

Lahnpaper GmbH General Terms and Conditions of Purchase

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Clause 1 Scope of Application

- (1) The following Terms and Conditions of Purchase shall apply to all Contracts on the delivery of goods and the provision of services concluded between Lahnpaper (Purchaser) and the Supplier. They shall also apply to all future transactions even if they are not expressly agreed again. Our Terms and Conditions of Purchase shall be deemed accepted at the latest upon execution of the first delivery. Any terms and conditions of the Supplier that conflict with or deviate from our Terms and Conditions shall not become part of the Contract even if we do not expressly object to them.
- (2) Deviating agreements must always be made in writing.
- (3) Deviating/ more far-reaching Terms and Conditions of Purchase may apply to project/ investment orders.
- (4) Our Terms and Conditions of Purchase shall only apply to companies within the meaning of Section 14 BGB (German Civil Code).

Clause 2 Conclusion of the Contract

- (1) An order shall not be deemed to have been placed until it has been confirmed by us in writing. Orders placed verbally or by telephone are only binding for us if we have confirmed them by subsequently sending a written order. The written form shall be deemed to have been complied with if the order is sent by fax, e-mail or any other electronic data transmission system.
- (2) We shall not be liable for any obvious errors, typos and miscalculations in the documents, drawings and plans submitted by us. The Supplier is obliged to inform us of such errors so that our order can be corrected and resent.
- (3) For organisational reasons, each order (purchase order) must be confirmed/ accepted in writing by the Supplier within 3 working days (order confirmation). The deadline is the date specified on the order.
- (4) If the Supplier's order confirmation deviates from our order, this must be specifically pointed out. In this case, the Purchaser has the right to withdraw from the Contract within 3 working days after receipt of the order confirmation.
- (5) The Supplier may only engage/employ subcontractors on the basis of our prior consent, which must be given in writing or text form.
- (6) Upon conclusion of the Contract, the Supplier undertakes to comply with all statutory regulations applicable to it, in particular also the provisions of the Employee Posting Act and the Minimum Wage Act.

Clause 3 Prices/ Invoices/ Payments

The price stated by us in the order is binding. Deliveries to us are made delivered duty paid (DDP INCOTERMS 2020). The price includes packaging charges.

- (1) If monthly payments have been agreed, the invoice shall be issued by the 3rd of the following month at the latest. Invoices in which our order number and order date are not stated and which do not contain all the statutory details in accordance with Section 14 Value Added Tax Act shall be deemed not to have been issued until clarification by the Supplier.
- (2) For invoice settlement, we only recognise the quantity and weight determined by our incoming goods inspection.
- (3) Invoices for goods which, contrary to our instructions, are delivered earlier, will only be settled, taking into account any agreed discounts, at the point in time which results from the delivery date and the terms of payment stated in the order.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of invoice with a 3% discount or net within 30 days of delivery and receipt of invoice.
- (5) Claims of the Supplier against us may only be assigned to third parties with our consent. Payments shall be made exclusively to the Supplier.

Section 4 Delivery Time

- (1) The delivery date specified in the order (date of receipt) is binding. Once the delivery date elapses, the Supplier shall be in default without the need for a separate reminder.
- (2) The Supplier shall notify us immediately of any recognisable delays in delivery.
- (3) Our obligation to accept the goods/ services shall lapse in the event of impediments to performance which are not attributable to the sphere of risk of one of the Contracting Parties for the duration of the disruption and its effect. Such obstacles to performance include force majeure, riots, acts of war or terrorism, natural disasters, pandemics (e.g. COVID-19), epidemics, industrial action (strikes, etc.), failures or restrictions on electronic data exchange caused by third parties, cyber crime by third parties, blockade of transport routes and other unforeseeable, unavoidable and serious events. The Parties agree that legislative, regulatory, administrative and other measures taken or ordered by governmental authorities in connection with the aforementioned obstacles to performance, as well as other related impairments (e.g. lack of personnel, closures of national borders, territories and transshipment points, changes in the access regulations of the consignees) shall also be deemed equivalent to such obstacles to performance.

Clause 5 Shipping and Delivery

- (1) Shipment shall be made to the delivery address specified in the order.
- (2) We reserve the right to determine the shipping route and the shipping method, including the means of transport and the type of packaging.
- (3) Delivery notes must be enclosed with each consignment. The delivery notes shall be issued separately for each order. In the case of partial deliveries, the note "Partial delivery" or "Balance delivery" shall be indicated on the delivery note and the invoice.

Clause 6 Defect Inspection/ Warranty

- (1) The Purchaser shall inspect the goods or services within a reasonable period of time for any deviations in quality and quantity; the notice of defect shall be deemed to be in time if it is received by the Supplier within 10 working days, calculated from the date of receipt of the goods or, in the case of hidden defects, from the date of detection.
- (2) We are entitled to the statutory warranty claims without restriction. Irrespective of this, we shall be entitled to demand that the Supplier, at our discretion, rectify the defect or provide a replacement delivery. In this case, the Supplier shall bear the expenses necessary for rectifying the defect or delivering a replacement.
- (3) If we have set the Supplier a reasonable deadline to remedy the defect or to make a replacement delivery and if the Supplier is in default with its obligation to remedy the defect or to make a replacement delivery, we shall be entitled to remedy the defect ourselves or to have it remedied by third parties or to procure the goods elsewhere at the Supplier's expense. The Supplier shall bear the costs for this.
- (4) The rights arising from Sections 437 et seqq. BGB (German Civil Code) are reserved by us.
- (5) The Supplier shall be liable for ensuring that the delivery and the utilisation of the delivered goods do not infringe patent or industrial property rights of third parties. Otherwise, we may claim damages from the Supplier for non-performance. In the event of defects of title, the Supplier shall also indemnify us against any existing claims of third parties. Any further legal claims remain unaffected.
- (6) Unless otherwise agreed or longer statutory periods apply, the limitation period for claims for defects is 36 months. The period begins with the delivery of the object of the Contract or the acceptance of the service (transfer of risk). The same shall apply to goods or parts delivered by the Supplier within the scope of the warranty (subsequent performance).
- (7) The agreements made regarding chemical, physical and technical properties, dimensions, design and quality must be strictly adhered to within the respective tolerances. If the properties of chemicals are not specified in the order, the information in the most recent safety data sheets, information sheets, product information, manufacturer's specifications or the most recent product sample sent to us shall be binding for the properties of the ordered goods.
- (8) We are entitled to have the ordered goods inspected by independent inspectors at the Supplier's factory. The inspection does not exempt the Supplier from its warranty obligation.

Clause 7 Product Liability/ Recall

If a claim is made against us on the basis of a violation of official safety regulations or on the basis of domestic and foreign product liability regulations or laws due to a defect in our product which is attributable to goods supplied by the Supplier, we shall be entitled to demand compensation for the damage or indemnification from the Supplier at our discretion, insofar as the damage is caused by the products delivered by the Supplier. This damage also includes the costs of any recall required.

Clause 8 Occupational Safety/ Accident Prevention/ Environmental Protection/ Insurance

- (1) The Supplier shall be liable for ensuring that the design (construction and execution) of the technical work equipment (plant and machinery) complies at least with the currently applicable, relevant accident prevention regulations, the ArbStättV (Workplaces Ordinance), ArbStoffV (Working Materials Ordinance) and the general safety and occupational health regulations. Further requirements resulting from the transposition of EU directives into national law must also be complied with.
- (2) If Suppliers have to carry out work in our individual factory and production areas, we shall only be liable for intentional and grossly negligent breaches of duty. This does not apply insofar as we are liable for injury to life, limb or health or violate an essential contractual obligation. Material contractual obligations are those, whose fulfilment makes the proper performance of the Contract possible in the first place and compliance with which the Contracting Partner regularly relies and may rely on, i.e. the material main contractual obligations.
- (3) Safety data sheets and information sheets must be enclosed with the delivery of materials that are newly used by us.
- (4) If rental equipment from a Supplier is installed on our factory premises, the Supplier/lessor is obliged to insure the equipment accordingly (all-risk insurance).

Clause 9 Place of Performance/ Place of Jurisdiction/ Applicable Law

- (1) The place of performance shall be the factory or the assembly site of the Purchaser specified in the respective order.
- (2) The place of jurisdiction for all disputes arising from the Contract is the local/ regional court responsible for the place of performance. We are also entitled, at our discretion, to take legal action at the Supplier's place of business.
- (3) The legislation of the Federal Republic of Germany solely applies, to the exclusion of the CISG (UN Convention on Contracts for the International Sale of Goods) and International Private Law.

Clause 10 Retention of Title

We do not recognise any retention of title by the Supplier, however broader its scope may be than a simple retention of title, in particular an extended retention of title. If we provide parts to the Supplier for orders (in particular for repair orders or subcontracting), we shall retain title thereto.

Processing or transformation by the Supplier shall be carried out for us. In the event of processing or machining, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.

Clause 11 Business Secrets/ Design Protection

- (1) The Supplier is obliged to maintain secrecy about all internal company information that comes to its knowledge in connection with the execution of the order. This also includes information on manufacturing processes, recipes and plant configurations. The obligation to maintain secrecy shall end if and to the extent that the facts become public knowledge without a breach of Contract by the Supplier being the cause thereof. The Supplier may not disclose the use of its goods in our factory to other Customers or state it as a reference. This obligation to maintain secrecy shall continue to exist beyond the termination of the Contract.
- (2) Insofar as the ordered parts or equipment are manufactured by the Suppliers on the basis of our own design, all rights arising in connection with the design shall remain with us. By accepting the order, the Supplier undertakes neither to supply nor to offer to supply the ordered parts or equipment to third parties now or later.
- (3) In the event of infringements by the Supplier or one of its agents against the requirements in paragraphs 1 and 2, we shall be entitled to claim damages, unless the Supplier is not at fault.
- (4) In the event of a culpable breach of this confidentiality obligation by the Supplier, the same shall be obliged to pay us a contractual penalty, the amount of which may be determined by us at our reasonable discretion and, in the event of a dispute, may be reviewed for its fairness by the competent

court. Further claims for damages shall remain unaffected by this provision.

Clause 12 Transfer of Contract/ Final Provisions

- (1) The concluded Contract may not be transferred in whole or in part without our express written consent.
- (2) Should any of the above agreed clauses be or become invalid in whole or in part, this shall not affect the validity of the remaining Terms and Conditions of Purchase.