

# General Terms and Conditions

(as amended on 07 August 2024)

## 1 General

1.1 The following General Terms and Conditions ("GTC") apply to all deliveries and services provided by the following companies (hereinafter collectively referred to as the "Supplier"):

- Baiersbronn Frischfaser Karton GmbH
- Baiersbronn Frischfaser Karton Holding GmbH
- Folding Boxboard Eerbeek B.V.
- Eerbeek Holding FBB B.V.

The term "Customer" refers to any natural or legal person who enters into a business relationship with the Supplier.

1.2 The Customer guarantees to be an entrepreneur, "Entrepreneur" in the sense of these General Terms and Conditions is a natural person or a legal entity or a partnership with legal capacity that acts in the exercise of its commercial or self-employed professional activity when concluding the contract (§ 14 Abs. 1 BGB).

1.3 All deliveries, services and offers of the Supplier - including all transactions via the Supplier's platform "myFOLBB" - shall be made exclusively based on these General Terms and Conditions. They shall form an integral part of all contracts concluded by the Supplier with Customers for the deliveries or services offered. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed upon again.

1.4 Any terms and conditions of the Customer or third parties shall not apply, even if the Supplier does not separately object to their application in an individual case. Even if the Supplier refers to a letter containing or referring to the terms and conditions of the Customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions.

1.5 INCOTERMS in the respective current version of the ICC (International Chamber of Commerce; currently: INCOTERMS 2020) shall only apply based on an explicit written commitment or explicit agreement via "myFOLBB" on the part of the Supplier and to the extent expressly stipulated therein.

## 2 Offer and conclusion of contract

2.1 All offers of the Supplier are non-binding unless they are explicitly marked as binding.

2.2 By placing an order with the Supplier - also via the platform "myFOLBB" - the Customer makes a binding offer to purchase the relevant product. The Supplier may accept the offer by a person authorized to represent him within 14 days of receipt. In case of an order via "myFOLBB" an explicit agreement is sufficient. Silence on the part of the Supplier shall not be deemed to be an approval.

2.3 If the Customer reserves goods via the "myFOLBB" platform of the Supplier, such reservation shall remain valid only for the period specified in the respective reservation notice issued to the Customer.

2.4 The Supplier shall send the Customer an acknowledgement of receipt of the offer promptly after receipt of the offer, which shall not constitute an acceptance of the offer. The offer shall be deemed accepted by the Supplier only as soon as the Supplier declares acceptance to the Customer or dispatches the goods.

2.5 The legal relationship between the Supplier and the Customer shall be governed solely by the written contract of purchase, including these General Terms and Conditions. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal commitments made by the Supplier prior to the conclusion of this Contract shall not be legally binding and verbal agreements between the Contracting Parties shall be replaced by the written contract, unless it is explicitly stated in each case that they shall continue to be binding.

2.6 Supplements and amendments to the agreements made, including these General Terms and Conditions, must be in writing to be valid. Except for managing directors or authorized signatories, the Supplier's employees are not entitled to make verbal agreements that deviate from the written agreement.

2.7 The Supplier reserves the title or copyright to all offers and cost estimates submitted as well as to drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without the explicit consent of the Supplier. At the Supplier's request, the Customer shall return these items in full to the Supplier and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The storage of electronically provided data for the purpose of usual data backup is excluded from this.

2.8 Regarding the specific technical steps for placing an order via the Supplier's "myFOLBB" platform, reference is made to the instructions given in the "myFOLBB" platform or on the individual Purchase Flow pages, which must be complied with.

2.9 If the Customer wishes to unilaterally cancel or amend the contract after the order confirmation has been issued but prior to production, he shall obtain the Supplier's consent in this respect and, if the Supplier grants such consent, shall in any event pay a cancellation fee in the amount of 30 percent of the cancelled order value, which in the opinion of the contracting parties is a reasonable estimate of the damage incurred by the Supplier, and, in the event of an order amendment, any additional costs for the order amendment. Any further damages of the Supplier shall remain unaffected.

## 3 Delivery

3.1 The delivery periods or dates stated by the Supplier shall apply ex works and always only as an assumption unless a fixed period or date has been explicitly promised or agreed. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party entrusted with the transport. Subject to the provisions set forth below, the delivery periods or dates shall only be binding upon issuance of the production-free order confirmation, but in no case prior to receipt of agreed down payments, proven letters of credit or bank guarantees.

3.2 The delivery is made exclusively for the intended use.

3.3 The Supplier may - without prejudice to his rights arising from a delay on the part of the Customer - demand from the Customer an extension of delivery and performance deadlines by the period during which the Customer fails to meet its contractual obligations towards the Supplier.

3.4 If the Supplier is in delay of delivery because a supplier of goods does not deliver to the Supplier in due time, the relevant delivery period shall be extended until delivery by the Supplier's supplier plus a period of three working days, however, by a maximum of three weeks in total, provided that a) the Supplier is not responsible for the delay of delivery by our supplier and b) the Supplier has reordered the goods in due time prior to the conclusion of the purchase contract so that a timely delivery could be expected under normal circumstances. If the goods are not available or not available in time despite timely reordering through no fault of the Supplier, the Supplier shall be entitled to withdraw from the purchase contract. The Supplier shall notify the Customer immediately of the non-availability of the goods.

3.5 If the Supplier is in delay with a delivery or service or if a delivery or service becomes impossible, for whatever reason, the Supplier's liability for damages shall be limited in accordance with Clause 12, and in cases of force majeure or other events unforeseeable at the time of conclusion of the contract in accordance with Clause 9.

3.6 The shutdown of production capacities for a period of at least 14 working days and the resulting impediment to being able to supply customers shall not constitute a culpable delay for the duration of the impediment.

3.7 The Supplier shall be entitled to make partial deliveries if (i) the partial delivery is usable for the Customer within the scope of the contractual purpose, (ii) the delivery of the remaining ordered goods is ensured and (iii) the Customer does not incur any significant additional expenses or costs as a result (unless the Supplier agrees to bear such costs).

3.8 In the case of call orders, the ordered goods shall be ready for dispatch on the confirmed delivery date. If the Customer does not call off the ordered goods by this date, the Customer shall be deemed to be in delay of acceptance. In this case, the Supplier shall be entitled, in addition to the rights to which he is entitled under Clause 8, to demand acceptance of delivery of the ordered and produced goods no later than 30 days after expiry of the delivery date. If the Customer fails to accept delivery of the ordered goods on the delivery date, the Customer shall be liable to the Supplier for all costs arising therefrom.

3.9 The Supplier's obligation to deliver within the agreed period is explicitly conditional upon the Customer's timely performance of (i) all payment obligations and (ii) all other obligations under the Contract, if and to the extent that a failure to perform such other obligations in a timely manner makes delivery by the Supplier within the agreed period impossible or otherwise impossible such delivery.

3.10 The Supplier is entitled to sell off the goods at any time (even if they are marked as "in stock" on the order form) if the delivery is made against prepayment and the payment is not received within a period of five working days after acceptance of the offer by the Supplier. In this case, shipment within the agreed or stated period shall only take place while stocks last; otherwise, a period of three weeks shall apply.

## 4 Place of performance, dispatch, packaging, transfer of risk

4.1 The place of performance shall be the Supplier's production site or the Supplier's respective distribution warehouse, unless explicitly agreed otherwise in writing.

4.2 Unless explicitly agreed otherwise, the Supplier shall determine the appropriate mode of shipment and the carrier at his reasonable discretion.

4.3 As soon as the goods are ready for collection on the confirmed delivery date, the risk shall transfer to the Customer at the place of performance. Storage costs after transfer of risk shall be borne by the Customer. In the event of storage by the Supplier, the storage costs shall amount to (0.25) % of the invoice amount of the delivery items to be stored per expired week. The Supplier reserves the right to claim and prove further or lower storage costs.

4.4 If, at the Customer's request, the Supplier ships the delivery item to a place other than the place of performance, risk and coincidence for demise of the delivery item shall pass to the Customer as soon as the Supplier has handed over the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. The Supplier shall not be responsible for any delays caused by the carrier. This shall also apply if partial deliveries are made, or the Supplier has taken over other services.

4.5 If dispatch or handover is delayed due to a circumstance caused by the Customer, the risk shall transfer to the Customer from the day on which the delivery item is ready for dispatch and the Supplier has notified the Customer of this.

4.6 The Supplier shall insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks only at the explicit request of the Customer and at the Customer's expense.

4.7 In the case of free delivery, the Supplier reserves the right to choose the carrier, unless otherwise explicitly agreed in writing.

## 5 Prices

5.1 The prices apply to the scope of services and deliveries listed in the order confirmations. Unless otherwise agreed in writing, the prices are in EUR including standard packaging, waste sheets, loading, transport, and any standard size cutting costs, based on 30 days net. Any additional costs - such as customs or export costs - shall be borne by the Customer.

5.2 The Supplier reserves the right, after timely notification of the Customer and prior to delivery of the goods, to increase the price of the goods as necessary due to general external price increases beyond his control (including but not limited to exchange rate fluctuations, currency regulations, changes in customs duties, significant increases in raw material, energy, transportation or other direct costs and manufacturing costs) or due to changes in suppliers, and to reduce the price if external costs (such as customs duties) are reduced or eliminated. Timely in this sense means the notification of the Customer at least 10 days before increased invoicing. The Customer undertakes to pay the changed price.

5.3 If the changes in the above-mentioned cost factors individually or collectively exceed 20%, either party shall have the right to terminate this Agreement. Clause 2.9 shall apply correspondingly in the event of termination by the Customer.

5.4 If the agreed prices are based on the Supplier's list prices and the delivery is to be made more than four months after conclusion of the contract, the Supplier's list prices valid at the time of delivery shall apply (in each case after deduction of an agreed percentage or fixed discount).

5.5 Deviations of the invoiced price from that in the order confirmation due to contractual service charges such as storage charges or delivery quantity surcharges/discounts are to be accepted by the Customer.

5.6 Call orders are subject to the existence of a valid storage agreement to be agreed separately between Supplier and Customer.

## 6 Payment terms

6.1 Invoice amounts are to be paid within 30 days, without any deduction, unless otherwise agreed. The date of receipt at the Supplier shall be decisive for the date of payment.

6.2 If the Customer fails to make payment when due, the outstanding amounts shall bear interest at 9% p.a. from the due date; the right to claim higher interest and further damages in the event of delay shall remain unaffected.

6.3 Payment by check, bill of exchange, as well as discounts as deductions are excluded, unless they are agreed separately in individual cases.

6.4 The Customer shall have no right of set-off or retention unless the counterclaim is undisputed or has been finally adjudicated.

6.5 Without prejudice to Clause 4.1, the place of performance for making payment shall be the Supplier's registered office.

6.6 If there are outstanding claims from deliveries regarding which property has been transferred, incoming payments shall first be credited against these claims and only after they have been fully covered against claims for which retention of title still exists. Partial payments by the Customer shall first be credited against accrued costs and other ancillary charges (e.g., interest on arrears, reminder charges), and only then against outstanding claims from deliveries. Other payment dedications of the Customer are invalid.

6.7 The Supplier shall be entitled to perform or render outstanding deliveries or services only against prior payment or provision of security if, after the conclusion of the contract, the Supplier becomes aware of circumstances which are likely to substantially reduce the Customer's creditworthiness and which jeopardize the payment of the Supplier's outstanding claims by the Customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies).

6.8 The Supplier shall grant any annual bonus only upon prior payment of all outstanding receivables by the Customer.

## 7 Retention of title

7.1 The delivered goods shall remain the property of the Supplier until full payment of the purchase price including any interest on delayed payment, reminder and collection charges already accrued as well as other costs. The goods as well as the goods covered by the retention of title taking their place according to the following provisions shall hereinafter be referred to as "goods subject to retention of title".

7.2 The Customer shall store the reserved goods free of charge for the Supplier. The Customer shall adequately insure the reserved goods. The Customer is not entitled to pledge the reserved goods or to collateralize them.

7.3 The Customer shall be entitled to process as well as to resell the reserved goods within the scope of the usual scope of its business activities as long as it is not in delay of payment.

7.4 If the reserved goods are processed by the Customer, it is agreed that the processing shall be carried out in the name and for the account of the Supplier as manufacturer and that the Supplier shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. If no such acquisition of ownership should occur at the Supplier, the Customer shall already now transfer his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the Supplier as collateral. If the retained goods are combined or inseparably mixed with other items to form a single item and if one of the other items is to be regarded as the main item, the Supplier shall, to the extent that the main item belongs to him, transfer to the Customer pro rata co-ownership of the single item in the ratio stated in sentence 1.

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7.5 In the event of resale of the reserved goods, the Customer hereby assigns to the Supplier by way of security the claim against the purchaser arising therefrom. The same shall apply to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. The Supplier shall revocably authorize the Customer to collect the claims assigned to the Supplier in his own name. The Supplier may revoke this collection authorization only in the event of realization.

7.6 In the event of further processing of the reserved goods with other products, the Customer shall assign to the Supplier the claims arising from the resale of the new product in the amount of the invoice value of the reserved goods. The Customer shall be authorized to collect such claim(s). The Supplier may limit or revoke the Customer's right to collect based on justified interests, in particular in the event of the Customer's delay in payment.

7.7 If third parties seize the goods subject to retention of title, by way of attachment, the Customer shall immediately notify them of the Supplier's property and inform the Supplier thereof to enable the Supplier to enforce his property rights. If the third party is not able to reimburse the Supplier for the court or out-of-court costs incurred in this connection, the Customer shall be liable to the Supplier for such costs.

7.8 The Supplier shall release the goods subject to retention of title and the items or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The Supplier shall select the items to be released thereafter.

7.9 If the Supplier withdraws from the contract in the event of a breach of contract by the Customer - in particular delay in payment - the Supplier is entitled to demand the return of the reserved goods.

## 8 Delay of the Customer

8.1 In the event of delay/refusal of acceptance, the purchase price shall become due immediately.

8.2 If the Customer is in delay with the payment of due invoices, the Supplier shall be entitled to suspend all further deliveries after the expiry of a period of 14 days as well as after a notification to the Customer in this respect until the respective amount has been received by the Supplier.

8.3 In addition to the statutory rights to which the Supplier is entitled, the Supplier shall be entitled to claim any invoice amounts not yet due or deferred in the event of delay in payment, also after expiry of a period of 14 days and after notifying the Customer thereof. Price reductions granted shall be subject to the prevention of such a delay in payment and shall become ineffective in this case. In this case, the Supplier shall be entitled to claim the full invoice amount without any deductions.

## 9 Force Majeure

9.1 Force majeure shall be deemed to be any unforeseeable event the causes of which are beyond the Supplier's control, including, but not limited to: (i) labor disputes of any kind, difficulty in obtaining transportation, closed borders, governmental orders, export embargoes or other circumstances affecting Supplier's operations; or (ii) acts of nature, acts of war, insurrection/revolution, terrorism, sabotage, arson, fire, natural disasters, failure to obtain required governmental approvals; or (ii) delays in delivery or failure to deliver on the part of the Supplier's upstream suppliers, in particular as a result of energy crises or raw material supply crises, or in the event that raw materials cannot be procured on commercially reasonable terms in terms of price and/or quantity and this could not have been foreseen by the Supplier at the time of the conclusion of the Contract, as well as for any other reasons for which the Supplier is not responsible.

9.2 If a contracting party is prevented from fulfilling its contractual obligations, it shall immediately notify the other party of the occurrence and omission of the force majeure. It shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.

9.3 The contracting parties undertake to adapt the contract to the changed circumstances in good faith. The aim of these negotiations is to eliminate the Force Majeure Event, alternatively to extend the delivery period, by the duration of the impediment and a reasonable start-up time. For the duration and to the extent of the direct and indirect effect, the contracting parties are released from their obligations under the purchase contract and in this respect also owe no compensation. In addition, each contracting party may withdraw from the contract if it is foreseeable that an agreed time of performance will be exceeded by more than 4 weeks.

## 10 Property rights, third party rights, confidentiality

10.1 The Supplier warrants in accordance with this Clause 10 that the delivery item is free from any industrial property rights or copyrights of third parties. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it due to the infringement of such rights.

10.2 If the delivery item infringes an industrial property right or copyright of a third party, the Supplier shall, at his discretion and at his expense, modify or replace the delivery item in such a way that no rights of third parties are infringed any more, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If the Supplier does not succeed in doing so within a reasonable period, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the Customer shall be subject to the limitations of § 11 of these General Terms and Conditions of Delivery.

10.3 In the event of infringements of rights by products of other manufacturers supplied by the Supplier, the Supplier shall, at his option, assert his claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. In such cases, claims against the Supplier shall only exist in accordance with this Clause 9 if the judicial enforcement of the claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g., due to insolvency.

10.4 In cases where the rights of third parties, e.g., intellectual property rights, are infringed by the execution in accordance with the specifications named or provided by the Customer, the latter shall indemnify and hold harmless the Supplier for all damages arising from claims of third parties upon first request.

10.5 Documents of the Supplier handed over to the Customer are confidential and may not be disclosed to third parties without the written consent of the Supplier. The Customer undertakes to protect any intellectual property rights of the Supplier and shall be liable for any damage resulting from a breach of this obligation.

## 11 Warranty

11.1 A delivery shall be deemed to have been made in accordance with the contract if any deviations concerning quantities, area-related mass, thickness as well as format and roll width of the goods delivered by the Supplier to the Customer each remain within the tolerance limits stated in Appendix A and the delivery complies with the agreed specifications or, in cases where no such agreement has been made, with the international standards of the carton board industry. The actual weight of the goods at the time of manufacture and packaging shall be decisive for the quantity of the delivery. In the case of rolls and uncounted sheets, the weight shall be gross for net; in the case of rolls including wrapping, cores, and bungs, and in the case of sheets including wrapping. Customary or negligible or technically unavoidable deviations in quantity shall in any case not be deemed defects, notwithstanding the above provisions. Properties, characteristics or specifications of the delivered goods are a) to be agreed upon in writing at the time of the conclusion of the contract itself or b) explicitly stated in the technical data sheet of the respective carton type as amended from time to time. The technical data sheets are available in the Product Search section of the website [www.my.folbb.com](http://www.my.folbb.com).

11.2 The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, limb, or health or from intentional or grossly negligent breaches of duty by the Supplier or his vicarious agents, which shall each be time-barred in accordance with the statutory provisions.

11.3 The delivered items shall be carefully inspected immediately after delivery to the Customer or to the third party designated by the Customer.

Obvious defects or other defects, which would have been apparent upon immediate and careful inspection, shall be deemed approved by the Customer if the Supplier does not receive a written notice of defect within seven working days after delivery. Regarding other defects, the delivery items shall be deemed to have been accepted by the Customer if the Supplier does not receive a written notice of defect within seven working days after the date on which the defect became apparent; however, if the defect was already apparent at an earlier date during normal use, such earlier date shall be decisive for the commencement of the period for giving notice of defect. At the Supplier's request, a rejected delivery item shall be returned to the Supplier carriage paid. In the event of a justified complaint, the Supplier shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use. In the case of organoleptically sensitive package contents, the Customer shall be obliged to check the suitability of the goods before processing.

11.4 If the Customer wishes to use the deficient and reprimanded goods, this shall require the Supplier's prior written consent.

11.5 If the further processing of the goods does not take place within a period of 6 months from the delivery date or call-off date for reasons for which the customer is responsible, or if, again for reasons for which the Customer is responsible, the goods are in storage for more than 6 months before further processing, such impairments of the goods shall be deemed to have been accepted by the customer in accordance with the contract.

11.6 In the event of material defects in the delivered items, the Supplier shall first be obliged and entitled to rectify the defect or to make a replacement delivery at his discretion within a reasonable period. If, however, repair or replacement is impossible or involves a disproportionately high effort for the Supplier, the Customer shall be entitled to a price reduction. In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Customer may withdraw from the contract or reasonably reduce the purchase price.

11.7 If a defect is due to a Supplier's fault, the Customer may only claim damages under the conditions set out in Clause 12. A legal presumption that the goods were defective at the time of handover if a defect occurs within the first six months after handover is excluded.

11.8 In the event of defects in parts of other manufacturers which the Supplier is unable to remedy for licensing or factual reasons, the Supplier shall, at his discretion, assert his warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. In the event of such defects, warranty claims against the Supplier shall only exist under the other conditions and in accordance with these General Terms and Conditions if the legal enforcement of the claims against the manufacturer and supplier was unsuccessful or is futile, e.g., due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against the Supplier shall be suspended.

11.9 Any delivery of used items agreed with the Customer in individual cases shall be made under exclusion of any warranty for material defects.

11.10 The warranty shall lapse if the Customer modifies the delivery item or has it modified by a third party without the consent of the Supplier and the rectification of defects becomes impossible or unreasonably difficult as a result. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

## 12 Liability

12.1 The Supplier's liability for damages, irrespective of the legal grounds, in particular, impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, loss of profit, loss of revenue, production or operating losses, downtimes, loss of sales or orders, contractual damages or contractual penalties payable to third parties, indirect damages and consequential harm caused by a defect and, in general, for unforeseeable damages, shall be limited in accordance with this Clause 12, insofar as fault is involved in each case.

12.2 The Supplier shall not be liable in the event of simple negligence on the part of his organs, legal representatives, employees, or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. These obligations are the obligation to deliver and install the delivery item in due time, to ensure that the delivery item is free from defects of title and material, defects which impair its functionality or usability to a more than insignificant extent, as well as advisory, protective and custodial obligations which are intended to enable the Customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage.

12.3 Insofar as the Supplier is liable for damages on the merits pursuant to Clause 12.2, such liability shall be limited to damage which the Supplier foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which the Supplier should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable insofar as such damage is typically to be expected when the delivery item is used for its intended purpose.

12.4 In the event of liability for simple negligence, the Supplier's obligation to pay compensation for material damage and further financial losses resulting therefrom shall be limited to the amount of EUR 5 million per case of damage, even if a breach of material contractual obligations is involved.

12.5 These liability rules shall apply to the same extent in favor of the organs, legal representatives, employees, and other vicarious agents of the Supplier.

12.6 Insofar as the Supplier provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of performance owed by the Supplier, this shall be done free of charge and to the exclusion of any liability.

12.7 The limitations of this Clause 12 shall not apply to the Supplier's liability for willful misconduct, for guaranteed characteristics, for injury to life, body, or health or under the Product Liability Act.

## 13 Product liability

13.1 The Customer shall ensure that the goods (also as a basic material or partial product) are only handed over to persons familiar with the product hazards or risks or are only placed on the market by such persons.

13.2 If the goods delivered by the Supplier are used as a basic material or partial product of the Customer's own products, the Customer shall also be obliged to comply with his duty to warn under product liability law regarding the goods delivered by the Supplier when placing such products on the market.

13.3 The Customer is obliged to observe products placed on the market by him for harmful properties or dangerous consequences of use even after they have been placed on the market and to follow the development of science and technology regarding such products and to notify the Supplier without delay of any defects in the goods delivered by the Supplier discovered based on such observations.

13.4 The Customer shall indemnify the Supplier against all liabilities, losses, damages, costs, and expenses incurred by the Supplier because of the Customer's failure to comply with the above obligation.

13.5 Insofar as the Customer or the Supplier has paid compensation to a third party due to a defect in a product in accordance with mandatory provisions of product liability law, the Customer shall be responsible in both cases for proving in the event of recourse that the defect in the processed product was caused or contributed to by a defect in the goods delivered by the Supplier. Claims for recourse of the Customer against the Supplier shall be further excluded, except in the case of intent or gross negligence attributable to the Supplier.

## 14 Export control

14.1 Customer shall comply with the requirements of export control law when using, processing and/or selling the goods. Export control law includes all (i) domestic and European sanctions lists and (ii) the consolidated sanctions list of the United Nations. These sanctions lists may change continuously and also after the conclusion of this contract. In any case, Customer shall inform itself about the respective current version of the sanctions lists by means of the links listed below and shall take them into account accordingly.

14.2 The sanctions adopted by the Federal Republic of Germany as well as the Council of the European Union can be accessed via <https://www.sanctionsmap.eu/#/main?checked>.

14.3 The consolidated sanctions list of the United Nations can be accessed via <https://scs-sanctions.un.org/search/>.

14.4 Customer shall also not use, process and/or sell the Goods in violation of U.S. sanctions law. The U.S. sanctions lists can be accessed via <https://sanctionssearch.ofac.treas.gov/>.

## 15 Data protection and data security

The Supplier may only process and store the data relating to the respective purchase contracts within the framework of the applicable statutory provisions. The details can be found in the privacy policy available on our website.

The Supplier processes the Customer's personal data exclusively in compliance with the applicable data protection regulations (in particular the General Data Protection Regulation – GDPR / AVG).

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## Final provisions

16.1 The contract of sale existing between the Supplier and the Customer shall be governed by the laws of the Federal Republic of Germany, subject to mandatory international private law provisions, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

16.2 The exclusive place of jurisdiction for all disputes arising from or in connection with an individual contract or these General Terms and Conditions or with their infringement, dissolution or nullity shall be the court having local and subject-matter jurisdiction for the Supplier's registered office. At the Supplier's option, the above-mentioned disputes may also be brought before the court having local and subject-matter jurisdiction for the Customer's registered office.

16.3 Declarations on behalf of the Supplier shall only be legally binding if they are made by persons authorized to represent the Supplier (managing directors, authorized officers, authorized representatives) in the required number.

16.4 Contract, order, and complaint languages are German, English, French, Spanish, Italian, Dutch and Slovenian.

16.5 These General Terms and Conditions are written in German. Translations into other languages are provided for convenience only. In the event of any discrepancies or issues of interpretation between different language versions, only the German version shall be binding, unless expressly agreed otherwise in writing.

16.6 All agreements between the Supplier and the Customer must be in writing or explicitly agreed via myFOLBB. Verbal subsidiary agreements are invalid. Changes and additions to these General Terms and Conditions are therefore only effective if they are agreed in writing. The requirement of the written form is also satisfied by fax or e-mail.

16.7 Should any provision of this contract or these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The parties undertake to replace the invalid or unenforceable provision with a valid and enforceable one that comes as close as possible to the economic intent of the invalid or unenforceable provision. The same shall apply in the event of a contractual gap.

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## APPENDIX A

### Quality und tolerances

#### Variety-related quality characteristics

The quality characteristics of all varieties offered are shown in the individual technical data sheets for the respective carton type. These are available in the product search section of the website [www.my.folbb.com](http://www.my.folbb.com).

#### Order quantity/delivery quantity tolerances

Order quantity    Tolerance in % of order quantity

$\leq 1 \text{ t}$                      $\pm 20 \%$

$> 1 \text{ t} \leq 2,5 \text{ t}$          $\pm 15 \%$

$> 2,5 \text{ t} \leq 5 \text{ t}$          $\pm 7,5 \%$

$> 5 \text{ t}$                      $\pm 5 \%$

#### Order types

Order within the above tolerances. The delivery quantity is within the above  $\pm$  tolerances. Example: Order 2 t, delivery 1.88 to 2.12 t.

Agreement of a minimum quantity which may not be fallen short of. The delivery quantity is the minimum quantity plus a quantity within the possible tolerance range. Example: Order 2 t, delivery 2 to 2.24 t.

Agreement of a maximum quantity which may not be exceeded. The delivery quantity is the maximum quantity minus a quantity within the possible tolerance range. Example: Order 2 t, delivery 1.76 to 2 t.

#### Sheet count tolerance (agreed deviation of the actually delivered sheets in relation to the specification on the pallet label)

For orders  $\leq 5 \text{ t}$ , the sheet count tolerance shall be  $\pm 1 \%$  per package; for the total number of sheets delivered (order), a sheet count tolerance of  $\pm 1 \%$  is permissible.

For orders  $> 5 \text{ t}$ , the sheet count tolerance shall be  $\pm 1 \%$  per package; for the total number of sheets delivered (order), a sheet count of  $\pm 0.5 \%$  is permissible.

In case of complaints regarding the number of sheets tolerance, where no agreement can be reached, a calibratable system (e.g., measurement on the scales) shall be used.

#### Sampling in case of complaints

Delivery	to be examined	Sample sheet (load unit pallets/rolls per pallet/roll)
1-5	each	1
6-19	5	1
20-99	10	1

The selection of the pallets/rolls to be tested shall be random (except for 1-5). Regarding the number of measured values, reference is made to the respective specifications in the special test standards.

The sampling point for sample sheets must be at least ten sheets below the top edge in the case of pallets, and after the second to fifth turn in the case of rolls.

Sampling is carried out in accordance with DIN EN ISO 186.

#### Pre-treatment of samples and test climate

The pre-treatment (according to DIN EN 20187) must be carried out at 23°C and 50 % relative humidity.

The test climate is 23° C and 50 % relative humidity. Class 1:

$\pm 1 \text{ }^{\circ}\text{C}$  and  $\pm 3 \%$  relative humidity