



General Terms of Trade (as of 29 September 2021)

## 1 General

1.1 In the following, the term "Seller" shall mean the respective cardboard manufacturer, namely MM Frohnleiten GmbH, MM Neuss GmbH, KolicevoKarton Proizvodnja kartona, d.o.o. or Mayr-Melnhof Gernsbach GmbH as a member of the Mayr-Melnhof Karton AG Group as well as MM BOARD & PAPER GmbH (MMBP), whose details are included in Appendix A, and the term "Buyer" shall mean the person or legal entity with whom the Seller enters into a business relationship. The Buyer warrants that it is an entrepreneur. These General Terms of Trade shall apply to any contract concluded between the Seller and the Buyer (hereinafter referred to as "Contract"), also in the form of e-commerce transactions through orders placed by the Buyer via the Seller's platform "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 ordering goods from the Seller, the Buyer is deemed to have accepted these General Terms of Trade. The terms and conditions set out hereinbelow shall also apply if the Buyer has communicated or communicates its own, differing general terms and conditions or if these are printed on documents issued by the Buyer, including in particular order forms. 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 2010) shall apply only upon explicit written agreement respectively explicit agreement via MM digital by the Seller and to the extent expressly set out therein.

1.2 Any offers issued by the Seller shall not be binding.

1.3 If the Buyer chooses to reserve goods on the Seller's platform MM digital, such reservations are only valid for the time specified in the individual reservation notice issued to the Buyer. If the Buyer fails to place an order for the reservation within such time, the reservation shall be deemed automatically cancelled and the Seller shall no longer be bound by any such reservation.

1.4 Orders, as well as modifications to confirmed orders by the Buyer or any oral agreements shall be deemed accepted and binding only upon written confirmation by the Seller through its authorised representatives or respectively explicit agreement via MM digital. Any correspondence merely confirming receipt of an order (such as, but not limited to, automatically generated electronic confirmation-of-receipt emails in case of transactions via the Seller's platform MM digital) does not amount to confirmation of the order itself. Failure to reply by the Seller shall not be deemed tacit approval. With regard to the specific technical steps required for placing an order via the Seller's platform MM digital, please refer to and follow the instructions displayed in the platform MM digital, respectively its individual purchase-flow pages. Any additional corresponding information obligations are hereby expressly excluded. In the event that the terms contained in a confirmation of order by the Seller differ from those contained in the Buyer's order, the terms set out in the Seller's confirmation shall be deemed accepted by the Buyer unless the Buyer objects to such terms within 24 hours. The Seller shall not accept liability for, or be subject to any duty of inspection in respect of, any errors in the confirmation of order, unless notified thereof forthwith by the Buyer on receipt of the confirmation of order or at the latest within 24 hours from such receipt.

1.5 If the Buyer wishes to unilaterally cancel or modify the Contract after the free for production order confirmation has been issued but prior to production the Buyer shall be required to obtain the Seller's approval and shall, provided such approval is granted by Seller, in any case be liable to pay a cancellation charge equalling 30% of the cancelled contract value, which the parties acknowledge is a genuine pre-estimate of the Seller's loss, and, in case of modification, any additional costs resulting from the modification of the Contract. The aforesaid shall not affect any further damage claims of Seller.

1.6 The languages to be used in Contracts, orders and complaints shall be German, English, French, Spanish, Italian, Dutch and Slovenian.

## 2 Delivery and Passing of Risk

2.1 The terms of delivery or delivery dates indicated by the Seller shall be ex works and shall, subject to what is stated hereinafter, only become binding after the free for production 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 are for information purpose only and are not binding on the Seller.

2.2 In the case of call off orders the ordered goods shall be ready for despatch on the confirmed delivery date (date communicated to the Buyer on the free for production 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 the Seller shall have the right, in addition to its rights under section 6, to demand acceptance of delivery of the ordered and manufactured goods 30 days after the expiry of the delivery date at the latest. If Buyer fails to accept delivery of ordered goods on the delivery date, Buyer shall be liable for all costs incurred by Seller in handling, transporting, storing and insuring such ordered goods.

2.3 In the event of non-compliance with the delivery date by the Seller, the Buyer shall expressly grant a reasonable period of grace dependent on the Seller's order situation at the time. If such a period of grace expires without the delivery being made or if the Seller 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 the Seller's notification. In the case of framework agreements or multi-delivery contracts the right to terminate shall only apply to the relevant individual delivery in delay. To the utmost extent permissible by law, the Seller shall not be liable for any damage, in particular not for lost profit or any indirect damage, resulting from non-compliance with the delivery date. In the event the Seller is unable to supply its customers due to a shutdown of production capacities for a period of not less than 14 working days, the parties agree that for the duration of the shutdown this shall not constitute a delay due to fault.

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

2.5 Unless explicitly agreed otherwise in writing, the Seller shall be entitled to assign any Contract to any other production site that is a member of the Mayr-Melnhof Karton AG 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 the Seller and the Buyer. If the Buyer fails to provide the Seller with detailed specifications regarding the contracted goods in due time, the Seller shall not be obliged to comply with the indicated delivery date. The Seller 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 shall apply mutatis mutandis.

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

2.8 Unless explicitly agreed otherwise in writing (in particular by way of INCOTERMS), the Seller'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 the Seller, upon the Buyer's request, despatches the goods to any other place than the place of performance, all risks and hazards shall pass to the Buyer upon the Seller 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, the Seller reserves the right to choose the shipping agent for carriage-free deliveries.

## 3 Prices

3.1 Any and all prices shall be in Euro 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 The Seller and the Buyer agree that not all of the goods which are subject to this Contract are made to stock by the Seller. 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 and could not be taken into account in the calculation of prices relevant at the time the Contract was concluded.

If, therefore, after the conclusion of the Contract but prior to the agreed delivery any significant change in the cost of raw materials, energy, transport or other direct costs should occur and such change exceeds 10% in any individual case or in the aggregate compared to the relevant calculation of prices, the Seller shall have the right to increase the price charged to the Buyer for the relevant goods by an amount corresponding to the change in the said cost factors, and the Buyer shall be obliged to pay the increased price.

The parties mutually agree that in the event any such change in the said cost factors exceeds 20% in any individual case or in the aggregate this shall constitute a change so substantial compared to the costs applicable to, or foreseeable for, the said cost factors at the time of the conclusion of the Contract that adherence to the present Contract shall be deemed unreasonable. In such a case either party shall have the right to terminate the present Contract as soon as the substantial change in respect of one or more of the said cost factors becomes known. The provisions in section 1.5 shall apply mutatis mutandis in case of termination by the Buyer.

33 Unless agreed otherwise in writing by the Seller (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 on the basis of 30 days net. Any additional ancillary costs shall be borne by the Buyer.

34 In case prices are agreed with the Buyer in a currency other than Euro, and this currency devaluates by 5% or more versus the Euro after the conclusion of the Contract compared to the date of conclusion of the Contract, the Seller shall be entitled to set a new price increased accordingly by such amount of devaluation and to invoice such higher price, provided that the Buyer is notified thereof at the latest 10 days before the invoice for such increased amount is issued.

35 Unless agreed otherwise in the confirmation of order or elsewhere, the price list of the Seller valid at the time of confirmation of order, including the upcharges and discounts set out therein, shall apply. The display of the price on the price list or as specified in the Seller's platform MM digital is not binding upon the Seller and in any event subject to adjustment by the Seller based on obvious errors.

36 The Buyer shall be obliged to accept deviations of the invoiced price compared to the price on the order confirmation due to service charges under the Contract such as e.g. storage fees or upcharges or discounts on delivered quantity.

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

#### 4 Terms of Payment

41 The Buyer shall have a right to set-off only in respect of counterclaims that are undisputed or have been upheld and declared unappealable. In all other cases, and unless agreed otherwise in writing or respectively explicit agreement via MM digital, payments shall be made without deductions within 30 days of the invoice date. Notwithstanding the provisions in section 2.8 the place of performance for payments shall be the Seller's corporate location. Payments by bill of exchange or cheque as well as deductions for discounts shall be accepted by the Seller only if explicitly agreed in the invoice. Money orders, bills of exchange or cheques are not accepted in lieu of performance of the payment but only subject to being honoured. If a payment is made by money order, bill of exchange or cheque the payment shall be deemed to have been performed only as per the value date applicable to the relevant credit entry. Any bank charges shall be payable by the Buyer. The Seller shall not be liable for presentation to be made in due time.

42 Default interest shall be payable on overdue amounts at the rate of 1000 basis points above the 3-months-EURIBOR rate for the invoiced currency p.a. The Seller shall further be entitled to the reimbursement of any costs incurred in connection with reminders, collection, inquiries and investigations as well as legal counsel.

43 If payments are outstanding for deliveries in respect of which title has been transferred, any payments received shall be appropriated first to such outstanding claims and only after full settlement thereof to claims regarding deliveries still subject to retention of title. Any partial payment by the Buyer shall be appropriated first to accrued costs and other incidental charges (e.g. default interest, reminder charges) and only after settlement thereof to outstanding claims out of deliveries. Any other designation of payment indicated by the Buyer shall be invalid.

44 If the Buyer's financial situation has significantly deteriorated or the credit insurance company either cancels or reduces the limit granted in respect to the Buyer after the date of confirmation of an order, the Seller shall have the right notwithstanding any respite granted or bills of exchange or cheques 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 the Seller prior to delivery. If the Buyer fails to comply with such a request for concurrent performance the Seller shall have the right to terminate the Contract after granting a reasonable period of grace; in such a case the provisions in section 1.5 shall apply mutatis mutandis for the price originally agreed upon and Buyer shall be obliged to provide for payment of the cancellation charge as set out therein above.

45 The granting of an annual bonus, if any, by the Seller shall be subject to the prior settlement of all outstanding claims by the Buyer.

46 If permissible by law, the Seller shall be entitled to early terminate the Contract for cause and to request that the Buyer settles any outstanding payments if the Buyer or a third party file for the insolvency of the Buyer or if the Buyer is generally unable to settle payments or – according to its balance-sheet – overindebted or suffers any similar or analogous procedures under the applicable laws of any country.

#### 5 Retention of Title

51 Until the purchase price plus any default interest and expenses incurred in connection with reminders and collecting of monies as well as other costs have been paid in full, the delivered goods shall remain the property of the Seller. The Buyer shall be obliged to provide for adequate insurance coverage for the goods subject to retention of title. The Buyer shall not be entitled to pledge, or otherwise assign as a security, the goods subject to retention of title.

52 The Buyer shall be entitled to process and resell goods subject to retention of title in the ordinary course of its business, provided that the Buyer is not in default of payment. In case the Buyer processes goods of the Seller which are subject to retention of title so as to create a new product, then Buyer shall effect such processing on behalf of the Seller. If the Buyer processes goods of Seller which are subject to retention of title together with other, third party goods, then Seller shall acquire joint ownership in such new products in proportion to the value of the goods subject to retention of title.

53 The Buyer herewith assigns to the Seller as a collateral the Buyer's claims against third parties that arise from the resale of goods subject to retention of title (extended retention of title). The Seller accepts such assignment. In respect of goods subject to retention of title that are processed together with other goods the Buyer assigns to the Seller the claims arising from the resale of the new products in an amount corresponding to the invoice value of the goods subject to retention of title. The Buyer is authorized to collect these claims. The Seller has the right to limit or revoke the Buyer's authorization to collect such claims for justified reasons, in particular if the Buyer is in default of payment.

Upon the Buyer's request the Seller shall release the claims assigned as collateral to the extent the Seller's interest in the provision of security ceases to apply. Such interest shall cease to apply insofar as the realisable value of the claims not only temporarily exceeds the cover limit of 110% 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 realisable value.

54 The Buyer shall be obliged to make book entries stating the retention of title and assignment of claims as security and to immediately notify the Seller of any third-party seizures (in particular attachments) of goods to which title has been retained or of assigned claims. Likewise any assignment of claims of the Buyer to the Seller shall be effected and documented in the form required pursuant to the applicable legal provisions (e.g. book entries), shall be evidenced to the Seller and shall upon the Seller's request be disclosed to the Buyer's contract partner not later than in the course of invoicing to the same. The Seller shall have the right to request that the Buyer notifies the Seller of the assigned claims and the respective debtors, makes available to the Seller all details required for collection as well as the relevant documents, and informs the debtors about the assignment.

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



## 6 Default by the Buyer

61 In the event of a delay in, or refusal of, acceptance of delivery continuing for more than 14 days, the Seller 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.

62 Should the Buyer be in default in making any payment due under the Contract, the Seller shall have the right upon giving 14 days' prior written notice to the Buyer to withhold any further deliveries until such payment has been received by the Seller. In the event of a default in payment by the Buyer under the Contract the Seller shall further be entitled, after having granted a reasonable period of grace, to terminate the Contract and to request that the Buyer shall settle any outstanding payments, even if they are not yet due or if a respite has been granted. In such a case, agreed discounts shall become void, and the Seller shall be entitled to claim the full invoiced amount without deductions.

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

## 7 Force Majeure

71 Upon the occurrence of an event of force majeure, the Seller shall be entitled to extend the term of delivery by the duration of the respective event plus a reasonable period for recommencement of operations, or to terminate the Contract in part or in full, whereby any claims of the Buyer (in particular damage claims) shall be excluded.

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

- 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 the Seller; or
- b. forces of nature, acts of war, riots, revolts, revolution, terrorism, sabotage, arson, fire, natural disasters, failure to obtain required official permits; or
- c. late delivery or non-delivery by the Seller'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 the Seller at the time the Contract was concluded, or for any other reason not attributable to the Seller.

## 8 Intellectual Property, Third-Party Rights, Legal Requirements, Confidentiality

81 The Buyer shall indemnify and hold harmless the Seller, upon the Seller's first demand, from and against any damage resulting from alleged or actual claims by third parties in connection with the fulfilment of the Buyer's orders if the fulfilment of such orders pursuant to the specifications given or supplied by the Buyer to the Seller infringes rights of third parties, such as e.g. intellectual property rights.

82 Seller'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 the Seller's written consent. The Buyer undertakes to observe any intellectual property rights to which the Seller or the Seller's suppliers may be entitled, and shall be liable for any damage resulting from non-compliance with such obligation.

83 Based upon pre-existing intellectual property rights or know-how of Seller, Seller will have sole ownership of all right, title and interest in and to any and all derivative industrial property rights and know-how generated or developed by Seller or in collaboration with the Buyer during the course of fulfilment of the Contract.

## 9 Warranty

91 Subject to the following provisions, the Seller solely warrants that goods delivered pursuant to a Contract shall comply with all properties and characteristics expressly agreed in writing at the time when risk passes to the Buyer (in particular the Buyer specification). The Seller does not undertake any warranty in respect of defects caused by, improper handling, wear and tear, storage or other acts or omissions of the Buyer or of third parties; nor does the Seller undertake

any warranty concerning the use or fitness of the goods for any particular purpose unless expressly agreed in writing. In case of packaging applications for organoleptically sensitive products, Buyer shall check the suitability of the goods before processing.

Except as set out above, Seller does not make any representations or warranties of any kind, whether implied by law or otherwise.

92 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 the goods delivered by the Seller to the Buyer do not exceed the respective tolerances set out in Appendix B hereto and if the delivered goods correspond to the agreed specifications or, in the absence of any such agreement, to the international carton board industry standards. The quantity in respect of any delivery 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 aforesaid, any quantity deviations which are common in the trade, negligible or technically unavoidable shall not be deemed defects.

93 It is expressly acknowledged that the Seller warrants only those properties, characteristics and specifications of the delivered goods as agreed properties, characteristics and specifications that (i) were 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 such time of conclusion of the Contract) or (ii) are expressly included in the technical data sheet for the respective cartonboard type as may be amended from time to time. The technical data sheets are accessible at the section product search on the website [www.mm-boardpaper.com](http://www.mm-boardpaper.com).

94 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.

95 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 under representations and warranties. The use by the Buyer of any defective goods following the notification of the defects shall only be permissible upon the Seller'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 the Seller forthwith, at the latest within seven days after receipt of documents showing the weight or quantity of the delivered goods and/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 the Seller forthwith, at the latest 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 the Seller forthwith on detection, however, in any event within six months after delivery.

Later notifications of defects/complaints than as set out above under items a. to c. shall not be accepted and preclude any claims under representations and warranties.

96 When notifying a defect, the Buyer shall identify the goods clearly and include a list giving details of each defect claimed and provide the Seller with any documents and materials to support such claim. Any such notification shall be in writing and shall be addressed to the Seller. If any such notification of defect is not effected in compliance with the above provisions (in particular also section 9.5 above), any and all warranty, damage and other claims of the Buyer shall be excluded.

97 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.

98 If it is suspected that the damage occurred during transport, the Buyer is further obliged to notify the forwarding agent (carrier) forthwith, however, in any case within the deadline provided in the forwarding contract.



99 Defects in the delivered goods shall be remedied, in the Seller's discretion, by improvement or replacement of the item free of charge. In the event that rectification or replacement is either impossible or would involve unreasonably high expenses for the Seller, the Buyer shall be entitled to a reduction of the price. Any claims in addition thereto, such as in particular claims for cancellation of the Contract, claims for damages including lost profits or claims for substitute performance, shall be excluded to the utmost extent permitted by law. Any legal presumption to the effect that the goods were defective upon delivery if a defect is detected within the first six months from delivery, shall be excluded.

9.10 Any warranty claims of the Buyer shall become statute- barred six months after the passing of risk (and shall therefore be deemed excluded if not asserted by filing a claim with the competent court prior to expiry of such period), unless any such warranty claims have already been excluded pursuant to section 9.5 above. If this warranty period of six months is not valid under the applicable laws, then the warranty period shall be deemed prolonged to the minimum warranty period permissible under such applicable laws. The duration of a delay in acceptance, if any, shall be counted against, and therefore reduce, the said warranty period.

9.11 The fulfilment of any warranty obligations of the Seller shall be subject to the Buyer fulfilling any and all of its contractual obligations, in particular its payment obligations as agreed.

## 10 Liability

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

10.2 Any damage claims of the Buyer shall become statute-barred within six months of the Buyer becoming aware of the damage (and shall therefore be deemed excluded if not asserted by filing a claim with the competent court prior to expiry of such period). If this six- months limitation period for damage claims is not valid under the applicable laws, then such period shall be deemed prolonged to the minimum limitation period permissible under such applicable laws.

10.3 Any liability of the Seller for slight negligence shall be excluded, except for cases of personal injury and otherwise to the extent not permissible by law.

10.4 The amount of any damage claims justified on the merits pursuant to mandatory legal provisions and/or pursuant to the Contract and these General Terms of Trade shall, to the extent permissible by law, be limited to the purchase price of the respective delivery. Any liability for lost profits, loss of revenue, production or operating losses, down time, lost sales or contracts, contractual damages or penalties to third parties, indirect damages or consequential damages caused by a defect as well as in general for unforeseeable damage shall be excluded to the maximum extent permissible by law. If any of the above limitation is found to be invalid, Seller's liability shall be determined at the minimum level under mandatory applicable law.

## 11 Product Liability

11.1 The Buyer shall be obliged to use the goods manufactured, imported or brought into commercial use by the Seller 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 the Seller's products shall be deemed agreed only if explicitly confirmed in writing. The Seller shall not be liable for any damage due to the faulty construction of a product of which goods delivered by the Seller 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 the Seller 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 the Seller.

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 the Seller

forthwith of any defects of the goods delivered by the Seller detected thereby.

11.5 The Buyer shall indemnify the Seller for any liabilities, losses, damages, costs and expenses incurred by the Seller owing to a failure by the Buyer to comply with the above provisions.

11.6 If the Buyer or the Seller 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 the Seller, shall always be on the Buyer. Claims for recourse by the Buyer against the Seller shall furthermore be deemed excluded, except for cases of intent and gross negligence attributable to the Seller.

## 12 Waiver

Any failure by the Seller to exercise or enforce its rights hereunder 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 national law of the country where the Seller has its corporate location as amended at the time of the conclusion of the Contract.

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 Any and all disputes arising out of or in connection with any Contract or with these General Terms of Trade, or any infringement, termination or nullity thereof, shall be subject to the exclusive jurisdiction of the court having territorial and subject matter jurisdiction for the Seller's corporate location. Any such disputes may also be brought before the court having territorial and subject matter jurisdiction for the Buyer's corporate location, at the sole discretion of the Seller.

## 14 Miscellaneous

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

14.2 Any agreements between the Seller and the Buyer must be made in writing respectively explicit agreement via MM digital. Verbal agreements shall be void. Changes and amendments to these General Terms of Trade shall 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.

14.3 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 Electronic Mailing of Documents and Export Control

15.1 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. Use of the services of MM coMMunity ([www.mm-coMMunity.com](http://www.mm-coMMunity.com)) shall be subject to the Business Terms designated for that purpose in addition to these General Terms of Trade.

15.2 If Buyer places order via Seller's platform MM digital, any documents relating to the order are electronically stored in section "Placed Orders, Delivery Tracking and Payables".

15.3 Seller's supply or export of the goods 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 fulfilment of the Contract, or to impose authorization requirements by competent authorities. Seller shall not be subject to any obligation or liability that, subject to Seller's sole discretion, could violate any sanctions or applicable regulations. Seller therefore reserves the right



to unilaterally cancel any order without incurring any liability to the Buyer for damage or loss arising out of or relating to such cancellation, in the event any required authorization is not granted or revoked or be entitled to suspend and/or terminate the Contract if it is impeded or made unreasonably onerous by any embargo, sanction or similar trade or export restriction, whether foreseen or unforeseen at the time of entering into the Contract.

16. Data Privacy & Data Security

16.1 Any data transmitted to the Seller in the course of the contractual relationship shall be subject to and handled in accordance with MMCI's Privacy Policy accessible at [www.mm-boardpaper.com/en/privacy-statement](http://www.mm-boardpaper.com/en/privacy-statement).

16.2 The Buyer is obliged to comply with all relevant current and future data protection regulations and requirements as they relate to their activities pursuant to the Contract. The Buyer shall further impose such obligations on employees and any commissioned third parties. The Seller in this respect, shall not be held liable for any failure of the Buyer to comply with relevant data protection regulations and requirements.

16.3 If and to the extent the Seller processes any personal data provided by the Buyer as a Controller according to Art. 4 (7) GDPR, the Buyer shall ensure that this personal data was collected and shared with the Seller in compliance with all relevant data protection regulations and requirements, and that there is no reason to believe that the processing by the Seller, for foreseeable extents and purposes, is prohibited or invalid.

The Buyer will ensure, that the data subjects are informed about the processing activities of the Seller to the extent required by law.

16.4 If the Buyer is obligated to collect, process, or store personal data on behalf of the Seller in accordance with the Contract, the Parties shall conclude a commissioned data processing agreement.

16.5 In the event that the Buyer receives and processes personal data of the Seller, this personal data will be treated with the utmost respect for confidentiality, integrity, security and accuracy.



## APPENDIX A

- (i) Mill Frohnleiten (also referred to as „FL“):  
 MM Frohnleiten GmbH  
 Wannersdorf 80, AT- 8130 Frohnleiten  
 Company Register No. FN 62874m, Company Registry: established with the Provincial Court for Civil Law Matters as Commercial Court in Graz, Austria  
 Email: [frohnleiten@mm-karton.com](mailto:frohnleiten@mm-karton.com)  
 Telephone: +43 3126 2511-0  
 VAT No. ATU37002202  
 We are a member of the Austrian Chamber of Commerce and we are subject to the Austrian Trade Act as amended (Gewerbeordnung), which is accessible at <https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10007517>
- (ii) Mill Neuss (also referred to as „NE“):  
 MM Neuss GmbH  
 Düsseldorf Strasse 182, DE-41460 Neuss  
 Register No. HRB 21904; Company Register Court: Neuss  
 Email: [neuss@mm-karton.com](mailto:neuss@mm-karton.com)  
 Telephone: +49 2131 237-0  
 VAT No. DE 144250962
- (iii) Mill Gernsbach (also referred to as “GE”):  
 Mayr-Melnhof Gernsbach GmbH  
 Obertsroter Str. 9, DE- 76593 Gernsbach  
 Company Register No. HRB 530318, Company Register Court: Mannheim  
 Email: [gernsbach@mm-karton.com](mailto:gernsbach@mm-karton.com)  
 Telephone: +49 7224 641-0  
 VAT No. DE 814461667
- (iv) Mill Kolicvevo (also referred to as “KK”):  
 KOLIČEVO KARTON Proizvodnja kartona, d.o.o.  
 Vir, Papirniška cesta 1, 1230 Domžale  
 Company Register No. 5033691000, Company Register Court: District Court in Ljubljana  
 Email: [kolicvevo@mm-karton.com](mailto:kolicvevo@mm-karton.com)  
 Telephone: +386 1 72 90-511  
 VAT No. SI85087777
- (v) Sales Office MMBP:  
 MM BOARD & PAPER GmbH  
 Brahmplatz 6, AT-1040 Vienna  
 Company Register No. 84596g, Company Register Court: Vienna  
 Email: [vienna@mm-karton.com](mailto:vienna@mm-karton.com)  
 Telephone: +43 (0)1 501 36 – 0  
 VAT No. ATU-62876917  
 We are a member of the Austrian Chamber of Commerce and we are subject to the Austrian Trade Act as amended (Gewerbeordnung), which is accessible at <https://www.ris.bka.gv.at/GeltendeFassung.wxe?Abfrage=Bundesnormen&Gesetzesnummer=10007517>



## 16 APPENDIX B: Quality Characteristics and Tolerances

## B.1 Quality Characteristics relating to Grade categories

The quality characteristics of each offered grade category are detailed in the individual technical data sheets for the respective Board grade. These are available in the Product Search section on our website [www.mm-karton.com](http://www.mm-karton.com)

## B.2 Order/Supply quantity tolerances

Order quantity in t	Tolerance in % of the order quantity
≤ 1 t	± 20 %
> 1 t ≤ 2,5 t	± 15 %
> 2,5 t ≤ 5 t	± 7,5 %
> 5 t	± 5 %

## B.3 Order Types

Quantity within the above tolerances. The quantity delivered is within the above mentioned ± tolerances. Example: Order quantity 2 t, quantity delivered 1,88 t 2,12 t

Agreement of a minimum quantity that must always be reached: The quantity delivered is the minimum quantity plus a quantity within the possible tolerance range. Example: Quantity ordered 2 t, quality delivered 2 t to 2,24 t.

Agreement of a maximum quantity that must not be exceeded: The quantity delivered is the maximum quantity minus a quantity within the possible tolerance range. Example: quantity ordered 2 t, quantity delivered 1,76 t to 2 t.

## B.4 Sheet number tolerance

(agreed deviation between the number of sheets actually delivered and the number indicated on the pallet label/delivery note)

For orders ≤ 5 tonnes a sheet number tolerance of ± 1 % per package shall apply; for the total number of sheets delivered (order) a sheet number tolerance of ± 1 % is accepted.

For orders > 5 tonnes a sheet number tolerance of ± 1 % per package shall apply; for the total number of sheets delivered (order) a sheet number tolerance of ± 0,5 % is accepted.

If no agreement is reached in complaints about the sheet number tolerance, a system that can be calibrated ( e.g. measurement using scales) should be used.

## B.5 Sampling to deal with complaints

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

Except when there are 1-5, the pallets/reels that are to be tested must be selected at random. The number of readings taken must be in accordance with the applicable testing standards.

Sheet sample must be taken as follows: at least 10 sheets below the top in the case of pallets and after the second to fifth layer in the case of reels.

Samples must be taken in accordance with DIN EN ISO 186.

## B.6 Sample preparation and testing conditions

Samples must be prepared at 23°C and 50% relative humidity (in accordance with DIN EN 20187).

The testing conditions are 23°C and 50% relative humidity.

Class 1: ±1°C and ±3% relative humidity.