the exception of the agreement with the United Nations for contracts referring to the international purchase of goods. (CISG).

14. Data Protection

We are entitled to record data of our customers which have been communicated to us within our business relations according to the Data Privacy Act and use them for us and our affiliates. For purposes of this contract "affiliate" has the meaning defined in article 15 of AktG (Aktiengesetz – Stock Corporation Act).

15. Severability Clause

In case individual stipulations or an agreement of this individual contract turn out to null and void or impracticable, the remaining stipulations shall continue to take effect. After finding out that an individual stipulation is inoperative or impracticable, the parties shall be under the obligation to replace the inoperative or impracticable stipulation as soon as possible by one which is, if at all possible, economically of equal value.

16. Waivers

Our failure to insist upon strict performance of any provision of these terms of sale and delivery shall not be deemed a waiver and shall not deprive us of the right to insist upon strict performance of such provisions.

17. Assignment

We may assign our rights and delegate our duties hereunder without the consent of the Purchaser to an affiliate or successor-in-interest pursuant to corporate reorganization, merger, acquisition or sale of assets.