

General Terms and Conditions (GTC) - Sale**KÄMMERER Paper GmbH****KÄMMERER Spezialpapiere GmbH****1. Validity**

- 1.1. These General Terms and Conditions ("GTC") apply to all agreements and obligations between KÄMMERER Paper GmbH and KÄMMERER Spezialpapiere GmbH and its customers (hereinafter also referred to as "**Buyer**") concerning the **sale** of goods, unless the contracting parties have expressly agreed otherwise in writing. Any conflicting or deviating conditions of the Buyer apply only to the extent that KÄMMERER Paper GmbH or KÄMMERER Spezialpapiere GmbH has expressly agreed to them in writing. These GTC also apply to all future transactions with Buyer, even if no express reference is made to the GTC in the future.

"KÄMMERER" equally means KÄMMERER Paper GmbH and KÄMMERER Spezialpapiere GmbH.

2. Offer, conclusion of agreement

- 2.1. Offers to KÄMMERER are not binding. All data or indications of quality contained in data sheets, brochures and other oral or written information are non-binding references. The same applies to samples and the like.
- 2.2. The agreement becomes binding only after written confirmation of the order by KÄMMERER. Side agreements, amendments to the agreement and declarations of any kind must be confirmed in writing by KÄMMERER in order to be effective. This also applies to any waiver of this formal requirement.

3. Prices, terms of payment, time limits

- 3.1. Unless agreed otherwise, the prices are ex works excluding packaging and transport costs and expenses and excluding the applicable statutory value added tax. The Buyer bears the value added tax, all packaging and transport costs, expenses, fees, levies, other taxes and customs duties in connection with the deliveries.
- 3.2. Unilateral price adjustments by KÄMMERER of up to 10% net of the order value shall be permissible in the event of increases in operating expenses including main cost factors (e.g. prices for raw materials such as pulp and chemicals, energy or transport costs) and exchange rate fluctuations and shall apply to goods not yet delivered. KÄMMERER shall furthermore be entitled to withdraw from an order if one or more of the operating expenses including main cost factors increase by more than 10% or in the event of exchange rate fluctuations by more than 10%, and if no agreement is reached on a higher price adjusted to these circumstances within 30 days of notification of the intention to withdraw.
- 3.3. Payments are considered settled only upon receipt of the corresponding confirmation from KÄMMERER's bank (credit note). Payments by bill of exchange, cheque and order to third parties as well as letters of credit may only be made with the express consent of

KÄMMERER and are considered settled only upon receipt of the amounts by KÄMMERER. Upon KÄMMERER's request, the Buyer shall provide documents and information evidencing its credit rating and notify KÄMMERER of any deterioration in its credit rating.

- 3.4. If the Buyer fails to make payment on the due date, KÄMMERER may, regardless of its other rights, charge interest on arrears of 1% per month as well as compensation for collection costs. The compensation includes in particular collection expenses and attorney's dunning costs (reimbursement of costs in accordance with the Attorney Tariff Act - RVG). In addition, internal reminder fees of € 30.00 plus VAT shall be paid for each reminder. The payment period starts on the invoice date.
- 3.5. KÄMMERER may, at its sole discretion, require the Buyer to pay for deliveries in advance.
- 3.6. If the Buyer fails to pay invoices or pays only a part of the invoice amount, KÄMMERER shall be solely responsible for the redemption of payments. Furthermore, KÄMMERER is entitled to declare all invoices due and payable and to terminate some or all agreements with immediate effect. In such case, KÄMMERER may optionally claim damages or withhold deliveries until all invoices have been paid in full and the invoice amount of any outstanding sales has been paid in advance.

4. Right of retention, offsetting prohibition

- 4.1. The Buyer is not entitled to withhold payment of any amount due to KÄMMERER. Furthermore, the Buyer has no right of set-off unless counterclaims are acknowledged by KÄMMERER in writing, are undisputed or have been legally established by a court. The assignment of the Buyer's claims to third parties is not permitted.

5. Delivery, transfer of risk

- 5.1. Unless agreed otherwise, KÄMMERER determines the type of shipment, which shall be at the risk and expense of the Buyer. The type of packaging is specified in the order confirmation. Transport insurance is only taken out upon the express instruction of the Buyer and at the Buyer's expense.
- 5.2. In the event of force majeure (clause 8.), KÄMMERER is entitled to store the ordered goods itself or with a carrier at the risk and expense of the Buyer.
- 5.3. The risk of loss or damage passes to the Buyer upon dispatch of the goods at the latest. In the event of a delay in delivery for which the Buyer is responsible, the price risk passes to the Buyer upon notification of readiness for delivery. Regardless of its other rights, KÄMMERER is entitled to charge storage costs commencing one month after notification of readiness for dispatch and to dispose of the goods at its own discretion after the fruitless expiry of a reasonable grace period granted in writing, giving notice of its intention to do so.

6. Partial deliveries, deviations

- 6.1. The written order confirmation determines the time, type and quantity of the delivery. KÄMMERER is entitled to make partial deliveries.

6.2. Delivery dates and delivery periods are only approximate unless expressly guaranteed in writing by KÄMMERER. Unless the beginning of the delivery period has been specified, the delivery period starts on the date of the order confirmation. However, KÄMMERER is not obliged to deliver until all the Buyer's obligations prior to delivery (e.g. technical, economic requirements, official permits, approvals and licenses, etc.) have been fulfilled. If the Buyer requests any amendments after acceptance of the order, the delivery period starts after KÄMMERER has confirmed such amendments in writing. In particular, the delivery period shall not start until the Buyer proves that he/she has issued a letter of credit - if contractually agreed - or has made an advance payment or provided security. The delivery period is considered to be met if the goods forming the subject matter of the delivery leave KÄMMERER's premises on the last day of the delivery period or upon KÄMMERER's notification within the delivery period that the goods are ready for dispatch.

7. Warranty, liability

- 7.1. The Buyer is obliged to inspect each delivery immediately upon receipt. Obvious defects (including transport damage), incompleteness of the goods or other deviations from the order confirmation must be reported in writing immediately, but at the latest within 72 hours, after receipt of the delivery at the destination, stating the defects, shortage or other deviations and the invoice number. Hidden defects (including defects occurring during manufacture) must be reported immediately upon discovery. The warranty period is twelve months.
- 7.2. Defective products must be kept available for inspection by KÄMMERER for 14 days after the date of notification and may not be returned to KÄMMERER before that time. Upon KÄMMERER's request, samples of the defective goods shall be returned to KÄMMERER. Unless the Buyer complies with this provision, the Buyer is not entitled to reject the goods.
- 7.3. The Buyer has to ensure proper storage and insurance at the full resale price plus transport and storage costs for its own benefit as well as for the benefit of KÄMMERER until the complaint has been resolved.
- 7.4. The Buyer has to notify KÄMMERER immediately of any complaint regarding the delivered goods by its customers. If this obligation is not fulfilled, the Buyer is not entitled to assert any claims against KÄMMERER in respect of the defective goods.
- 7.5. In the case of defects, KÄMMERER is entitled to either replace the goods or reduce the purchase price. There shall be no warranty claims for insignificant defects.
- 7.6. KÄMMERER is not liable for any damage directly or indirectly caused by instructions or specifications of the Buyer, improper handling, intent or negligence of the Buyer or any modification of the goods by the Buyer.
- 7.7. Unless otherwise stated in these GTC, including the following provisions, KÄMMERER is liable for violations of contractual and non-contractual obligations according to the statutory regulations.
- 7.8. KÄMMERER shall be liable for damages-irrespective of the legal grounds-within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, KÄMMERER shall only be liable:

- a) for damages resulting from injury to life, body, or health;
- b) for damages resulting from a significant breach of a material contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on which the other party regularly relies and is entitled to rely), in this case, however, KÄMMERER's liability is limited to the compensation for the foreseeable, typically occurring damages.

7.9. The limitations of liability resulting from clause 7.8. shall also apply in the event of breaches of duty or in favor of persons for whom KÄMMERER is legally responsible. They shall not apply if KÄMMERER have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods, or for claims by the Buyer under the Product Liability Act.

7.10. Claims for damages against KÄMMERER shall expire after 12 months.

8. Force majeure

8.1. KÄMMERER is not be liable for any delay in or failure to perform any of its obligations and will not be considered to be in breach of contract if the delay or failure is due to a cause beyond its reasonable control ('force majeure'), in particular war, environmental events, strike, pandemic, insufficient supply of materials or energy, short-term unforeseeable price increases, lack of means of transport, regulatory requirements, sanction measures, and similar events or circumstances. This also applies in the event that such force majeure event occurs at KÄMMERER's suppliers. If a force majeure event occurs during an already existing delay, the grace period granted to KÄMMERER shall end only after the force majeure event has ended. KÄMMERER will inform the Buyer of the beginning and end of a force majeure event as soon as possible. In cases of force majeure, KÄMMERER is entitled to terminate all or parts of the concluded agreements with immediate effect without remedies of the contracting party but will proceed in such cases in consultation if possible.

8.2. Liability for damages caused by the failure of infrastructure of a third party, such as internet connection, energy supply, etc., is excluded in any case.

9. Retention of title

9.1. The delivered goods remain property of KÄMMERER until the Buyer has paid all amounts owed to KÄMMERER in connection with the relevant agreement and all other obligations of the Buyer towards KÄMMERER arising out of or in connection with the relevant agreement have been fulfilled. Any processing of the delivered goods by the Buyer is carried out for KÄMMERER without any obligations arising for KÄMMERER as a result thereof. If the delivered goods are processed with other goods not owned by KÄMMERER, KÄMMERER acquires co-ownership of the newly created goods in proportion to the value of the delivered goods at the time of processing.

9.2. The Buyer is entitled to sell the delivered goods in the ordinary course of business. All claims arising from such a sale are hereby assigned to KÄMMERER in advance and the Buyer undertakes to comply with all necessary publicity requirements to enforce such

assignment. If the Buyer sells goods which are co-owned by KÄMMERER, the assignment applies to the extent of the co-ownership share. KÄMMERER is entitled to collect the assigned claim.

- 9.3. The Buyer is obliged to adequately insure the goods still owned by KÄMMERER at its own expense against all usual risks, in particular against fire, burglary or water damage, to handle them with care and to store them properly.
- 9.4. If the Buyer is in default of any overdue payment, taking into account a grace period of 10 working days, KÄMMERER is entitled to demand the return of the delivered goods or to collect the delivered goods and sell them to third parties as they are (i.e. including packaging). One or more of these operations are not considered to terminate the respective orders and do not release the Buyer from payment of the invoiced amounts.
- 9.5. KÄMMERER is also entitled, at its sole discretion, to terminate the unpaid order without limiting the assertion of its rights by or in connection with any breach of contract by the Buyer, in particular with respect to claims for damages.

10. Weight, quality

- 10.1. Unless stated otherwise, the word ton (also the abbreviation "t") shall mean 1,000 kilograms. The quantity delivered is based on the weight determined by KÄMMERER at the time of manufacturing and packaging of the goods. For rolls, the weight is determined gross for net including sleeves, cores and end caps. In the case of sheet paper, the weight shall correspond to the nominal weight as defined in section 10.3. KÄMMERER's statement of the quantity delivered forms the basis of the amount to be paid by the Buyer and, at the same time, is the basis for assessment in case of any breaches of contract.
- 10.2. An order for paper within the seller's usual product range is considered to be fulfilled in accordance with the agreement if the seller delivers to the Buyer goods which do not deviate from the contractual quantity by more than the tolerances mentioned below. If a delivery comprises several lots as defined in section 10.3, each lot is considered separately. The following applies to grammages up to and including 135 g/m²:

quantity	permissible deviation
up to 5t	+/- 15%
5t to <10t	+/- 10%
10t to <100t	+/- 5%
from 100t on	+/- 5%

For coloured quality paper, an additional deviation of $\pm 2.5\%$ is permissible.

With regard to the above-mentioned deviations upwards or downwards, these are doubled if the Buyer has agreed on a maximum or minimum weight with no margin for surpluses or shortfalls.

- 10.3. Quality: Grammage tolerances

"Delivery" means the total quantity of goods covered by an agreement to be delivered at a specified time. "Lot" means one or more units of paper of one kind and of specified characteristics, manufactured by the same factory and delivered at the same time. "Unit" means a roll, pallet, or other transport packaging. "Grammage" means the weight in grams per square metre. "Ordered grammage" means the grammage specified in the agreement. "Actual grammage of a lot of paper" means the arithmetic average of the grammage determined by sampling and testing the lot using recognised standardised methods such as ISO 186, SCAN-P 6:75 or ISO 536. "Nominal weight" for a delivery of sheets is the number of sheets delivered multiplied with their contractual size multiplied with the contractual grammage. "Tolerance" with respect to grammage means the allowable difference between ordered and actual grammage expressed as a percentage of the ordered grammage.

A lot of paper is considered to have been delivered correctly in terms of grammage as long as (1) the actual grammage in relation to the ordered grammage remains within the tolerances defined in the product information sheets and (2) the test values for individual units remain within the tolerances defined in the product information sheets.

10.4. Quality: Size of the sheets and width of the rolls, tolerances

A delivery of paper is considered to have been made in accordance with the agreement if the sizes delivered (in the case of sheets, the width and length; in the case of rolls, the width) do not deviate from the contractual sizes to a greater extent than specified below:

Sheets

Sorting cross cutter trim ± 1 mm

Face cutter trim ± 1 mm

Rolls ± 1 mm

At least 95% of the measurements must be within these tolerances.

11. Confidentiality

- 11.1. The parties undertake to treat all information concerning the other party, which becomes known to them in the course of the contractual relationship, as strictly confidential and to use it exclusively for the fulfilment of this agreement. In the course of the cooperation, each party is responsible for ensuring that its employees also comply with the relevant legal provisions, in particular those of the General Data Protection Regulation GDPR (DSGVO) and the Data Protection Act (BDSG).
- 11.2. The parties undertake to keep the contents of their agreements confidential vis-à-vis third parties. This also applies for the time after termination of the contract. However, until revoked by the Buyer, KÄMMERER is entitled to refer to its cooperation with the Buyer in reference lists.
- 11.3. The confidentiality obligations do not apply to information which was already known to the general public at the time it came to the knowledge of one of the parties or which later became generally known without any action or breach of contract on the part of that party. The obligations also do not apply vis-à-vis authorities or courts, insofar as no statutory right to refuse to testify exists.

12. Prohibition of child labour

12.1. KÄMMERER declares that it does not employ children and ensures that its own suppliers also do not employ children. Children shall be understood to mean all persons under the age of 15.

13. Compliance

13.1. KÄMMERER declares that it will not commit any acts that may lead to criminal liability for fraud or breach of trust, breach of competition, granting of advantages, acceptance of advantages, bribery or similar offences (offences or crimes) within the meaning of the German Criminal Code (StGB), the Act against Unfair Competition (UWG) etc.

14. Employee protection, environmental protection

14.1. KÄMMERER further declares that it will comply with the relevant statutory regulations, in particular the regulations on the treatment of employees and occupational safety, and that it will commit itself to reduce adverse effects on people and the environment in its activities.

14.2. KÄMMERER assures in particular that the provided deliveries and services are free of pollutants. KÄMMERER declares that it will comply with the provisions of environmental law in the case of deliveries/services and also in the case of supplies or ancillary services provided by third parties.

15. Sustainability

15.1. KÄMMERER is committed to acting in a sustainable manner with regard to

- working conditions and human rights (concerning child labour and young workers, pay and benefits, working time, modern slavery, forced labour, freedom of association and collective bargaining, harassment);
- no discrimination based on religion, origin, nationality, age, disability, sexual orientation or similar;
- occupational safety;
- corporate ethics.

16. Anti-corruption, money laundering

16.1. KÄMMERER declares,

- that it will neither make, arrange for or support any direct or indirect payments to third parties, nor grant any substantial benefits or gifts to third parties - this applies in particular to its customers, employees, shareholders or directors, nor will the customer (including its employees or agents) accept or agree to accept any such payments/benefits which constitute illegal and corrupt practices under the relevant laws ("anti-corruption duty");
- to comply with competition law and in particular all antitrust provisions ("antitrust duty");
- that it will at all times strictly comply with anti-corruption, anti-trust and compliance obligations, ensure that its employees and agents comply with these obligations

and make it clear in all its business dealings that it acts in accordance with anti-corruption, anti-trust and compliance obligations.

16.2. Sanction lists, watch lists and black lists keep data on natural persons and legal entities with a potential money laundering risk. For PEPs, i.e. politically exposed persons, increased due diligence obligations apply. As part of the registration process (KYC process), KÄMMERER therefore checks whether new or existing clients are on PEP or sanctions lists.

17. Non-solicitation provision

17.1. The Buyer undertakes to refrain from any enticement or employment of employees of KÄMMERER - irrespective of whether such enticement or employment is carried out directly by the contracting party itself or via third parties, e.g. by persons who have a close relationship or a relationship of dependence with the contracting party due to legal ties and constructions, e.g. as a subsidiary or group company.

17.2. "Employment" of an employee of KÄMMERER is understood to mean any form of cooperation. This includes, in particular, an employment relationship, a freelance or quasi-freelance employment relationship, a contract for work and services or cooperation in whatever other legal form, such as in the form of a company or a joint venture. "Employees" of KÄMMERER include not only employees, but also freelancers or contractors similar to a contract for work and labour, but only on condition that these persons act on behalf of KÄMMERER.

17.3. The obligation under 17.1 applies during the contractual relationship and also for a period of two years after termination of the contractual relationship.

17.4. For any violation of this non-solicitation provision, the contracting party undertakes to pay KÄMMERER a contractual penalty of € 100,000.00, irrespective of any claim for injunctive relief. KÄMMERER reserves the right to assert claims in excess thereof.

18. Final provisions

18.1. Confirmed e-mails fulfill the written form requirement.

18.2. German law applies to the exclusion of the conflict of laws rules of international and European private law and the UN Convention on Contracts for the International Sale of Goods.

18.3. Legally ineffective provisions shall be replaced by the provision that is legally effective and comes closest to the economic and legal purpose of the ineffective provision.

18.4. The exclusive place of jurisdiction for all disputes between the Buyer and KÄMMERER shall be Osnabrück, Germany.
