



General Terms of Trade (as amended on 01. April 2025,
available at www.mm.group/en/gtt)

1. General

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

1.2 Any offers issued by MM shall not be binding automatically, unless otherwise agreed.

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

1.4 Orders, as well as modifications to confirmed orders made by the Buyer or any oral agreements, shall be deemed accepted and binding only upon written confirmation by MM through its authorized representatives or explicit agreement with MM via MM Digital in accordance with the procedure set out therein. Any correspondence merely confirming receipt of an order (including, but not limited to, automatically generated electronic confirmation-of-receipt emails in the case of transactions via MM Digital) does not amount to acceptance of the order itself. Failure to reply by MM shall not be deemed tacit approval. With regard to the specific technical steps required for placing an order via MM Digital,

reference is made to the instructions displayed in MM Digital and its individual purchase-flow pages, which are to be followed. Any additional corresponding information obligations are hereby expressly excluded. In the event that the terms contained in a confirmation of order by MM differ from those contained in the Buyer's order, the terms set out in MM's confirmation shall be deemed accepted by the Buyer unless the Buyer objects to such terms within 48 hours. MM shall not accept liability for, or be subject to, any duty of inspection in respect of, any errors that occur in the course of the ordering process, unless notified thereof immediately by the Buyer on receipt of the confirmation of order and at the latest within 24 hours from such receipt.

1.5 If the Buyer wishes to unilaterally cancel or modify the Contract after the order confirmation has been issued, which the Buyer may only do no later than 72 hours prior to start of production (and, with respect to modifications, if MM refuses to agree to the relevant modifications), the Buyer shall be liable to pay a cancellation charge (irrespective of fault) equaling 10% of the cancelled or modified net Contract value plus VAT, if any. In the event of a cancellation or modification request within the last 72 hours prior to production, the cancellation charge shall equal 20% of the cancelled or modified net Contract value plus VAT, if any. In each case the Buyer shall be entitled to prove, and shall carry the burden of proof to demonstrate, that the damage suffered by MM was less than the applicable 10% or 20% of the cancelled net Contract value. A cancellation or modification after the start of production is not permissible. MM carries the burden of proof to demonstrate that at the time a cancellation modification is requested, production had already started or was scheduled to start within the next 72 hours. This section 1.5 is without prejudice to the right of MM to claim further damages over and above the applicable 10% or 20% cancellation charge.

2. Delivery and passing of risk

2.1 The delivery periods or delivery dates indicated by MM and designated as binding shall be ex works and shall, subject to what is stated hereinafter, only become binding after the order confirmation has been issued but shall in any case not become binding prior to the receipt of any agreed advance payments, letters of credit or bank guarantees. Goods shall be delivered exclusively for use in accordance with the specified purpose. Any lead times or delivery time slots indicated in the order confirmation but not expressly communicated as binding (i.e. without stating a binding delivery date) shall be for information purposes only and shall not be binding on MM.

2.2 In the case of call-off orders the ordered goods shall be ready for dispatch on the delivery date confirmed as binding (date communicated to the Buyer as binding in the order confirmation). Any failure by the Buyer to call forward the ordered goods by the confirmed delivery date shall constitute



a delay in acceptance. In this event MM shall have the right, in addition to its rights under Article 6 of these General Terms of Trade, to demand acceptance of delivery of the ordered and manufactured goods. If the Buyer fails to accept delivery of the ordered goods on the delivery date (on the date communicated to the Buyer on the order confirmation), the Buyer shall be liable for all costs incurred by MM in handling, transporting, storing and insuring such ordered goods.

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

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

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

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

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

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

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

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

3. Prices

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

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

If the Buyer purchases goods from MM on the basis of these General Terms of Trade, it is agreed, in respect of the production costs that, to the extent set out below in each case, part of the agreed net remuneration as specified below shall be subject to indexation.

For individual orders, the reference period for indexation shall commence on the day the order is placed and continue until the day of the agreed delivery. Subject to the provisions set out below regarding the increase in the cost of energy, where reference is made to the monthly arithmetic mean for the respective preceding full calendar months, in the case of such individual orders the reference basis for the calculation of the adjustment shall be the index figure, as specified below, for the first day of the month during which the order is placed, and the basis for comparison shall be the index figure, as specified below, for the first day of the month during which the ordered goods are delivered. No adjustment is made if the indexes are reduced.

For standing orders (in particular periodic deliveries on the basis of price sheets) the reference period for indexation shall commence on the day the Contract is concluded (or the day on which the most recent price changes within the framework of the standing order became effective) and shall continue until the day of the agreed delivery. Again, subject to the provisions set out below regarding the increase in the



cost of energy, where reference is made to the monthly arithmetic mean for the respective preceding full calendar months, in the case of such standing orders the reference basis for the calculation of the adjustment shall also be the index figure, as specified below, for the first day of the month during which the Contract is concluded (or the day on which the most recent price changes within the framework of the standing order became effective), and the basis for comparison shall be the index figure, as specified below, for the first day of the month during which the ordered goods are delivered. No adjustment is made if the indexes are reduced.

(a) In respect of Contracts for MM Packaging's goods (a list of the relevant companies belonging to MM Packaging at any given time is available at www.mm.group/en/legal-entities/), the following shall apply:

(i) Upon an increase in the raw materials costs: 40% of the contractually agreed net remuneration shall be increased (this shall not affect the remaining amount of the net remuneration, subject however to any adjustment in accordance with sub-section a (ii) below) to the extent to which the costs of raw material have increased during the reference period in accordance with the indices according to Appendix B of this General Terms of Trade, if such increase equals or exceeds a threshold of 5%.

(ii) Upon an increase in costs of non-raw-material: 60% of the contractually agreed net remuneration shall be increased (this shall not affect the remaining amount of the net remuneration, subject however to any adjustment in accordance with sub-section a(i) above) to the extent to which the costs of non-raw material have increased during the reference period in accordance with the indices according to Appendix B of this General Terms of Trade, if such increase equals or exceeds a threshold of 5%.

Once the said threshold of 5% is reached or exceeded, an adjustment will be made reflecting the total increase in costs (and not only the portion of the increase exceeding the said 5% threshold), which in the case of individual orders and standing orders shall apply to the specific deliveries concerned and in the case of standing orders shall also apply to all subsequent deliveries occurring after MM's reasonable written request for such a price adjustment.

The contractually agreed net remuneration for the respective goods, or the net remuneration as adjusted at the time of the preceding price adjustment made by MM pursuant to this provision of the General Terms of Trade, shall be adjusted proportionately to the increase of the index figure compared to the reference basis. The index figure used for the adjustment should constitute the reference basis for subsequent calculations.

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

(i) upon an increase in the cost of cellulose: 40% of the contractually agreed net remuneration for virgin fibre board (the remaining amount of the net remuneration shall not be affected, subject however

to any adjustment in accordance with sub-section b(ii) or b(iii) below) shall be increased to the extent to which the cost of cellulose has increased during the reference period in accordance with the index US NBSK, if such increase equals or exceeds 15%.

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

(iii) upon an increase in the transport costs: 20% of the contractually agreed net remuneration for virgin fibre board (the remaining amount of the net remuneration shall not be affected, subject however to any adjustment in accordance with sub-section b(i) or b(ii) above) shall be increased to the extent to which the transport costs have increased during the reference period in accordance with the Drewry World Container Index, if such increase equals or exceeds 20%.

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

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

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

- in the case of an increase in the transport costs pursuant to sub-section b(iii) (only for a percentage of 15% of the relevant net remuneration) be adjusted proportionately to the increase of Drewry World Container Index compared to the reference basis.

*monthly arithmetic mean for the full calendar month preceding the day of placing of the order and of delivery respectively, in EUR/MWh (GCV), rounded in accordance with standard commercial



practice to the third decimal place, of the final published EEX THE, Day-Ahead and Weekend, End of Day prices for all days of the respective month, published by EEX at www.powernext.com.

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

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

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

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

(iii) upon an increase in the transport costs: 20% of the contractually agreed net remuneration (the remaining amount of the net remuneration shall not be affected, subject however to any adjustment in accordance with sub-section c(i) and/or c(ii) above) shall be increased to the extent to which the transport costs have increased during the reference period in accordance with Drewry World Container Index, if such increase equals or exceeds 20%.

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

- in the case of an increase in the cost of waste paper pursuant to sub-section c(i) (only for a percentage of 40% of the relevant net remuneration) be adjusted proportionately to the increase of the index figure of

the index EUWID Germany in EUR/t compared to the reference basis;

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

- in the case of an increase in the transport costs pursuant to sub-section c(iii) (only for a percentage of 15% of the relevant net remuneration) be adjusted proportionately to the increase of Drewry World Container Index compared to the reference basis.

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

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

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

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

3.5 In case prices are agreed with the Buyer in a currency other than Euro (or than the national currency at the MM location) and this currency devaluates by 5% or more versus the Euro (or the national currency at the MM location) after the conclusion of the Contract compared to the date of conclusion of the Contract, the net remuneration shall be increased in accordance with such devaluation. MM shall be entitled to charge a corresponding (nominal) price increase at the latest upon submitting the invoice.



3.6 Unless expressly confirmed in the confirmation of order or agreed otherwise elsewhere, and subject to the above provisions in this Article 3 relating to price increases, the price list of MM valid at the time of the confirmation of order, including the upcharges and discounts set out therein, shall apply. The prices indicated in MM's price list or in MM Digital shall not be binding on MM and shall in any event be subject to adjustment by MM in the case of obvious errors.

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

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

4. Terms of payment

4.1 Payments shall be made by the Buyer without any deductions, withholdings or set-off. Unless agreed otherwise in writing or expressly agreed via MM Digital, payments shall be made without deductions within 30 days of the invoice date. Notwithstanding the provisions in section 2.8 of these General Terms of Trade the place of performance for payments shall be MM's corporate location. Payments by bill of exchange or cheque as well as deductions for discounts shall be accepted by MM only if explicitly agreed in the invoice. Money orders, bills of exchange or checks are not accepted in lieu of performance of the payment but only subject to being honored. If a payment is made by money order, bill of exchange or check the payment shall be deemed to have been made only as per the value date applicable to the relevant credit entry. Any bank charges shall be payable by the Buyer. MM shall not be liable for presentation to be made in due time.

4.2 Default interest shall be payable on overdue amounts by the Buyer at the rate of one and on-half percent (1.5%) per month calculated daily and compounded monthly. MM shall further be entitled to the reimbursement of any costs incurred in connection with reminders, collection, inquiries and investigations as well as legal counsel.

4.3 If payments are outstanding for deliveries in respect of which title to the delivered goods has been transferred, any payments received shall be allocated first to such outstanding claims and only after full settlement thereof to claims regarding deliveries of goods still subject to a Security Interest (as defined in Section 5.1). Any partial payment by the Buyer shall be applied first to accrued costs and other incidental charges (e.g., default interest, reminder charges) and only after settlement thereof to outstanding claims arising out of deliveries. Any other designation of payment indicated by the Buyer shall be invalid.

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

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

5. Security

5.1 As security for the timely payment and performance of all amounts due by the Buyer to MM, the Buyer hereby grants to MM a first priority purchase money security interest (the "Security Interest") in the goods following delivery thereof to the Buyer ("Collateral"). The Security Interest shall remain in force until payment in full of the entire purchase price for the goods by the Buyer. If so requested by MM, the Buyer shall deliver to MM, in form and substance satisfactory to MM, and duly executed as required by MM, such financing statements and other security interest perfection documentation, duly filed under the UCC in all jurisdictions as may be necessary, or in MM's sole and absolute discretion, desirable, to perfect MM's Security Interest in the Collateral, in order to establish, perfect, preserve and protect the Security Interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of the Security Interest. The Buyer further grants MM the right, in MM's sole and absolute discretion, to take any and all necessary actions to perfect the Security Interest granted in any applicable jurisdiction(s) without further authorization from the Buyer. All costs related to perfecting the Security Interest shall be borne by the Buyer, and the Buyer shall reimburse MM for any such costs incurred by MM.

5.2 Until full payment of the purchase price has been made by the Buyer to MM, the Buyer shall:

(a) store the goods separately from all other goods held by the Buyer so that they remain readily identifiable as property in which MM has a Security Interest;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to those goods;



(c) not grant any other person or entity any Security Interest in the goods or in any comingled goods within the meaning of UCC § 9-336;

(d) maintain those goods in satisfactory condition; and

(e) give MM such information as MM may reasonably require from time to time relating to:

(i) the goods; and

(ii) the ongoing financial position of the Buyer.

5.3 The Buyer shall be entitled to process and resell the goods in the ordinary course of its business, provided that the Buyer is not in default of payment. The Buyer is not entitled to create any security interest in the goods, including but not limited to assigning the goods as security.

5.4 The Buyer shall be obliged to provide for adequate insurance coverage for the goods that are subject to a Security Interest.

5.5 The Buyer shall be entitled to process and resell goods in the ordinary course of its business, provided that the Buyer is not in default of payment and provided further that any such processing or resale shall always be subject to the Security Interest of MM. The Buyer therefore is not authorized to process or sell goods free of MM's Security Interest. In case the Buyer processes goods of MM which are subject to a Security Interest so as to create a new product (comingled goods), then MM's Security Interest, if perfected as set out in Section 5.1, shall attach to the comingled goods. If the Buyer processes goods of MM which are subject to a Security Interest together with other, third-party goods, then MM's Security Interest also shall attach to the comingled goods, if the Security Interest has been perfected as set out in Section 5.1.

5.6 The Buyer herewith assigns to MM as a collateral the Buyer's claims against third parties that arise from the resale of goods subject to a Security Interest ("Third Party Claims Assignment"). MM accepts such assignment. In respect of goods subject to a Security Interest that are processed together with other goods the Buyer assigns to MM the claims arising from the resale of the new products in an amount corresponding to the invoice value of the goods subject to a Security Interest. The Buyer is authorized to collect these claims. MM has the right to limit or revoke the Buyer's authorization to collect such claims for good reason, in particular if the Buyer is in default of payment. MM shall have the right to request that the Buyer disclose to MM the assigned claims and the respective debtors, make available to MM all details required for collection as well as the relevant documents, and inform the debtors about the assignment. If so requested by MM, the Buyer shall deliver to MM, in form and substance satisfactory to MM, and duly executed as required by MM, such financing statements and other security interest perfection documentation, duly filed under the UCC in all jurisdictions as may be necessary, or in MM's sole and absolute discretion, desirable, to perfect the Third Party Claims Assignment, in order to establish, perfect,

preserve and protect the Third Party Claims Assignment as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of the Third Party Claims Assignment. The Buyer further grants MM the right, in MM's sole and absolute discretion, to take any and all necessary actions to perfect the Third Party Claims Assignment granted in any applicable jurisdiction(s) without further authorization from the Buyer. All costs related to perfecting the Third Party Claims Assignment shall be borne by the Buyer, and the Buyer shall reimburse MM for any such costs incurred by MM.

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

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

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

6. Default by the Buyer

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

6.2 Should the Buyer be in default in making any payment due under the Contract, MM shall have the right upon giving 14 days' prior written notice to the Buyer to withhold any further deliveries until payment for all outstanding amounts has been received by MM. In the event of a default in payment by the Buyer MM shall further be entitled, after the expiration of a further period of thirty days, to terminate the Contract and to request that the Buyer settle all outstanding invoiced amounts, even if they



are not yet due or if a grace period has been granted. In such a case, agreed discounts shall become void, and MM shall be entitled to claim the full invoiced amount without deductions.

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

7. Force majeure

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

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

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

(b) forces of nature, acts of war, riots, revolts, revolution, terrorism, sabotage, arson, fire, natural disasters, pandemics as well as measures imposed by the authorities on a national and/or international level, including any official sanctions to be observed by MM and/or the MM Group (in any event also including US sanctions, except to the extent it is not permitted to observe such sanctions pursuant to mandatory provisions under European law), and border closures, in each case also if imposed as a result of an epidemic or pandemic and/or any other event of force majeure (including any direct and indirect consequences of COVID-19), and failure to obtain required official permits; or

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

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

8.1 In this Article 8, Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist or will subsist now or in the future in any part of the world).

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

8.3 MM's documents are made available to the Buyer exclusively for the purpose as set out in the Contract and are therefore confidential and may not be disclosed to any third party without MM's prior written consent. The Buyer undertakes to observe any Intellectual Property Rights to which MM or MM's suppliers may be entitled, including but not limited to industrial property rights, and the Buyer shall be liable for any damages resulting from a noncompliance with this obligation.

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

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



9. Warranty

9.1 Subject to the following provisions set out in this Article 9, MM solely warrants that goods delivered pursuant to a Contract shall comply with all specifications and characteristics expressly agreed in writing at the time when risk passes to the Buyer. MM does not have any warranty obligation with respect to the following ("Warranty Exclusions"): defects caused by improper handling, wear and tear, willful damage, negligence, storage, working conditions or other acts or omissions of the Buyer or of third parties, including but not limited to oral or written instructions of the Buyer, altering or repairing goods without the prior written consent of MM, the defect arising as a result of MM following any drawing, design or specification supplied by the Buyer, goods differing from the specifications and characteristics agreed as a result of changes made to ensure compliance with applicable statutory or regulatory requirements or MM using raw material stipulated or approved by the Buyer. In any dispute pertaining to the existence of one or more of the Warranty Exclusions, the Buyer shall carry the burden of proof to demonstrate the correctness of its position. In case of packaging applications for organoleptically sensitive products, Buyer shall check the suitability of the goods on the basis of the relevant quality criteria before processing. The previous sentence shall not affect section 9.8 of these General Terms of Trade.

9.2 EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN SECTION 9.1, (A) MM DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MM, OR ON MM'S BEHALF, EXCEPT AS PROVIDED IN SECTION 9.1.

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

above provisions of this section 9.3, any quantity deviations which are common in the trade, negligible or technically unavoidable shall not be deemed defects.

9.4 It is expressly acknowledged that MM warrants only those properties, characteristics and specifications of the delivered goods as agreed characteristics and specifications that (i) were specifically agreed in writing at the time the Contract was concluded (and not in any informal correspondence or verbally, in each case both prior to or after the conclusion of the Contract) or (ii) subject to section 9.6 of these General Terms of Trade, are expressly stated in the technical datasheet for the relevant type of board and paper products as amended from time to time. The technical datasheets for the available types of board and paper products are accessible under product search on the website <https://www.mm-boardpaper.com>.

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

9.6 In respect of deliveries of MM Packaging's goods (a list of the relevant companies belonging to MM Packaging at any given time is available at www.mm.group/en/legal-entities/) MM does not provide any warranty for the quality of raw materials needed for production, such as for example board and paper products, printing colors or glue, if the supplier of these raw materials was chosen or approved by the Buyer. Unless otherwise provided by mandatory law, MM is not under any duty to warn, inspect or protect in respect of the designs, punching tools, negatives, plates, rollers, forming machines, digital data, etc. manufactured or used in accordance with the Contract. Any galley proofs, illustrations, texts and bar codes approved by the Buyer or the Buyer's agent shall be binding. The production of the goods in accordance with the aforesaid shall not entitle the Buyer to reject the goods or claim that the goods do not comply with section 9.1.

9.7 Any prolonged storage of the goods may affect the goods in respect of further processing (e.g., reduced runnability). If for any reason attributable to the Buyer the goods cannot be processed further within six months from the delivery or call-off date or the goods are stored for more than six months before further processing, any such impairment affecting the goods shall be deemed to have been accepted by the Buyer under the Contract and MM has no responsibility for the failure of the goods to comply with the warranty set out in Section 9.1.

9.8 The Buyer shall inspect the delivered goods immediately upon receipt as to any defects. Failure to immediately inspect the delivered goods shall preclude any claims the Buyer may otherwise have for breach of warranty under this Article 9. The use by the Buyer of any defective goods following the notification of the defects shall only be permissible upon MM's prior written approval. For claims in connection with defects, the following provisions shall apply:

(a) in case of deviations in quantity (i.e. delivered quantity is larger or smaller than



Contracted quantity) the defects are to be notified by the Buyer to MM immediately, at the latest within seven days after receipt of documents showing the weight or quantity of the delivered goods or after delivery;

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

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

Later notifications of defects/deviations/complaints than as set out above under sub-sections (a). to (c) shall not be accepted by MM and MM shall have no obligations towards the Buyer with regard to such defects/deviations/complaints.

9.9 When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide MM with any documents and materials to support such claim. Any such notification shall be in writing and shall be addressed to MM. If any such notification of a defect is not effected in compliance with this Article 9 (in particular also section 9.8 of these General Terms of Trade), any and all warranty, damage and other claims of the Buyer in connection with the relevant defect shall be excluded.

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

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

9.12 Defects in the delivered goods shall be remedied, at MM's discretion, by improvement or replacement of the item free of charge. In the event that improvement or replacement is either impossible or would involve unreasonably high expenses for MM, the Buyer shall be entitled to a reduction of the purchase price. A reduction of the purchase price shall be deemed agreed only up to a maximum reduction of 30% of the agreed net remuneration; in any other case, unless MM agrees to reduce the price by a higher percentage reflecting the defect in the goods delivered, the Buyer shall be obliged to rescind the Contract. Any claims beyond the aforesaid in this section 9.12 shall be subject to Article 10 of these General Terms of Trade. Any legal presumption to the effect that the goods were defective upon delivery shall not apply.

9.13 Any warranty claims of the Buyer shall become time-barred if not filed in arbitration

pursuant to Section 13.3 prior to the expiration of twelve months after the tendering of delivery of the goods. The duration of a delay in acceptance, if any, shall be counted against, and therefore reduce, the said twelve-months time period.

9.14 The fulfilment of any warranty obligations of MM shall be subject to the Buyer fulfilling any and all of its contractual obligations, in particular its duty to cooperate, if any, and its payment obligations as agreed.

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

10. Limitation of Liability

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with a Contract, including any claim founded in contract, tort (including negligence), misrepresentation, restitution or otherwise.

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

10.3 Any damage claims of the Buyer not relating to warranty claims (which are solely governed by Section 9.13) shall become time-barred if not filed in arbitration pursuant to Section 13.3 prior to the expiration of six months from the time when the Buyer becomes aware of the damage. If this six-months limitation period for damage claims cannot be validly agreed under Delaware law, then such period shall be deemed prolonged to the minimum limitation period permissible under Delaware law.

10.4 WITHOUT PREJUDICE TO THE OTHER LIABILITY LIMITATIONS SET OUT IN THIS ARTICLE 10, ANY LIABILITY OF MM IN RESPECT OF A BREACH OF MATERIAL OBLIGATIONS UNDER A CONTRACT DUE TO SLIGHT NEGLIGENCE SHALL BE LIMITED TO CASES OF FORESEEABLE DAMAGE, EXCEPT FOR CASES OF PERSONAL INJURY AND OTHERWISE TO THE EXTENT NOT PERMITTED BY LAW.

10.5 ANY LIABILITY FOR DAMAGE RESULTING FROM AN ATTACK BY A THIRD PARTY FOR PURPOSES OF SABOTAGE, ACQUIRING INFORMATION AND/OR EXTORTION (IN PARTICULAR CYBER ATTACKS) OR SOFTWARE BUGS CAUSED BY



SOFTWARE FROM A THIRD MANUFACTURER, SHALL BE EXCLUDED TO THE EXTENT PERMITTED BY LAW.

10.6 NOTWITHSTANDING ANY OTHER PROVISIONS OF THE GENERAL TERMS OF TRADE, IN NO EVENT SHALL MM'S AGGREGATE LIABILITY UNDER ANY CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE PRICE PAID TO MM PURSUANT TO SUCH CONTRACT.

10.7 NOTWITHSTANDING SECTION 10.6, IN NO EVENT SHALL MM OR THEIR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF SALES OR BUSINESS, LOSS OF AGREEMENTS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, INCREASED COSTS, LOSS OF OR DAMAGE TO GOODWILL ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.8 WITHOUT PREJUDICE TO THE OTHER LIABILITY LIMITATIONS SET OUT IN THIS ARTICLE 10, WITH RESPECT TO A BREACH OF MATERIAL OBLIGATIONS UNDER THE CONTRACT DUE TO SLIGHT NEGLIGENCE, LIABILITY SHALL BE LIMITED TO CASES OF FORESEEABLE DAMAGE.

11. Product liability

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

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

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

consumers under product liability law also to the goods delivered by MM.

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

11.5 THE BUYER SHALL INDEMNIFY MM IN RESPECT OF ANY LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY MM OWING TO A FAILURE BY THE BUYER TO COMPLY WITH THE ABOVE PROVISIONS IN THIS ARTICLE 11.

11.6 IF THE BUYER OR MM HAVE INDEMNIFIED A THIRD PARTY DUE TO A DEFECTIVE PRODUCT UNDER MANDATORY PROVISIONS OF PRODUCT LIABILITY LAW AND RECOURSE IS SOUGHT, THE BURDEN OF PROOF THAT THE DEFECT IN THE END PRODUCT WAS CAUSED OR PARTLY CAUSED BY A DEFECT IN THE GOODS DELIVERED BY MM, SHALL ALWAYS BE ON THE BUYER. WITHOUT PREJUDICE TO THE LIABILITY LIMITATIONS SET OUT IN ARTICLE 10, IF THE BUYER HAS INDEMNIFIED A THIRD PARTY DUE TO DEFECTIVE GOODS UNDER MANDATORY PROVISIONS OF PRODUCT LIABILITY LAW AND THE BUYER SEEKS RECOURSE FROM MM, THE BURDEN OF PROOF THAT THE DEFECT IN THE GOODS WAS CAUSED OR PARTLY CAUSED BY A DEFECT IN THE GOODS DELIVERED BY MM SHALL ALWAYS BE THE RESPONSIBILITY OF THE BUYER.

12. Waiver

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

13. Governing law, jurisdiction

13.1 The Contract as well as these General Terms of Trade shall be governed by the substantive laws of the State of Delaware, United States at the time of the conclusion of the Contract to the exclusion of its conflict of laws rules..

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

13.3 All disputes arising out of or in connection with this Agreement including disputes as to its validity, breach, termination or nullity, shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator



appointed in accordance with the said Rules. The place of arbitration shall be Dover, Delaware, United States. The language to be used in the arbitral proceedings shall be English. The Parties further agree that the entire arbitration proceedings shall be conducted remotely using secure videoconferencing in which all parties to the arbitration, counsel, witnesses and the arbitrator shall appear remotely for the arbitration proceedings. The remote arbitration proceeding shall utilize appropriate videoconferencing software with sufficient security settings to protect the confidentiality of the arbitration and the ability to share the computer screen so that exhibits, and other documents may be displayed. The Parties further agree that the use of videoconferencing technology shall not serve as a basis for any objection or challenge to the award in any action in a state or federal court of competent jurisdiction.¹⁵ The prevailing Party in any arbitration proceedings shall be entitled to collect from the other Party all costs incurred in such arbitration proceedings, including reasonable attorneys' fees.

The Parties in addition agree that in a mutual effort to expedite the arbitration and limit the cost of dispute resolution, there shall be no discovery, including no depositions, interrogatories, requests for admissions, demands for production or inspection of records, plans, reports, or documents of any kind.

14. Termination

14.1 Either Party may terminate a Contract by written notice sent to the other Party at any time if any of the following events occur with respect to the other Party: (a) if the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (b) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; (c) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-section (a) and (b) above; (d) the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business, or (e) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without limiting its other rights or remedies, MM may suspend provision of goods under a Contract if Buyer becomes subject to any of the events listed in Section 14.1 or MM reasonably believes that Buyer is about to become subject to any of such events.

14.3 In case of termination, Buyer shall

(a) provide for punctual and full payment for all of the goods actually delivered under the Contract prior to the termination;

(b) accept delivery and provide for punctual and full payment for all of the goods subject to pending purchase orders not yet delivered; and

(c) indemnify and hold MM harmless with regard to the costs associated to raw materials required for the goods held by MM in stock at the time of termination, provided such stock in raw materials can be justified from the forecasts of the required quantities of the goods as indicated by the Buyer under the Contract or by separate communication between the parties, even if no pending purchase orders had previously been placed.

14.4 Termination of a Contract shall not affect any provisions of the Contract (including the General Terms of Trade) which expressly or by implication are to continue beyond termination.

14.5 Termination or expiry of a Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of the Contract that existed at or before the date of termination or expiry.

15. Miscellaneous

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

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

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

15.4 Except as otherwise provided in these General Terms of Trade, neither Party may assign a Contract or any of the interests, rights or obligations under a Contract without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15.5 MM may assign and/or subcontract any Contract or parts thereof or any of its interests, rights or obligations under a Contract to any of its affiliates without Buyer's consent.

16. Electronic mailing of documents

16.1 The Buyer agrees that documents relevant to its order (e.g. confirmation of order, delivery note, invoice) shall be sent to the Buyer via e-mail or in another suitable electronic form. All transmissions to



the e-mail address or any other electronic address advised by the Buyer shall be deemed delivered to the Buyer upon mailing.

16.2 If the Buyer places an order via MM Digital, all documents relating to the order are electronically stored in the section “Placed orders, delivery tracking and payables”.

17. Export control and sanctions compliance

17.1 The supply or export of the goods by MM may be subject to sanctions or other applicable export control regulations that could be interpreted by any relevant public authority or court to prohibit or limit the performance of the Contract, or to impose authorization requirements by competent authorities. The assessment of such sanctions or other applicable export control regulations shall be made in MM’s discretion. Any liability of MM when duly exercising such discretion shall be excluded.

17.2 Buyer warrants that it will comply at all times during the continuance of each Contract with the sanctions provisions applicable to the Contract and its performance, in particular with the following provisions:

None of the Buyer and its subsidiaries is, or is owned or controlled by, any Sanctioned Person (meaning any person or entity that is listed on any EU / UK / US / UN sanctions list or any other sanctions list applicable to the Contract and its performance¹ or owned or controlled by such person or entity) (“Sanctioned Person”), and no officer, director nor any employee, agent, representative or affiliate of any such person, is a Sanctioned Person.

The Buyer, its subsidiaries, respective directors and officers and their respective employees and agents (acting on their behalf), are in compliance with EU / UK / US / UN sanctions (meaning any economic or financial sanctions laws, export control laws, or trade embargoes imposed, administered or enforced by the EU and any member state thereof, UK, US or UN or any other sanctions applicable to the Contract and its performance) in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in the Buyer and/or MM and/or any other member of MM Group being designated as a Sanctioned Person.

The Buyer and its subsidiaries will not directly or indirectly provide or otherwise use the goods and services (or funds/payments, if any) provided by MM Group for the benefit of any Sanctioned Person to the extent that this would lead to a violation of any EU / UK / US / UN Sanctions or any other sanctions applicable to the Contract and its performance.

17.3 The Buyer has implemented and maintains policies and procedures designed to ensure compliance by the Buyer and its affiliates, as well as

business partners appointed in connection with the provision of goods and services provided by MM with applicable EU / UK / US / UN Sanctions or any other Sanctions applicable to the Contract and its performance.

17.4 The Buyer will inform MM in writing without undue delay if the Buyer or any of its affiliates becomes a Sanctioned Person or in the case the Buyer or an affiliate has been found to be in violation of EU/ UK / US / UN Sanctions or any other Sanctions applicable to the Contract and its performance. MM Group is entitled to terminate the Contract and any business relationship and cancel any obligations towards the Buyer with immediate effect if the Buyer or any of its subsidiaries becomes a Sanctioned Person or if the Buyer has been found to be in violation of EU / UK / US / UN Sanctions or any other Sanctions applicable to the Contract and its performance.

18. Data privacy and data security

18.1 The Buyer is obliged to comply with all relevant current and future data protection regulations and requirements. The Buyer shall further ensure that its employees and any commissioned third parties undertake to comply with the relevant data protection requirements. MM in this respect shall not be held liable for any failure of the Buyer to comply with relevant data protection regulations and requirements.

18.2 The Buyer shall ensure and be liable that personal data in respect of which the Buyer is deemed to be the entity that determines the purpose and means of processing personal information (in some states referred to as the “controller” may lawfully be transmitted to MM and that there are no indications that the processing by MM, for the foreseeable scope and purpose, is prohibited.

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

18.3 If the Buyer is obliged to process (such as collecting, storing etc) personal data on behalf of MM, the parties shall conclude a data processing agreement that complies with the relevant data protection requirements.

18.4 The Buyer shall guarantee compliance with all data protection principles and in particular ensure that any personal data received from MM and processed by the Buyer are treated with the utmost respect for confidentiality, integrity, security and accuracy.

19. Confidentiality

19.1 Except as otherwise required by law or with the specific prior consent of the other Party, MM and the Buyer shall ensure that and all information, documents,

¹ Including, but not limited to (i) the Consolidated list of persons, groups and entities subject to economic sanctions of the European Union or any such list of EU Member States; (ii) the OFAC list of Specially Designated Nationals and Blocked Persons (SDN list) for the US; (iii) the Consolidated List of Financial Sanctions Targets in the UK; or

(iv) any similar list of Sanctioned Persons as e.g. maintained by the UN, applicable to the business activities of a company of MM Group.



records, data, books of account and other information (whether in oral or written form, electronically stored or otherwise, and whether prepared by or on behalf of a contracting partner, together the “Confidential Information”) is held at all times in confidence and not disclosed to any third party. For the avoidance of doubt, subsidiaries and affiliates or external agents/advisors/consultants of the Parties, which must know confidential information for the purpose of this Agreement or asserting claims, are not considered as a third party in this regard. Each Party shall ensure that its subsidiaries and affiliates or external agents/advisors/consultants to whom it discloses the other Party’s confidential information comply with this Clause.

19.2 Neither Party shall use the other Party’s Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the contract.

19.3 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party’s Confidential Information other than those expressly stated in in a contract or in these general terms are granted to the other Party.

19.4 Buyer shall not be entitled to refer to the business relationship with MM for advertising purposes without prior written approval of MM.



APPENDIX A: Board and paper qualities and applicable tolerances

A.1 Quality features of individual types of board and paper products

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

A.2 Tolerances applicable to order/delivery quantities

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

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

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

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

B.3 Order Types

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

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

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

A.4 Tolerances applicable to numbers of sheets (agreed deviation between number of sheets

actually delivered and details indicated on the pallet label)

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

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

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

A.5 Sample-taking in the case of complaints

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

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

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

Sample-taking in accordance with DIN EN ISO 186.

A.6 Acclimatization of samples and testing conditions

Acclimatization (in accordance with DIN EN 20187) must be performed at 73.4 FE and 50% relative humidity. The testing conditions are 73.4 FE and 50% relative humidity.

APPENDIX B: Packaging Materials price adjustment

Europe

Packaging	Remuneration split	Share of net remuneration	Index or reference*-	Thresh hold
Folding cartons	Raw Materials	40%	RISI index 270g 280g GC 2 and 300g GD 2	5%
	Non Raw Materials	60%	CPI HICP index	N/A
Leaflets (and booklets)	Raw Materials	40%	RISI index UWF offset reels 80g	5%
	Non Raw Materials	60%	CPI HICP index	N/A



Labels	Raw Materials	40%	applicable RISI index	5%
	Non Raw Materials	60%	CPI HICP index	N/A
All other MM Packaging products not explicitly mentioned here	Raw Materials	40%	RISI index 270g GC 2 and 300g GD 2	5%
	Non Raw Materials	60%	CPI HICP index	N/A

*The index applicable at MM’s corporate location shall apply. If the respective index is not available at MM’s corporate location, the index applicable for Germany shall apply.

North America

Packaging	Remuneration split	Share of net remuneration	Index or reference*-	Threshold
Folding cartons	Raw Materials	40%	RISI index Solid Bleached Sulfate 16 pt folding cartons C1S Series B	5%
	Non Raw Materials	60%	CPI index US Bureau of Labour statistics	5%
Leaflets (and booklets)	Raw Materials	40%	RISI index 50lb offset 92 bright	5%
	Non Raw Materials	60%	CPI index US Bureau of Labour statistics	5%
Labels	Raw Materials	40%	applicable	5%

			RISI index	
	Non Raw Materials	60%	CPI index US Bureau of Labour statistics	5%
All other MM Packaging products not explicitly mentioned here	Raw Materials	40%	RISI index Solid Bleached Sulfate 16 pt folding cartons C1S Series B	5%
	Non Raw Materials	60%	CPI index US Bureau of Labour statistics	5%

*The index applicable at MM’s corporate location shall apply.

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