



General Terms and Conditions of Purchase

of Jung Papier GmbH

1 SCOPE OF THESE GENERAL TERMS AND CONDITIONS OF PURCHASE

- 1.1 These General Terms and Conditions of Purchase ("**GTC-Purchase**") apply to any contract Jung Papier GmbH, Kappeler Straße 51, 40597 Düsseldorf, Germany ("**Jung Papier**") enters into with a trader ("**Supplier**") that concerns the delivery of goods or the provision of services or works by the Supplier to Jung Papier ("**Contract**"). They also apply to all future orders and contracts between Jung Papier and the Supplier, even if they are not explicitly referred to again.
- 1.2 General terms and conditions of the Supplier or third parties do not apply, even in case that Jung Papier does not explicitly object to them explicitly. This also applies if Jung Papier refers to an offer or other letter which contains or refers to general terms and conditions of the Supplier or a third party.
- 1.3 Negotiated or other expressly agreed terms (including side agreements, supplements and amendments) shall always take precedence over these GTC-Purchase. A contract in text form or a confirmation in text form shall be authoritative for the content of such agreements unless a deviating content can be demonstrated.
- 1.4 If terms of delivery are agreed through a reference to Incoterms® of the International Chamber of Commerce (ICC), expressly agreed terms and these GTC-Purchase shall take precedence over the provisions of Incoterms®.

2 ORDERS; CHANGES

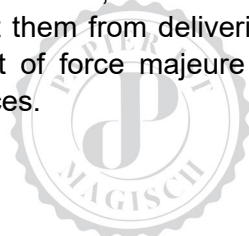
- 2.1 If orders or other contract offers from Jung Papier do not include an express expiry date, Jung Papier is bound for one week from the date of the offer. Jung Papier's receipt of the acceptance shall control whether the Supplier's acceptance was in good time.
- 2.2 The Supplier is required to point out obvious errors (e. g., spelling and calculation errors) and gaps in the offer including the order documents to Jung Papier so that Jung Papier can correct or complete the offer before Supplier's acceptance.
- 2.3 Jung Papier is entitled to require changes to the time and place of performance as well as the type of packaging by notifying the Supplier in text form with a notice period of at least five working days prior to the agreed delivery date. The same applies to changes in product specifications, provided these can be implemented within the Supplier's normal production process without significant additional effort, with a notice period of at



least ten working days prior to the agreed delivery date. The Supplier shall agree to such changes in good faith insofar as they can be implemented without significant additional expense and are reasonable for the Supplier. Otherwise, the Supplier shall, insofar as this is possible and reasonable, submit an offer for a corresponding amendment to the contract with an appropriate adjustment of the remuneration or delivery dates.

3 DELIVERY

- 3.1 Agreed delivery dates and deadlines are binding unless they are expressly designated as non-binding in the contract.
- 3.2 Partial deliveries are strictly inadmissible unless Jung Papier has expressly agreed to them, or they are reasonable for Jung Papier.
- 3.3 The receipt of the goods at the agreed destination shall be decisive for compliance with the delivery date or delivery period. If Jung Papier is responsible for picking up the goods (e. g., EXW or FCA Incoterms® 2020), the Supplier shall place the goods at disposal in good time, taking into account the time for loading and dispatch to be agreed with the carrier. If the Supplier is responsible for posting or handover to a carrier (e. g., CPT or CIP Incoterms® 2020), the Supplier shall dispatch the goods in good time.
- 3.4 The risk shall only pass to Jung Papier when the goods are handed over at the agreed destination, even in case the goods are shipped. Up to this point in time, the Supplier bears all risk. Insofar as acceptance is provided for by law or expressly agreed, this is decisive for the transfer of risk.
- 3.5 The transfer of title of the goods will not be subject to a condition precedent and does not, in particular, depend on the payment of the remuneration. If, however, Jung Papier elects to accept an offer of the Supplier for a transfer of title made under the condition precedent that the purchase price is paid, such retention of title will expire at the latest upon payment of the remuneration for the goods concerned. Jung Papier is authorised to resell the goods in the ordinary course of business even before payment of the purchase price to Supplier, provided that any assignment of the claims arising from such resale to the Supplier shall be valid. In the event that the goods are combined with other goods, processed, or mixed with other goods, the statutory provisions shall apply.
- 3.6 If agreed deadlines are not met, the rights of Jung Papier, in particular to rescind the contract and claim damages, shall be determined in accordance with the statutory provisions.
- 3.7 The Supplier shall notify Jung Papier without delay if they become aware of circumstances (such as, in particular, difficulties with regard to the supply of raw materials) which could prevent them from delivering on time or in the agreed quality. This also applies in the event of force majeure or if the Supplier is otherwise not responsible for the circumstances.





4 ONTRACTS FOR CONTINUOUS SUPPLY, WORK AND SERVICES

- 4.1 Jung Papier may terminate contracts for a continuous supply (e.g., framework supply agreements or service agreements) and contracts for work and services in whole or in part at any time, unless otherwise agreed. The termination of a framework agreement does not affect individual agreements already concluded under it.
- 4.2 In the event of termination of a contract for work and services, the Supplier shall only be entitled to remuneration in accordance with the statutory provisions.
- 4.3 The right of both parties to terminate the contract for good cause and the right of Jung Papier to claim damages for non-performance shall remain unaffected.

5 PACKAGING

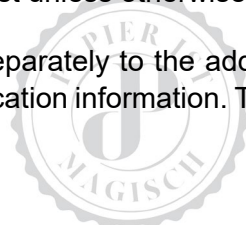
- 5.1 Unless otherwise agreed, the Supplier shall pack goods at its own expense in packaging suitable for the goods and for shipping.
- 5.2 If goods are delivered shipments by truck or other road vehicles (except for shipments via parcel post), the Supplier shall ensure that Jung Papier is given the opportunity to return present empty packaging with the corresponding vehicle at the Supplier's expense. In this respect, the Supplier undertakes to take back the empty packaging.

6 SPARE PARTS AND CONSUMABLES

- 6.1 The Supplier shall ensure that spare parts and consumables for goods delivered to Jung Papier are available at reasonable prices for a period of time that is reasonable under the circumstances, if and to the extent that this is required in good faith.
- 6.2 If the Supplier intends to discontinue the supply of spare parts and consumables for goods delivered to Jung Papier, they will notify Jung Papier immediately.

7 REMUNERATION

- 7.1 Unless otherwise agreed, the prices stated in the orders are binding. In case of doubt, all prices are to be understood as net prices excluding any statutory value added tax that may be incurred.
- 7.2 Unless otherwise agreed, the price includes delivery and transport to the shipping address stated in the contract, including packaging. If it has been agreed that packaging is not included in the price, packaging that is not provided on loan shall be charged at demonstrable cost unless otherwise agreed.
- 7.3 The invoice shall be sent separately to the address stated in the order, include the order number and other allocation information. The invoice must not be enclosed with





the goods. Value added tax shall be shown in accordance with the statutory provisions.

- 7.4 Jung Papier shall be in default at the earliest 30 days after receipt of the invoice. The receipt of Jung Papier's credit transfer order by the bank is decisive for the timeliness of payments.
- 7.5 There will be remuneration or compensation for site visits or for the preparation of offers, cost estimates, etc. unless otherwise agreed.

8 WARRANTY CLAIMS

- 8.1 In case of a lack of conformity, Jung Papier shall be entitled to the statutory claims without restriction. In particular, Jung Papier has the right to choose whether the goods are brought into conformity by a repair or replacement. The Supplier can only refuse the remedy chosen by Jung Papier in accordance with the statutory provisions.
- 8.2 In case of a sale subject to commercial law (*Handelskauf*), the obligation to examine the goods and give notice shall be limited to a lack of conformity which can become apparent during an outer inspection of incoming goods including an inspection of the delivery documents (e.g., transport damages, wrong deliveries and significant short deliveries) or which are identifiable during a quality control in the ordinary course of business using random samples. The obligation to give notice of defects that become apparent at a later point in time remains unaffected. Notification to the Supplier shall be deemed to have been made in good time if it is sent in text form within ten working days from delivery or from discovery of the lack of conformity.
- 8.3 Insofar as acceptance is provided for by law or expressly agreed, such acceptance by Jung Papier does not imply a waiver of warranty claims for any lack of conformity not already known to Jung Papier. Use of the goods or any processing of the goods is not deemed to constitute acceptance. Jung Papier's approval of samples or specimens does not constitute a waiver of warranty claims.
- 8.4 The warranty period for lack of conformity shall be 36 months. Notwithstanding the foregoing, if the lack of conformity results from a right *in rem* of a third party on the basis of which they are entitled to reclaim the goods, or from another right that is registered in the land register, the statutory warranty period of 30 years shall apply; and in the case of lack of conformity of a building or goods that has been used for a building in accordance with its customary use and has resulted in a lack of conformity of the building, the statutory warranty period of five years shall apply.
- 8.5 The Supplier hereby assigns to Jung Papier all warranty claims as well as claims for remedies and damages against the Supplier's upstream suppliers, insofar as these relate to the goods delivered to Jung Papier, as collateral for Jung Papier's warranty claims. Jung Papier hereby accepts such assignment. Until revoked by Jung Papier, the Supplier shall remain entitled to assert the warranty claims against upstream suppliers in its own name. Jung Papier shall only disclose the assignment to the



upstream suppliers and revoke the Supplier's authorisation if the Supplier is in default with the performance of the secured claims.

9 PRODUCT LIABILITY

- 9.1 The Supplier shall indemnify Jung Papier against all product-liability claims raised by third parties under the law of torts or specific product-liability laws resulting from a defect in delivered goods. Such indemnification does not apply if the Supplier is not responsible for a breach of duty; statutory provisions concerning the rights of contribution or recourse remain unaffected.
- 9.2 If a recall becomes necessary due to a defect in delivered goods, the Supplier shall notify Jung Papier immediately. The Supplier will cooperate with Jung Papier for the purpose of an efficient implementation of the recall, unless this not impossible due to urgency. For the costs of the recall, clause 9.1 shall apply accordingly.
- 9.3 The Supplier will maintain product liability insurance appropriate to the risk.

10 INTELLECTUAL PROPERTY RIGHTS; RIGHTS TO SPECIFICATIONS

- 10.1 Delivered goods are only in conformity with the contract if the intended use does not infringe German, European and foreign intellectual property rights of third parties. Intended use is the contractually agreed use or the use implied under the contract, or if the contract is silent the common use. The Supplier shall indemnify Jung Papier against all claims of third parties resulting from an infringement of intellectual property rights of third parties by the intended use of the delivered goods and/or the use of services of the Supplier by Jung Papier. This does not apply if the Supplier is not responsible for a breach of duty. Further remedies of Jung Papier remain unaffected.
- 10.2 Unless otherwise agreed, the Supplier grants Jung Papier an exclusive, unlimited in time and space, irrevocable, royalty-free, and transferable as well as sub-licensable (both without separate consent) right of use to all work products created for Jung Papier within the context of a contract for services or works. This also applies to components of work results that were not specifically created for Jung Papier except that insofar, the right of use is non-exclusive.
- 10.3 All specifications, plans, drawings, process descriptions, samples or designs/drafts/constructions provided to the Supplier by Jung Papier in conjunction with the contract shall remain the property of Jung Papier. All information derived therefrom and otherwise communicated in conjunction with the performance of the contract shall be treated in strict confidence and shall not be published or disclosed to third parties or otherwise used without the written consent of Jung Papier, unless this is necessary for the purpose of the performance of the contract. All specifications, plans, sketches, information on the work process, samples or designs which Jung Papier has provided (as well as all copies thereof) must be returned to Jung Papier or destroyed immediately upon Jung Papier's request. This does not apply to



knowledge, documents or information which are already public knowledge or were already known to the Supplier before being provided by Jung Papier.

11 ENVIRONMENT

- 11.1 Wood fibres (in particular fibrous materials) which the Supplier delivers to Jung Papier for paper production are only in conformity with the contract if they have been obtained and delivered using sustainable processes. If wood fibres are supplied which are not in conformity with the contract according to sentence 1, in particular wood fibres from old tree populations or from rain forests, Jung Papier shall be entitled to remedies for lack of conformance. The Supplier must inform Jung Papier immediately if he becomes aware that the wood fibres supplied are not in conformity in accordance with sentence 1.
- 11.2 The Supplier further warrants that all materials and work processes serving the supply of Jung Papier comply with all applicable legal requirements regarding environmental protection and with the state of the art in science and technology. This also applies to legal requirements with regard to environmental protection outside of Germany insofar as such country of destination for the delivered goods or products manufactured from them by Jung Papier was specified in the order or has otherwise become part of the contract.

12 DANGEROUS GOODS

- 12.1 The Supplier will take into account all applicable legal requirements with regard to the packaging, labelling and transport of dangerous goods. This also applies to applicable and international legal requirements outside of Germany, insofar as such country of destination for the delivered goods or products manufactured from them by Jung Papier has been specified in the order or has otherwise become part of the contract.
- 12.2 In particular, the Supplier shall label dangerous goods with the appropriate symbols known internationally and legally mandated, and with the name of the material in the languages specified in the order or otherwise agreed. If no language but a destination country has been agreed, English and the language or languages of the destination country shall apply.
- 12.3 Furthermore, all transport and other documents must contain the description of the risk and the exact name of the material. Emergency information shall be included in the documents required under clause 12.2 in the form of written instructions, labels or markings.





13 NO USE OF JUNG PAPIER'S NAME

The Supplier may not refer to the business relationship with Jung Papier in advertising materials, brochures, at trade fairs etc. or display goods manufactured for Jung Papier without the prior consent of Jung Papier in text form.

14 FORM OF DECLARATIONS AND ADVERTISEMENTS

- 14.1 Declarations and notifications by the Supplier with regard to the contract that have a legal relevance (e.g., establishing of deadlines, reminders, withdrawal) must be made in writing or text form (e.g., letter, email, fax).
- 14.2 If a party is to be notified without undue delay in accordance with these GTC-Purchase, then, notwithstanding clause 14.1, the notification shall also be made orally (over the phone) or in any other form if this is necessary to avoid undue delay. In this case, the notification shall be confirmed in writing or text form within a reasonable period of time.
- 14.3 Statutory requirements regarding the form of declarations and notifications as well as the right to require further documentation, in particular in case there is doubt regarding the authority of the person making declarations and notifications, shall also be unaffected.

15 SET-OFF; RETENTION; ASSIGNMENT

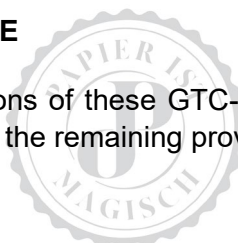
- 15.1 Jung Papier is entitled to a set-off and retention as well as the exception of non-performance to the statutory extent. The Supplier is entitled to a set-off or retention only on the basis of counterclaims that are undisputed, ready for a decision by a court or established by a final decision of a court.
- 15.2 The Supplier cannot assign claims against Jung Papier to third parties without the prior consent of Jung Papier in text form, which the latter will not unreasonably withhold. This does not apply to payment claims; in the event of an assignment of payment claims to third parties, however, Jung Papier shall remain entitled to effect payment to the Supplier with discharging effect.

16 WAIVER

Any waiver or failure to assert any claim or right of Jung Papier shall not be construed as a waiver of any further or future rights.

17 SEVERABILITY CLAUSE

- 17.1 Should one or more provisions of these GTC-Purchase be or become invalid, this shall not affect the validity of the remaining provisions, or the contracts concluded.





17.2 Instead of the invalid provisions, the statutory provisions shall apply.

18 CHOICE OF LAW; JURISDICTION

18.1 The contracts concluded between the Supplier and Jung Papier are subject to the substantive law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.2 The place of jurisdiction (also international) for all disputes arising from or in connection with the contract is Düsseldorf, provided the Supplier is a merchant, a legal entity under public law or a special fund under public law. The same applies if the Supplier has no general place of jurisdiction in Germany; in this case, however, Jung Papier remains entitled to bring an action before the courts of the Supplier's country of domicile.

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