

**General Terms and Conditions (GTC) – Sale
Brigl & Bergmeister GmbH
PAPIRNICA VEVČE PROIZVODNJA d.o.o.
PAPIRNICA VEVČE d.o.o.**

1. Validity

- 1.1. These General Terms and Conditions ("GTC") apply to all agreements and obligations between B&B, PAPIRNICA VEVČE PROIZVODNJA d.o.o. and PAPIRNICA VEVČE d.o.o. and its customers concerning the sale of goods, unless the contracting parties have expressly agreed otherwise in writing. Any conflicting or deviating conditions of the customer apply only to the extent that B&B, PAPIRNICA VEVČE PROIZVODNJA d.o.o. or PAPIRNICA VEVČE d.o.o. have expressly agreed to them in writing. These GTC also apply to all future transactions with purchasers, even if no express reference is made to the GTC in the future. "B&B" equally means Brigl & Bergmeister GmbH, PAPIRNICA VEVČE d.o.o. and PAPIRNICA VEVČE PROIZVODNJA d.o.o.

2. Offer, conclusion of agreement

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

3. Prices, terms of payment, time limits

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

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

4. Right of retention, offsetting prohibition

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

5. Delivery, transfer of risk

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

6. Partial deliveries, deviations

- 6.1. The written order confirmation determines the time, type and quantity of the delivery. B&B is entitled to make partial deliveries.
- 6.2. Delivery dates and delivery periods are only approximate unless expressly guaranteed in writing by B&B. Unless the beginning of the delivery period has been specified, the delivery period starts on the date of the order confirmation. However, B&B is not obliged to deliver until all of the purchaser's obligations prior to delivery (e.g. technical, economic requirements, official permits, approvals and licences, etc.) have been fulfilled. If the purchaser requests any amendments after acceptance of the order, the delivery period starts

after B&B has confirmed such amendments in writing. In particular, the delivery period shall not start until the purchaser proves that he/she has issued a letter of credit - if contractually agreed - or has made an advance payment or provided security. The delivery period is considered to be met if the goods forming the subject matter of the delivery leave B&B's premises on the last day of the delivery period or upon B&B's notification within the delivery period that the goods are ready for dispatch.

7. Warranty, liability

- 7.1. The purchaser is obliged to inspect each delivery immediately upon receipt. Obvious defects (including transport damage), incompleteness of the goods or other deviations from the order confirmation must be reported in writing immediately, but at the latest within 72 hours, after receipt of the delivery at the destination, stating the defects, shortage or other deviations and the invoice number. Hidden defects (including defects occurring during manufacture) must be reported immediately upon discovery. The warranty period is three months.
- 7.2. Defective products must be kept available for inspection by B&B for 14 days after the date of notification and may not be returned to B&B before that time. Upon B&B's request, samples of the defective goods shall be returned to B&B. Unless the purchaser complies with this provision, the purchaser is not entitled to reject the goods.
- 7.3. The purchaser has to ensure proper storage and insurance at the full resale price plus transport and storage costs for its own benefit as well as for the benefit of B&B until the complaint has been resolved.
- 7.4. The purchaser has to notify B&B immediately of any complaint regarding the delivered goods by its customers. If this obligation is not fulfilled, the purchaser is not entitled to assert any claims against B&B in respect of the defective goods.
- 7.5. In the case of defects, B&B is entitled to either replace the goods or reduce the purchase price. There shall be no warranty claims for insignificant defects.
- 7.6. B&B is not liable for any damage directly or indirectly caused by instructions or specifications of the purchaser, improper handling, intent or negligence of the purchaser or any modification of the goods by the purchaser.
- 7.7. B&B is not liable, except in cases of gross negligence or willful misconduct on the part of B&B, for consequential loss, indemnity payments, costs or expenses, pecuniary loss, loss of profits, loss of interest or for claims of third parties which are unforeseeable by B&B, the total liability of B&B being limited to the price of the goods which are subject of the claim and to no more than the extent actually covered by an insurance claim of B&B. The purchaser is obliged to pass on these limitations of liability in full to its customers. Claims for damages against B&B expire within three months from the date of knowledge of the damage and the damaging party and expire absolutely after 12 months.

8. Force majeure

- 8.1. B&B is not be liable for any delay in or failure to perform any of its obligations and will not be considered to be in breach of contract if the delay or failure is due to a cause beyond its reasonable control ('force majeure'), in particular war, environmental events, strike,

pandemic, insufficient supply of materials or energy, short-term unforeseeable price increases, lack of means of transport, regulatory requirements, f.ex. sanction measures, and similar events or circumstances. This also applies in the event that such force majeure event occurs at B&B's suppliers. If a force majeure event occurs during an already existing delay, the grace period granted to B&B shall end only after the force majeure event has ended. B&B will inform the Buyer of the beginning and end of a force majeure event as soon as possible. In cases of force majeure, B&B is entitled to terminate all or parts of the concluded agreements with immediate effect without remedies of the contracting party, but will proceed in such cases in consultation if possible.

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

9. Retention of title

- 9.1. The delivered goods remain property of B&B until the purchaser has paid all amounts owed to B&B in connection with the relevant agreement and all other obligations of the purchaser towards B&B arising out of or in connection with the relevant agreement have been fulfilled. Any processing of the delivered goods by the purchaser is carried out for B&B without any obligations arising for B&B as a result thereof. If the delivered goods are processed with other goods not owned by B&B, B&B acquires co-ownership of the newly created goods in proportion to the value of the delivered goods at the time of processing.
- 9.2. The purchaser is entitled to sell the delivered goods in the ordinary course of business. All claims arising from such sale are hereby assigned to B&B in advance and the purchaser undertakes to comply with all necessary publicity requirements to enforce such assignment. If the purchaser sells goods which are co-owned by B&B, the assignment applies to the extent of the co-ownership share. B&B is entitled to collect the assigned claim.
- 9.3. The purchaser is obliged to adequately insure the goods still owned by B&B at its own expense against all usual risks, in particular against fire, burglary or water damage, to handle them with care and to store them properly.
- 9.4. If the purchaser is in default of any overdue payment, taking into account a grace period of 10 working days, B&B is entitled to demand the return of the delivered goods or to collect the delivered goods and sell them to third parties as they are (i.e. including packaging). One or more of these operations are not considered to terminate the respective orders and do not release the purchaser from payment of the invoiced amounts.
- 9.5. B&B is also entitled, at its sole discretion, to terminate the unpaid order without limiting the assertion of its rights by or in connection with any breach of contract by the purchaser, in particular with respect to claims for damages.

10. Weight, quality

- 10.1. Unless stated otherwise, the word ton (also the abbreviation "t") shall mean 1,000 kilograms. The quantity delivered is based on the weight determined by B&B at the time of manufacturing and packaging of the goods. For rolls, the weight is determined gross for net including sleeves, cores and end caps. In the case of sheet paper, the weight shall correspond to the nominal weight as defined in section 10.3. B&B's statement of the quantity

delivered forms the basis of the amount to be paid by the customer and, at the same time, is the basis for assessment in case of any breaches of contract.

- 10.2. An order for paper within the seller's usual product range is considered to be fulfilled in accordance with the agreement if the seller delivers to the customer goods which do not deviate from the contractual quantity by more than the tolerances mentioned below. If a delivery comprises several lots as defined in section 10.3, each lot is considered separately. The following applies to grammages up to and including 135 g/m²:

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

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

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

- 10.3. Quality: Grammage tolerances

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

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

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

A delivery of paper is considered to have been made in accordance with the agreement if the sizes delivered (in the case of sheets, the width and length; in

the case of rolls, the width) do not deviate from the contractual sizes to a greater extent than specified below:

Sheets

Sorting cross cutter trim \pm 1 mm

Face cutter trim \pm 1 mm

Rolls \pm 1 mm

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

11. Confidentiality

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

12. Prohibition of child labour

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

13. Compliance

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

14. Employee protection, environmental protection

- 14.1. B&B further declares that it will comply with the relevant statutory regulations, in particular the regulations on the treatment of employees and occupational safety, and that it will commit itself to reduce adverse effects on people and the environment in its activities.
- 14.2. B&B assures in particular that the provided deliveries and services are free of pollutants. B&B declares that it will comply with the provisions of environmental law in the case of

deliveries/services and also in the case of supplies or ancillary services provided by third parties.

15.Sustainability

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

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

16.Anti-corruption, money laundering

16.1. B&B declares,

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

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

17.Non-solicitation provision

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

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

- 17.3. The obligation under 17.1 applies during the contractual relationship and also for a period of three years after termination of the contractual relationship.
- 17.4. For any violation of this non-solicitation provision, the contracting party undertakes to pay B&B a contractual penalty of € 100,000.00, irrespective of any claim for injunctive relief. B&B reserves the right to assert claims in excess thereof.

18. Final provisions

- 18.1. Confirmed e-mails fulfill the written form requirement.
- 18.2. Austrian law applies to the exclusion of the conflict of laws rules of international and European private law and the UN Convention on Contracts for the International Sale of Goods.
- 18.3. For legal transactions of PAPIRNICA VEVČE d.o.o. with customers, these GTC apply in accordance with Slovenian law.
- 18.4. Legally ineffective provisions shall be replaced by the provision that is legally effective and comes closest to the economic and legal purpose of the ineffective provision.
- 18.5. The exclusive place of jurisdiction for all disputes between the customer and B&B shall be Vienna, Innere Stadt, Austria. For disputes between the customer and PAPIRNICA VEVČE d.o.o., the exclusive place of jurisdiction shall be Ljubljana, Slovenia.

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