

General Terms of Service for Purchasing

für die Unternehmen Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG Klingele Paper & Packaging Werne SE & Co. KG

Issued November 2023

A. General provisions for all services

1. **Scope of validity**

- (1) These General Terms of Service (hereinafter referred to as "General Terms of Service") apply to all contracts (hereinafter referred to as "contracts") concluded by Klingele Paper & Packaging SE & Co. KG, die Klingele Paper Weener SE & Co. KG, die Klingele Paper & Packaging Werne SE & Co. KG (hereinafter referred to as "client") with business operators within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or a special fund under public law (hereinafter referred to as "contractor") for the procurement of services (hereinafter referred to as "services") from the contractor.
- (2) "Services" within the meaning of these General Terms of Service are, in particular, technical consulting, laboratory tasks, product development, repairs, IT services, marketing measures, product manufacturing, logistics and similar.
- (3) Contracts are governed exclusively by these General Terms of Service. The client hereby expressly rejects the validity of any service conditions or other provisions used by the contractor. These will not become part of the contract even if the client accepts services and is aware of service conditions or other terms that conflict with or deviate from these General Terms of Service.
- (4) Deviations and additions to these General Terms of Service are only valid with the client's express written confirmation (e.g. by letter, email or fax) and only apply to the specific contract for which they were agreed.
- (5) The General Terms of Service also apply as a framework agreement (Section 305 Para. 3 of the German Civil Code (BGB)) for subsequent contracts as defined in Number 1 (1) of these General Terms of Service with the same contractor in the version valid at the time of the corresponding order, without the client having to refer to them again.
- (6) The *General Terms of Purchase of Klingele Paper & Packaging SE & Co. KG* apply to the purchase of goods. Our procurement of services in accordance with Numbers 1 (1) and 1 (2) of these General Terms of Service is governed primarily by these General Terms of Service. Insofar as these General Terms of Service do not contain any deviating provisions, the provisions of the General Terms of Purchase in their valid version at the time of conclusion of the specific contract will also apply to services.
These General Terms of Purchase can be found at [https://www.klingele.com/fileadmin/download/agbs/Allgemeine Einkaufsbedingungen Klingele_DE_092023.pdf](https://www.klingele.com/fileadmin/download/agbs/Allgemeine_Einkaufsbedingungen_Klingele_DE_092023.pdf).

2. **Contract conclusion; contract amendment**

- (1) The provisions of Number 2 (1) to 2 (5) of the General Terms of Purchase apply accordingly to the General Terms of Service.
 - (2) The contractor may only change the contractor's services or the manner of service provision with the prior written consent of the client. The contractor must notify the client of any planned change in sufficient time for the client to check whether the corresponding change will have a detrimental effect for the client.
- #### 3. **Service provision schedules and dates**
- (1) The agreed service provision schedules and dates are binding in all cases. The timely provision of the contracted service will be decisive for compliance with the service provision dates and deadlines.
 - (2) If the contractor fails to meet these service provision deadlines, the client is entitled to demand a contractual penalty of 0.2% of the remuneration (net invoice value) of the delayed service per full working day up to a maximum of 5% of the remuneration (net invoice value) of the delayed service. Working days within the meaning of this provision are Mondays to Fridays, except for public holidays at the client's registered office. The client has the right to reserve a contractual penalty until final payment of the corresponding service. Any further rights of the client will remain unaffected. The contractor must therefore compensate the client in accordance with the statutory provisions, in particular for all damages incurred as a result of the delay. Acceptance of a delayed service does not constitute a waiver of claims for damages. The contractual penalty is to be offset against a claim for damages.
 - (3) If the contractor fails to meet the service provision deadline within an interim period, the client is entitled to demand a contractual penalty of 0.2% of the remuneration (net invoice value) of the delayed service in the interim period per full working day up to a maximum of 5% of the remuneration (net invoice value) of the delayed service in the interim period. The contractual penalties applied to the preceding interim periods will be taken into account in the event of another service delay in subsequent interim periods, thus excluding an accumulation of individual contractual penalties. In all other respects, the provisions of Number 3 (2) of the General Terms of Service apply to contractual penalties (e.g. offsetting against claims for damages).
 - (4) The total contractual penalty to be incurred in accordance with Numbers 3 (2) and 3 (3) is limited to 5% of the remuneration (net invoice value) of the delayed service.

(5) The provisions of Number 3 (3) to 3 (5) of the General Terms of Purchase also apply to the General Terms of Service.

4. Remuneration; terms of payment

(1) The remuneration specified in the order is binding unless otherwise agreed in writing (e.g. letter, email or fax). The remuneration includes all of the contractor's ancillary services and costs (in particular travel expenses and tool costs), plus any statutory VAT, unless otherwise agreed.

(2) If, as an exception, the parties have not agreed on binding remuneration, the contractor will provide the client with a written cost estimate before commencing service provision. If circumstances arise before or during the service provision which the contractor believes will require an increase in remuneration, they must inform the client immediately in writing in order to coordinate the further procedure. Any supplementary offers must be based on the same principles of remuneration calculation used in the original offer.

(3) If, as an exception, the parties have agreed on remuneration on a time and effort basis, the contractor must provide written evidence of their services (e.g. service provision schedules, task records, travel times, etc.) and submit them to the client.

(4) Unless the client has agreed otherwise with the contractor, the remuneration will be payable within 14 calendar days with a discount of 3% or within 30 calendar days without discount, whereby the period will commence (i) upon complete service provision and (ii) upon receipt of the invoice in due form by the client. If the service requires acceptance, payment of the remuneration is due upon (i) service acceptance and (ii) correct invoice receipt by the client.

(5) Interest on arrears in accordance with Section 353 of the German Commercial Code (HGB) is excluded.

5. Service conditions

(1) The contractor must carry out the services in accordance with the contractual agreements and with the diligence of a prudent businessperson. In particular, the contractor must (i) fully comply with the service description agreed in the contract when providing the services, (ii) provide their services in accordance with the current state of the art, (iii) comply with the corresponding industry standards and (iv) comply with the relevant statutory provisions.

(2) Upon request, the contractor must provide the client with a written schedule for the provision of services.

(3) The contractor will record the process and results of each service date and submit them to the client within five (5) working days following the corresponding service date. For the purposes of this provision, working days are Monday to Friday, except for public holidays at the contractor's registered office.

(4) The contractor is generally not permitted to carry out partial services unless the client has expressly agreed to this in writing (e.g. by letter, email or fax).

(5) In accordance with the respective contract, the contractor will carry out the services at the client's premises or any other location specified in the contract (hereinafter referred to as "place of performance").

(6) The contractor must provide a sufficient number of employees at the place of performance on the agreed service provision dates and must comply with the applicable operation regulations and instructions at said location.

(7) During the service provision, the contractor will comply with the legal regulations applicable at the place of performance and all relevant industry standards. This applies in particular to regulations and industry standards on accident prevention and environmental protection. If the contractor provides the services on the client's premises, they must comply with the operating policies (e.g. on occupational safety and accident prevention) applicable at the client's premises.

(8) The contractor must immediately inform the client in writing of any safety hazards or other risks identified for the client, their employees or other third parties who come into contact with the services.

(9) Unless otherwise agreed in writing, the contractor will carry out the services using their own tools and other aids. The tools and other aids required for the service provision must be procured and provided by the contractor. The use of these tools and other aids is included in the remuneration. If the contractor becomes aware that they cannot provide certain tools or other aids required for the services on the date of service provision, they must immediately notify the client in writing and in good time before said date of service provision.

(10) The contractor must handle the client's property with particular care and not damage it in any way.

(11) If the contracts are maintenance or repair contracts, or contracts for work involving construction using individual parts and the contractor installs parts in a machine or other object or uses them for the production of the work within the framework of contract execution, the contractor must supply the client with spare parts for said parts at market conditions for the duration of the relevant contract and for a period of ten (10) years after its termination, under its terms and conditions and those of the General Terms of Purchase valid at the time of contract conclusion. In particular, the prices and delivery times for the spare parts must be in accordance with market conditions.

6. Use of employees

(1) To carry out the services, the contractor will only use employees who possess the required professional qualifications at the time of service provision. Upon the client's request, the contractor will provide the client with evidence of the required professional qualifications of the employees used.

(2) The contractor must provide the client with the details of a contact person responsible for the provision of services. This contact person will manage the provision of services and be available for communication with the

client. The contractor must notify the client in writing prior to any change of contact person.

- (3) Employees are solely subject to the contractor's authority to issue instructions in technical, personnel and disciplinary matters.
- (4) The contractor must ensure that any workers from abroad possess the required work permits. The contractor must provide evidence of such work permits upon client request.

7. Service provision by subcontractors

- (1) The contractor is not entitled to have the services or parts thereof executed by subcontractors without the prior written consent of the client.
- (2) The contractor must comply with all statutory provisions in the use of subcontractors. If the contractor violates this duty, they will release the client from all third-party claims caused thereby. By way of exception, this will not apply if the contractor is not responsible for said violation of duty.

8. Rights to the results of services

- (1) The contractor will grant the client the exclusive and irrevocable right – unlimited in terms of space, time and content – to all known and unknown types of use of the results of the services achieved under the contract at the time of their creation. Results of the services are understood to be reports, suggestions, ideas, drafts, samples, drawings, other documents, models, copyrighted works, new inventions and new know-how created under the contract.
- (2) The contractor also grants the client the sole and unrestricted right of ownership to the results of the services to which such right can be established and transferred.
- (3) The client may, without restriction, reproduce the results of the services as well as edit and transfer them to other forms of representation and otherwise modify, elaborate and supplement them, distribute them in unmodified and modified form, reproduce them publicly by wired and wireless means, grant sublicences and transfer all rights of use granted under this contract, both free of charge and against payment.
- (4) If the results of the services lead to innovations (e.g. inventions, technical improvement proposals, know-how or other intellectual or creative works), the contractor will inform the client in writing without delay. The client is entitled to have industrial property rights registered in their name. The contractor will fully support the client in this respect. In particular, they will immediately provide the client with the information required for this purpose, make all necessary declarations and take all required measures. Only the client is entitled to apply for industrial property rights to said innovations. The client will make the necessary agreements with their employees to enable such applications, unless the client voluntarily waives the right to apply for industrial property rights in signed written form. Concerning inventions and technical improvements, the provisions of the Employee Inventions Act apply. The contractor is prohibited from

registering them in their own or a third-party name and from directly or indirectly assisting a third party to do so.

- (5) If existing contractor property rights are already required for the use or exploitation of the services at the time of contract conclusion, the contractor hereby grants the client the non-exclusive, royalty-free, transferable and sublicensable right to use and exploit the services without limitation in time or place. The contractor will provide the client with information about said property rights.
- (6) The client hereby accepts the above-mentioned transfer and granting of rights.
- (7) The transfer, assignment and granting of rights to the client will be paid and settled in full with the remuneration.

9. Industrial property rights

- (1) The contractor guarantees that the intended use of the services and the results of the services by the client and their customers will not infringe upon any third-party rights.
- (2) The contractor will not do or omit anything that may cause the client to lose a licence, entitlement, consent or permission required by them for the purpose of carrying out their business. The contractor acknowledges that the client depends on or operates by virtue of the contractor's service provisions.
- (3) The parties will immediately notify each other of any claim that is or could reasonably be made against either party in connection with the service provision or its results in accordance with the contract for the actual or alleged infringement of any third-party rights.
- (4) If the services or their results infringe third-party rights and this results in third-party claims against the client, the contractor must, at first request, indemnify the client from such third-party claims and any defence-related costs and damages (including the costs of legal prosecution or defence), unless the contractor is not responsible for the breach of duty. The contractor's obligation to provide the services in accordance with the contract remains unaffected.
- (5) Any further claims or rights of the client in accordance with statutory provisions, in particular regarding damages, will remain unaffected.

10. Quality assurance

- (1) The contractor is responsible for the quality of their services. The contractor is responsible for planning, organising and implementing quality assurance measures in order to ensure the comprehensive control and monitoring of the services. They must oblige their subcontractors to take appropriate quality assurance measures.
- (2) Without prejudice to their other rights, the client is entitled to access the contractor's business premises, including with the end customer or official authorities, upon prior notice of at least three (3) working days during normal business hours, and to check compliance with the requirements of these General

Terms of Service. Working days within the meaning of this paragraph are Mondays to Fridays, except for public holidays at the client's registered office. The client will consider the legitimate interests of the contractor, in particular confidentiality interests. The client is entitled to carry out such checks with their own staff or through a qualified third party. The contractor will support the client or third party commissioned by them in the preparation and execution of checks at their own expense. As part of the checks, the client will in particular be permitted to examine documents relating to the quality of the services and service provision processes. The execution of a corresponding inspection does not release the contractor from their responsibility to ensure correct service provision and the fulfilment of their obligations in accordance with these General Terms of Service.

11. Contractor liability

- (1) If a breach of duty by the contractor gives rise to a claim by a third party against the client, the contractor will indemnify the client from said claim and compensate them for all other damages caused by the breach of duty. This does not apply if the contractor is not responsible for the breach of duty.
 - (2) If the client is unable to fulfil a performance duty towards a customer because the contractor fails to meet their service provision date or deadline in accordance with a contract, the contractor will indemnify the client against any claims for damages or contractual penalties raised by the customer, unless the contractor is not responsible for the failure to meet the service provision date or deadline.
 - (3) If the services or results of the services provided by the contractor present a danger to life or limb or another risk of damage, including financial damage to third parties, the client is entitled, at the contractor's expense, to implement all measures which the client is obliged to take or are otherwise deemed reasonable, such as public warnings and recalls, in order to protect third parties from damage. As far as is possible and reasonable, the client will inform the contractor as quickly as possible and give them the opportunity to provide feedback. The contractor will cooperate with the client in a collaborative manner in order to eliminate the dangers presented by their goods or services as quickly and effectively as possible.
 - (4) If the contractor has reason to believe that their services or the results thereof could lead to danger to life or limb or to other damage, including financial damage to third parties, they must inform the client immediately in writing to explain the situation. This applies in particular if the contractor becomes aware of official investigations involving their services or results thereof.
 - (5) If a claim is made against the client by a third party based on product and/or producer liability and this is due to defective services provided by the contractor, they must indemnify the client against said claims, insofar as the contractor is liable externally. Claims include all costs and expenses, including the costs of any legal action.
- (6) Claims and rights of the client in accordance with statutory provisions will remain unaffected.
- ## 12. Insurance
- The provisions of Number 14 of the General Terms of Purchase also apply to the General Terms of Service.
- ## 13. Objects pertaining to the client
- (1) All technical documents, illustrations, plans, drawings, calculations, execution instructions, plant specifications, product descriptions, manufacturer's data sheets, tools, substances, templates, samples, materials (e.g. software, finished and semi-finished products), repair objects and other objects (hereinafter referred to as "objects") made available to the contractor by the client will remain the property of the client.
 - (2) The contractor may only use the objects for the provision of services and the fulfilment of their other contractual duties. They must not make the objects available to third parties. The contractor may only change the objects' storage location or place of use with the client's prior written consent.
 - (3) The contractor will store the objects for the client free of charge and separately from other items. They are obliged to insure them at replacement value and at their own expense against typical risks, in particular fire, water and theft. The contractor will not damage, destroy or remove any of the client's marks of proprietorship on the objects.
 - (4) The contractor will treat the objects with care and professionalism. The contractor is liable for damage or loss of the objects, unless they are not responsible for this.
 - (5) The contractor will return the objects to the client at their request.
 - (6) If the objects are combined or inseparably mixed with other items that do not belong to the client, the client will acquire co-ownership of the new item in the ratio of these objects to the other combined or mixed objects at the time of combining or mixing. If the combination or mixing is carried out in such a way that one of the contractor's items is to be considered as the main item, it is hereby agreed that the contractor will transfer co-ownership of the new item to the client in the ratio of the value of these objects to the other combined or mixed objects at the time of combining or mixing. The client hereby accepts the assignment.
 - (7) The contractor carries out all processing or transformation of the objects on behalf of the client. If these objects are processed with other objects that do not belong to the contractor, the client will acquire co-ownership of the new item in the ratio of the value of these objects to the other processed items at the time of processing. If, for any reason, the client does not acquire such ownership or co-ownership, the contractor hereby transfers future ownership or co-ownership (in the above-stipulated ratio) of the newly created item to them. The client accepts the assignment.

(8) The provisions of Number 13 (1) to 13 (5) of these General Terms of Service apply to the items to which the client is entitled to ownership or co-ownership after the combination, mixing, processing or transformation.

14. Obligation of confidentiality

The provisions of Number 17 of the General Terms of Purchase also apply to the General Terms of Service.

15. Compliance

The provisions of Number 18 of the General Terms of Purchase also apply to the General Terms of Service.

16. Obligation to comply with the Minimum Wage Act and the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany

(1) The contractor must grant their employees working conditions stipulated by law. In particular, the contractor must comply with the German Minimum Wage Act (MiLoG) and the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG) in their current versions and pay the statutory minimum wage to their employees.

(2) The provisions of Number 19 of the General Terms of Purchase also apply to the General Terms of Service.

17. Data protection

The provisions of Numbers 19 (1) and 19 (2) of the General Terms of Purchase apply accordingly to the General Terms of Service.

18. Force majeure

(1) External events that have no operational connection and cannot be prevented even with the utmost care that can reasonably be expected (hereinafter referred to as "force majeure"), in particular floods, earthquakes and other natural disasters, epidemics, pandemics, war, riots, embargoes and other official measures or restrictions, will release both parties from their service obligations for the duration of the disruption and to the extent of its effect.

(2) The party who is prevented from providing their services due to force majeure must (i) inform the other party in writing of the occurrence of the force majeure without undue delay and provide regular written updates on the anticipated effects thereof, (ii) take all reasonable measures to prevent and end the hindrance to the service provision and (iii) take all reasonable measures to mitigate the consequences of the force majeure for the other party.

(3) The contractor is responsible for ensuring the timely provision of services in accordance with the contracts. Accordingly, they are obliged to maintain their ability to provide services. If the contractor is prevented from providing services due to force majeure, it is particularly reasonable for them, in accordance with Number 18 (2) of these General Terms of Service, to increase their service capacities, expand personnel and storage capacities, reserve transport capacities (e.g. containers) in advance, use alternative sources of

supply and carry out expedited deliveries (e.g. air freight) at their own expense, even if this results in additional costs for the contractor. Anything to the contrary will only apply in exceptional cases, which the contractor will be required to prove.

(4) If the event that releases the contractor from the obligation to provide their services persists for more than two (2) months or if such an event is expected to continue for more than two (2) months, the corresponding beneficiary will be entitled to withdraw from the contract affected by said event. If the contract is a continuing obligation, the corresponding beneficiary will be entitled to extraordinary termination accordingly.

19. Termination for good cause

If the client terminates the contract for good cause for which the contractor is responsible, and if the contract is not a contract for work and services, all services provided up to this point will not be remunerated if they are not usable for the client or their utilisation is deemed unreasonable for the client. Any further rights and claims of the client (e.g. claims for damages) remain unaffected. For contracts for work and services, Number 23 (2) of the General Terms of Service applies instead.

B. Special provision for work services

For services within the meaning of a contract for work and services in accordance with Section 631 et seq. of the German Civil Code (BGB) (hereinafter referred to as "work services"), the following special provisions shall also apply under B of the General Terms of Service.

20. Acceptance

(1) The contractor must provide written notification when the work services are ready for acceptance.

(2) The client will only accept the work if the work services have been provided in full and are free from defects.

(3) By way of exception, the parties may agree in writing on partial acceptances for individual, self-contained work services. Such partial acceptances will be deemed to constitute acceptances of the corresponding work services in the legal sense. The parties may agree that after completion of all partial acceptances for individual work services, overall work acceptance will be confirmed in writing.

(4) If no partial acceptance in accordance with 20 (3) of the General Terms of Service has been agreed upon in writing, joint determinations of the condition of individual work services will not constitute acceptance in the legal sense.

(5) The parties will each create a written acceptance protocol to be followed. This will also apply to acceptances in accordance with Number 20 (3) of the General Terms of Service.

21. Warranty

- (1) The rights of the client in the event of material defects and defects of title are defined in accordance with the statutory provisions unless otherwise stipulated below.
- (2) The contractor guarantees the following quality of work:
 - a) The work must correspond to the agreed specifications (e.g. as per drawings, manufacturer data sheets, samples, agreements of quality features to be complied with in the order).
 - b) The work must be suitable for the use stipulated in the contract.
 - c) The work must comply with all applicable laws, all relevant health and safety and environmental regulations, European standards and recognised industry standards.
 - d) Unless otherwise agreed in the contract, the work must reflect the quality that is customary for works of the same type and that the client can reasonably expect.
- (3) Defects are to be remedied by the contractor, either by repairing the work or reworking it at the client's discretion, within a reasonable period of time, as a rule within two (2) working days (i.e. Monday to Friday, except for public holidays at the contractor's registered office). The place of subsequent performance is the location of the defective work.
- (4) The contractor will be responsible for all costs incurred in subsequent performance, in particular costs for the inspection and analysis of a defect as well as labour, material, travel and transport costs.
- (5) In case of a defect in the services, the client may, after the unsuccessful expiry of a reasonable period set by them for subsequent performance, remedy the defect themselves and demand reimbursement of the necessary expenses, unless the contractor justifiably refuses subsequent performance.
- (6) If subsequent performance is deemed unreasonable for the client due to special circumstances, in particular due to special urgency, risk to operational safety, the severe unreliability of the contractor or the threat of disproportionate damage, no deadline needs to be given before the client can carry out the work themselves.
- (7) The limitation period for claims made by the client due to material defects and defects of title (warranty period) is three (3) years from acceptance, unless a longer limitation period applies by law. If a longer warranty period is contractually granted by the contractor, this longer warranty period will apply.
- (8) The warranty period will begin anew with reworking or defect rectification.
- (9) All other rights of the client in accordance with the statutory provisions will remain unaffected, in particular regarding withdrawal from the contract, purchase price reduction and/or damage claims.

22. Industrial property rights

- (1) If third parties assert rights that prevent the client or the client's customers from using the work as intended, the contractor will, at their own expense and at the client's discretion:
 - a) acquire the right for the client and their customers to use the work as intended;
 - b) adapt the work without impairing the agreed properties and specifications in order to ensure that no third-party rights are infringed;
 - c) replace the work with other goods or services with the same properties that meet the agreed specifications without infringing any third-party rights; or
 - d) take back the work against reimbursement of the remuneration.
- (2) In all other respects, the provisions of Number 9 of these General Terms of Service apply.

23. Contract termination

- (1) In accordance with Section 648 of the German Civil Code (BGB), the client is entitled to terminate the contract at any time. The assumption stipulated in Section 648 Sentence 3 of the German Civil Code (BGB) is 3% for the contracts, unless the contractor proves a higher amount.
- (2) The client has the right to termination for good cause in accordance with Section 648a of the German Civil Code (BGB). In the event of termination in accordance with Section 648a of the German Civil Code (BGB), the client's duty to pay for all services already provided will not apply if the (partial) work is not usable for the client or its utilisation is deemed unreasonable for the client.

C. Final provisions for all services

24. Other provisions

The provisions of Numbers 22 and 24 of the General Terms of Purchase apply accordingly to the General Terms of Service.

25. Applicable law; place of jurisdiction

- (1) These General Terms of Service are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The courts that have jurisdiction at the client's registered office will have exclusive jurisdiction for all disputes concerning the rights and obligations that arise from these General Terms of Service and the contracts, including their validity. However, the client is entitled to bring legal action at the contractor's general place of jurisdiction.