

## General Terms of Service – KLINGELE –

for Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG  
Klingele Paper & Packaging Werne SE & Co. KG, Norpack Verpackungsgesellschaft mbH

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### Section 1 General provisions

- (1) These “*General Terms of Service*” (hereinafter referred to as “General Terms of Service”) apply to all contracts (hereinafter referred to as “contracts”) entered into by Klingele Paper & Packaging SE & Co. KG, Klingele Paper Weener SE & Co. KG, Klingele Paper & Packaging Werne SE & Co. KG and Norpack Verpackungsgesellschaft mbH (hereinafter referred to as “we”) with companies as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (hereinafter referred to as “customer”) for the provision of services related to our paper and corrugated cardboard products (hereinafter referred to as “services”).
- (2) Services within the meaning of these General Terms of Service are technical advice, laboratory activities, product developments and similar services. Services are defined as such in our order confirmations.
- (3) We hereby reject the validity of any terms of service or other terms and conditions used by the customer. These will not become part of the contract even if we execute the contracts without reservation in the knowledge that the customer’s terms of service or other terms and conditions conflict with or deviate from these General Terms of Service.
- (4) Our General Terms of Service will also apply as a framework agreement for future offers and contracts for the provision of services to the same customer without us having to refer to them again in each individual case.
- (5) For the sale and delivery of our goods, the “*General Terms of Sale and Delivery of Klingele Paper & Packaging SE & Co. KG*” apply. For service provisions, these General Terms of Service primarily apply. Insofar as these General Terms of Service do not contain any deviating regulation, the “*General Terms of Sale and Delivery of Klingele Paper & Packaging SE & Co. KG*” will also apply to services.

### Section 2 Offers and contract conclusion

Our offers are always non-binding and subject to change. A service order placed by the customer is considered as a binding offer of contract. A contract is only concluded when we confirm the order or provide the service within this period. Unless otherwise specified in the order, we are

entitled to accept this order within 14 calendar days of its receipt by us. The contract will be concluded in accordance with our order confirmation unless objected to by the customer within five (5) calendar days.

### Section 3 Remuneration

- (1) Remuneration for the service will be considered to have been agreed on a time and effort basis, unless agreed otherwise by the contractual parties in the individual contract.
- (2) In each case, remuneration will be exclusive of the applicable statutory VAT and other taxes, customs duties, levies and charges unless otherwise agreed.
- (3) Upon request, we will inform the customer of the estimated costs before service commencement. Said cost estimate is non-binding unless otherwise declared in writing.
- (4) The obligation to pay remuneration as per Section 3 (1) includes the following items in particular:
  - a) working hours of our employees or subcontractors;
  - b) costs of travel, accommodation and waiting time incurred by our employees or subcontractors in the event of service provision on the customer’s premises;
  - c) expenses incurred for allowances or collectively agreed surcharges;
  - d) disbursements incurred, e.g. for the transport of objects, equipment and working materials;
  - e) materials used;
  - f) use of special tools and testing and measuring equipment.
- (5) The standard working hours for service provision are Monday to Friday. The provision of services or parts thereof on Saturdays, Sundays or public holidays at our registered office will incur an additional surcharge payable by the customer.
- (6) If we have to provide additional services, services at other times or under other general conditions in deviation from the working conditions agreed,

the customer will reimburse us for resulting additional expenses (e.g. collectively agreed surcharges). This does not apply if we are responsible for the change in working conditions or the additional expenses. We will inform the customer of the change to the working conditions within a reasonable period of time.

- (7) If the customer requests additional services that are not included in the contract, said services must be paid for in addition.
- (8) If the contract is a continuing obligation, we reserve the right to change the prices accordingly if cost reductions or increases occur after contract conclusion, in particular due to collective wage agreements, changes in material and energy prices or changes in transport costs. We will provide evidence of cost increases to the customer upon request. If we agree to a price adjustment regulation with the customer in a specific case, this will have priority.

#### **Section 4 Payment terms**

- (1) The customer must pay the remuneration without deduction within 30 calendar days after the service provision and receipt of the invoice, unless the contract contains a deviating provision.
- (2) We are entitled to request payments on account for previously rendered contractual services. dates and schedules will be extended.
- (3) The customer may only exercise rights of offsetting or retention if their counterclaims have been legally established, are undisputed or are reciprocal (synallagmatic) to the main claim. This also applies to any rights arising from Section 369 of the German Commercial Code (HGB).

#### **Section 5 Schedule for service provision**

- (1) Service dates and schedules are estimates and are only binding if we have expressly confirmed them in writing. The agreed service schedule will only begin once all technical queries have been clarified between the contractual partners and all required information, documents, approvals and releases have been obtained and provided by the customer.
- (2) Service dates and schedules will be extended accordingly if the customer fails to fulfil their duty to cooperate in good time or if the customer requests changes to the service, unless we are responsible for the delay.

#### **Section 6 Force majeure**

- (1) External circumstances that have no operational connection and cannot be averted even by exercising the utmost care that could reasonably be expected (hereinafter referred to as "force majeure"), in particular floods, earthquakes and

other natural disasters, epidemics, pandemics, war, unrest, strikes, embargoes and other official measures or restrictions, will release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. We are also released from our service provision obligation if one of our subcontractors is prevented from providing their services to us and thus impedes us from providing our services to the customer.

- (2) Force majeure also exists in the event of an insufficient supply of materials or energy, insofar as this occurs despite exercising the utmost care that could reasonably be expected.
- (3) The contractual partner who is prevented from providing their services due to force majeure must (i) inform the other contractual partner in writing of the occurrence of the force majeure without undue delay and provide regular 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 contractual partner.
- (4) If the events that release the contractual partner from the obligation to provide their services persist for more than eight (8) weeks or if such events are expected to continue for more than eight (8) weeks, the corresponding beneficiary will be entitled to withdraw from the contract affected by said event. If the contract is a continuing obligation or contract for work, the corresponding beneficiary will be entitled to extraordinary termination accordingly.

#### **Section 7 Service provision, acceptance and transfer of risk**

- (1) The place of performance for service provision is at our registered office, unless otherwise agreed.
- (2) Partial service provision is permitted if deemed reasonable for the customer.
- (3) We are entitled to provide the services in full or in part through subcontractors.
- (4) If we manufacture production equipment for a contract with the customer (e.g. tools, clichés or pallets), we reserve all ownership and property rights to this production equipment. Even if the customer contributes to costs in relation to the production equipment, we are not obliged to transfer ownership of or issue this production equipment to the customer, unless otherwise agreed with the customer in writing and signed. In this case, we are entitled to dispose of production equipment if the customer does not purchase any goods from us for which the corresponding production equipment was

manufactured or intended within a period of at least two (2) years.

- (5) If the service provision is understood as a work performance (“work”), the following will apply:
- a) The customer must accept the service performance in accordance with the contract. The customer is not permitted to refuse acceptance if there are no significant defects. The customer will confirm acceptance to us in writing.
  - b) The service will also be deemed to have been accepted if we have given the customer a reasonable deadline for acceptance after completion of the service up to a maximum of twelve (12) working days, and the customer has not refused acceptance within this period by declaring at least one defect. For the purposes of this provision, working days are understood to be all weekdays except Saturdays, Sundays and public holidays at the customer’s registered office.
  - c) The risk will be transferred to the customer upon acceptance at the latest. If the customer is in default of acceptance, the risk will be transferred to them as soon as the default occurs.
  - d) If the services are development services, we are exclusively entitled to all rights to the work results of such development services. In particular, we are entitled to use the work results for third-party orders without any restrictions in terms of time and place. Work results in this sense are all results developed and knowledge gained by us under the contract. This applies in particular to know-how, technical innovations, inventions, process descriptions, samples, models, methods, results protected by copyright, and documentation, reports and documents.
  - e) Insofar as we are contractually obliged to transfer ownership of the work, the provisions on the retention of title as per the “*General Terms of Sale and Delivery of Klingele Paper & Packaging SE & Co. KG*” apply.

**Section 8 Default of performance**

- (1) In the event of a default of performance, we will be liable in accordance with the statutory provisions insofar as the contract is exceptionally a fixed transaction or the customer’s interest in the further fulfilment of the contract has ceased to exist. In this case, our liability will be limited to the foreseeable damage typical for the contract, provided that we are not guilty of wilful intent and there is no injury to life, limb or health.

- (2) In the event of a default of performance, the customer may also demand, in addition to the service provision, compensation for any damage caused by said default. However, this claim for damages in addition to service provision is limited to 0.5% of the net remuneration for the corresponding service per full week of default up to a maximum of 5% of the net remuneration of the corresponding service, provided that we are not guilty of wilful intent or gross negligence and there is no injury to life, limb or health. The customer’s right to withdraw from the contract after expiry of the reasonable grace period and/or to claim damages for non-performance as per these General Terms of Service remains unaffected.

**Section 9 Customer’s duty to cooperate**

- (1) The customer must meet the contractually defined duties to cooperate in good time and at their own expense, and must reasonably support our employees in the provision of our service.
- (2) In particular, and unless otherwise stipulated in the contract, the customer has the following duties to cooperate for service provision:
- a) designation of a contact person at the customer for service provision coordination;
  - b) transfer of all information required for the service provision.
- (3) The customer must fulfil their duty to cooperate in such a way that we are able to start and execute the service without a delay. If the service is delayed due to a breach of duty by the customer, the customer must reimburse our additional expenses, unless the customer is not responsible for said breach of duty. Any other claims we may make in accordance with the statutory provisions remain unaffected.

**Section 10 Items and materials provided**

- (1) If the customer provides objects or materials (hereinafter referred to as “supplies”) in accordance with Section 9 or the provisions of the contract, the customer will be responsible for the quality, suitability and functionality of said supplies. We are not obliged to examine the quality, suitability or functionality of the supplies.
- (2) If we identify restrictions concerning the quality, suitability and functionality of the supplies, the customer will eliminate these at their own expense or provide new supplies that meet the required standards of quality, suitability and functionality.
- (3) We may refuse to provide the service until the supplies are provided with the required quality, suitability and functionality. If the provision of

supplies with the required quality, suitability and functionality is delayed, our customer must reimburse us for any additional expenses incurred, unless they are not responsible for said delay. Any other claims we make remain unaffected.

- (4) We are not responsible for the accidental loss or accidental deterioration of the supplies.

**Section 11 Material defects in work performance**

- (1) If the service is a work performance, the owed quality results exclusively from the agreed service description. Properties of samples and specimens are only binding if they have been expressly agreed as the quality of the work. This agreement must be in writing and signed. Details of quality and durability, along with other details, are only guarantees if expressly agreed and designated as such. Such a guarantee requires written confirmation by our management.
- (2) The customer must notify us of any material defects without delay, but at the latest within five (5) working days. The term “working days” within the meaning of this provision will be determined based on the working days at the customer’s registered office.
- (3) In the event of a material defect, we are obliged to remedy the defect within a reasonable grace period, as per Section 11 (2) provided that the customer has observed the time limit for notifying us of defects as per. We may choose the type of supplementary performance.
- (4) In the event of supplementary performance, we are obliged to meet any costs required for the purpose of the supplementary performance, in particular transport and material costs, insofar as these are not increased by moving the defective work to another location other than the place of performance, unless the change of location is in accordance with the agreed or intended use of the work.
- (5) Claims for defects are not permitted where the condition of the work has deteriorated due to
- a) unsuitable or incorrect transport,
  - b) unsuitable or incorrect storage,
  - c) unsuitable or incorrect assembly,
  - d) the use of unsuitable operating materials,
  - e) unsuitable or incorrect use (e.g. overloading),
  - f) incorrect care,
  - g) incorrect modification or
  - h) other incorrect, erroneous or negligent treatment

by the customer.

- (6) In addition, no claims for defects exist if a deterioration of the work results from a change in

the work that is typical for the type and functioning of the work (e.g. wear and tear that is typical for the product). The same applies if the condition of the work deteriorates due to special external influences that are not provided for in the contract.

- (7) The customer will only be entitled to claim damages in accordance with the provisions stipulated in Section 13.

**Section 12 Limitations of claims for defects for work performance**

Claims for defects in work performances will expire after 12 months from the acceptance of the work in accordance with Section 7 (3). This does not apply (i) to any claims covered in Section 13 or (ii) within the scope of application of Section 634a (1) no. 2 of the German Civil Code (BGB); in cases (i) and (ii), the statutory limitation provisions apply.

**Section 13 Liability**

- (1) We are liable without limitation in the event of culpable injury to life, limb or health.
- (2) We assume unlimited liability for intent or gross negligence. If, however, we are not guilty of intent and there is no case as per Section 13 (1), liability is limited to the foreseeable damage typical for the contract.
- (3) We are liable in the event of a culpable breach of such duties, the fulfilment of which is essential for the execution of the contract and on the observance of which the customer regularly relies and may rely on. If, however, we are not guilty of intent and there is no case as per Section 13 (1), liability is limited to the foreseeable damage typical for the contract.
- (4) We are liable in the event of the fraudulent concealment of a defect or the assumption of a guarantee. In the latter case, the extent of liability will be determined by the guarantee declaration. We are also liable in cases of mandatory statutory liability, for example under the German Product Liability Act (ProdHaftG).
- (5) Apart from the liability in cases specified in Section 13 (1) to Section 13 (4) our liability is excluded, regardless of legal grounds, unless otherwise stipulated in these General Terms of Service.
- (6) Insofar as our liability is excluded or limited in accordance with the provisions above, this will also apply to the personal liability of our organs, legal representatives, employees, staff and vicarious agents.
- (7) The customer will inform and consult us immediately and comprehensively if they intend

to make a claim against us in accordance with the above-mentioned regulations. The customer must immediately give us the opportunity to investigate the case of damage.

- (8) Insofar as third parties make claims against us for damage caused by the customer (e.g. due to a subsequent modification or the improper use of the plant), the customer will indemnify us against these claims, unless the customer is not responsible for causing the damage.

**Section 14 Choice of law and 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 our 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.

**Section 15 Other provisions**

- (1) The customer is not entitled to assign rights or claims from the contracts to third parties without our prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.
- (2) Deviations from and additions to these General Terms of Service will only be valid with express confirmation by us in text form, and will only apply to the corresponding contract for which they were agreed.
- (3) The ineffectiveness or non-enforceability of one or more provisions of these General Terms of Service will not affect the validity of its remaining provisions. This also applies in the event that these General Terms of Service do not contain a provision that is necessary in itself. The contractual partners will replace the ineffective or non-enforceable provision with a legally permissible and enforceable one that comes as close as possible to the meaning and purpose of the ineffective or unenforceable provision. If these General Terms of Service are incomplete, the contractual partners will reach an agreement with the content upon which they would have agreed within the meaning of these General Terms of Service if the loophole had been known to them at the time of contract conclusion.