

# Terms and Conditions for CAPEX Purchase

**1. Subject and Scope.** These Terms and Conditions for CAPEX Purchase (hereinafter "Terms and Conditions") govern the purchase of products and services according to the specifications outlined in the respective purchase order (hereinafter "Products" or "Product") by the buyer as stated within the respective purchase order (hereinafter "Buyer") from the supplier as stated within the respective purchase order (hereinafter "Supplier").

Differing conditions of Supplier, in particular, but not limited to, Supplier's general terms and conditions of sale, may they be contained in offers, order confirmations, in invoices or elsewhere, are explicitly excluded. The acceptance of deliveries and services shall not constitute, or be deemed as a, consent to differing conditions of Supplier.

**2. Orders.** Unless explicitly agreed otherwise, any order of the Buyer shall be revocable at any time prior to the explicit acceptance in writing.

**3. Time of Delivery.** Whether or not a delivery is on time, if applicable as stated within the respective purchase order, shall be determined by the time of receipt at the delivery point specified by the Buyer. For deliveries including setup/assembly as well as services, the time of acceptance shall be relevant. The Supplier has to inform the Buyer without delay about any foreseeable delay of a delivery or a service or about any deviation from the agreed quality respectively and has to obtain the Buyer's decision. In case of delay attributable to the Supplier, a contractual penalty as stated within the respective purchase order shall be due immediately without the requirement of any notification to the Supplier. The contractual penalty shall be independent from the Supplier's negligence and shall not require the Buyer to prove an actual damage. The acceptance of a delayed delivery/service shall not constitute a waiver of any rights of the Buyer, in particular, but not limited to, damage claims.

**4. Force majeure.** "Force Majeure" shall mean any of the following circumstances beyond the reasonable control of, and unforeseeable for, the party affected thereby: acts of war (declared or undeclared) or terrorism, riot, flood, or other natural disaster; general strike, mandatory laws, or regulations. If a party is hindered to fulfil its contractual obligations due to Force Majeure, the affected party shall notify the other party thereof without delay. Notwithstanding any other provision of these Terms and Conditions, neither party shall be deemed to be in breach of its obligations or otherwise be liable to the other, for any delay in performance of any of its obligations, if and to the extent the delay or non-performance is caused by Force Majeure.

**5. Price, delivery, transfer of risk.** In the absence of any other agreement, prices as per these Terms and Conditions are free at the Buyer's delivery point (DDP Incoterms 2010), including packaging. Supplier has to carry all costs, duties, charges and taxes due to or in connection with the import of the Products into the country of the Buyer. The transfer of risk and ownership shall pass to the Buyer according to the agreed Incoterms. If a take over date different to the delivery date of the Products has been agreed, the prices shall include all items until, including, take over and the risk shall transfer upon take over.

For any deliveries or services going beyond the contractual scope of supply, the Supplier has to inform the Buyer in writing in advance and obtain the written confirmation from the Buyer for such additional deliveries/services, otherwise they shall be deemed part of the Products which shall be included in the originally agreed purchase price and shall not separately be compensated by the Buyer.

**6. Technical documentation, other documents.** The Supplier shall provide the Buyer with the technical documentation of the Products in the language of the country of delivery as well as in the language of these Terms and Conditions.

Any documents provided by the Buyer are provided "as is" without any technical examination. The Supplier is obliged to examine them thoroughly and shall comply with its duty to warn related thereto.

**7. Payment.** Payment of invoices shall be due as specified within the respective purchase order, following the later to occur once of (i) delivery of all ordered Products free from any defects, or (ii) the receipt of the invoice including all details required by the respective Buyer. Payment does not indicate acceptance of the delivery or service as being in accordance with the respective purchase order. Unless agreed otherwise, if any party is in default with payment of any amount due, it shall pay default interest at a rate of 5 percent p.a. Receivables of the Supplier towards the Buyer must not be assigned without the prior written consent of the Buyer.

**8. Guarantee.** Unless agreed otherwise, the guarantee period is 36 months. The Supplier guarantees the first class quality of the Products, state of art, including any necessary inspections and tests indicated in the agreed specifications. Each Product shall be suitable for its purpose and executed in such a manner that it corresponds to current requirements of laws, ordinance and legal rules, and instructions and directions issued thereunder which are in force in the country of delivery. Acceptance of goods shall be subject to examination for correctness and suitability. Payment(s) by the Buyer or any other act or omission of the Buyer other than the explicit acceptance of the Products shall not be deemed as acceptance.

In case of defects, notwithstanding any other rights, as in particular, but not limited to, the right to rescind from the contract, the Buyer shall be entitled, at its discretion, to request either replacement delivery, rectification of defects or an adequate price reduction. For a Product or a part of a Product that has been repaired or replaced, a new guarantee period starts from the day on which the remedy of the defect took place.

The Supplier shall bear any necessary costs if overall control measures exceed usual goods inward control measures, due to faulty deliveries. In urgent cases (e.g. to avoid interruption of production) the Buyer shall be entitled to rectify the defects, at the Supplier's expense and without prior notice. The Supplier shall bear the costs and risk of returning defective delivery items. Sections 377 and 378 UGB (Austrian Entrepreneur Code) are excluded.

**9. Intellectual property.** The Supplier guarantees that the Products do not infringe any rights of third parties, including but not limited to, intellectual property rights. The Supplier shall in particular indemnify the Buyer against third-party claims in respect of intellectual property infringements. If the Buyer is prohibited from manufacturing and/or supplying due to intellectual property infringements, the Supplier shall compensate the Buyer for any damages which have arisen from such claims and shall, at its own cost, either acquire a license from the holder of the intellectual property rights or modify the goods supplied so that they do no longer infringe any third parties' rights. In particular, but not limited to, the Supplier shall

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assume the legal defence costs, including both court and reasonable lawyer fees as well as costs for out of court consulting and representation.

The Supplier and the Buyer shall inform each other without delay in writing (including per email) in the event that claims are raised relating to an infringement of intellectual property rights in, or relating to, Products which are to be delivered and/or have been delivered.

**10. Insurance, Safety Rules and Product liability.** The Supplier shall insure against liability for any loss, damage, death or bodily injury as specified in the respective purchase order. This insurance shall be on "occurrence" basis with a run off period not less than 3 years.

This insurance shall be for the following risks and limits appropriately considering the value and risks of the respective project on an occurrence basis:

- general liability
- environment/pollution exposure
- pure financial losses in case of causing a business interruption
- product liability -- damage to work in progress

The Supplier shall be responsible for all its employees and all other staff working for it. The Mondi SHE Standards, including any applicable Safety Rules for the site of the Buyer (as attached to the respective purchase order) have been acknowledged by the Supplier and the Supplier shall undertake to adhere to such rules and impose this obligation to its employees, officers and any other person acting for the Supplier. Supplier shall hold Buyer harmless for all damages incurred to Buyer or third parties by Supplier's personnel.

The Supplier bears product liability in connection with defects of products delivered by the Supplier. The Supplier shall bear all cost and expenditures resulting therefrom, and shall indemnify Buyer against product liability claims raised by third parties relating to damages sustained as a result of Products and shall reimburse any costs incurred by the Buyer arising from such claim or from repair/recall actions intended to prevent claims.

**11. Confidentiality.** The Supplier undertakes to treat strictly confidential any information received, directly or indirectly, from the Buyer under or in connection with any orders made by the Buyer, including, but not limited to, commercial and technical documents, drawings and any other information, results or conclusions made available in writing, orally, electronically or in any other form. The Supplier undertakes not to use such information for purposes other than the fulfillment of the orders of the Buyer and to limit providing such confidential information to a third party to the absolutely necessary extent and only under the condition that such third party is bound to essentially the same confidentiality obligations as the present ones. The restrictions do not apply to information, which a) already has been in public domain, through no fault of the Supplier or its employees or officers prior to such disclosure; or b) has lawfully been obtained by Supplier prior to such disclosure, in both cases a) and b) as evidenced in writing by Supplier; or c) the disclosure of which, and to the extent that, is required by law or order of a court or public authority. Tools, forms, patterns, models, profiles, drawings, test requirements, standard specifications, templates and training material provided by the Buyer, along with items subsequently manufactured, may neither be passed on to third parties without the Buyer's prior written consent, nor be used for purposes other than those agreed. They shall be secured against unauthorized inspection and use. With further rights being reserved, the Buyer shall be entitled to demand their return at any time, in particular, but not limited to, in case the Supplier breaches its duties.

**12. Competition Compliance and Business Integrity.** The Supplier explicitly acknowledges and confirms that strictest compliance with cartel law is an essential basis for the business relationship with the Buyer and that the infringement of cartel law by the Supplier is likely to cause material damage to the Buyer.

Should the Commission of the European Union and/or any applicable national authority find that the Supplier infringed EU and/or national antitrust law in connection with the Products or any substitute thereof or similar products, in particular, but not limited to, illicit coordinated behaviour or agreements or illicit data exchange with competitors, the Buyer shall be entitled to terminate any supply agreement with the Supplier, including any open orders, with immediate effect by excluding any compensation or claim of Supplier in this connection.

Upon request of the Buyer, the Supplier shall immediately provide the Buyer with comprehensive information on the Commission's/national authority's findings including, but not limited to, the full version of the respective authority's decision in order to support Buyer to appraise the relevant facts.

Supplier shall not engage in any form of corrupt practices including, without limitation, extortion, fraud, impersonation, false declaration or bribery.

The Supplier herewith acknowledges that all Mondi officers and employees are bound by Mondi's business integrity policy (the "Mondi Group Business Integrity Policy") which are provided upon request and states to fully support it and to refrain from any way of endangering its compliance. In addition,

- Supplier is to immediately report to Mondi any inappropriate requests or solicitations made by its associates.
- Supplier shall not be entitled to make any payments on behalf of Mondi without a respective prior written authorization from Mondi. If the Supplier has received such prior written authorization and is therefore entitled to make such payment, Supplier must keep a written account of all payments (including meals, entertainment, gifts or items of value) made on behalf of Mondi for at least seven (7) years after the payment was made.

In case of concerns about any behaviour or activities that may conflict with Mondi's corporate commitment to ethical business practice and conduct, Mondi's confidential reporting tool which is managed by an independent third party may be used by business partners, employees or other stakeholders of Mondi. SpeakOut should be used if communication with the direct management, human resources or the usual Mondi contact is not effective. The reporting tool may be contacted either via the hotline for the respective country or via the respective country's web link. Further information regarding this reporting tool and all contact details are available on the Mondi Group-website in the section "Governance" under

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“SpeakOut” (<https://www.mondigroup.com/en/governance/>). All concerns and incidents reported will be treated seriously and in the strictest confidence.

## 13. Export Control. The Supplier confirms that

- it complies with all applicable provisions of national and international (re-) export controls (meaning and including, but not limited to, the (re-) export regulations of the Republic of Austria, the European Union (EU), the United Kingdom (UK) and the United States of America (US) (“*Export Controls*”);
- neither the Supplier nor any of its affiliates is, or is owned directly or indirectly or controlled by, a Sanctioned Person (meaning any person or entity that is listed on any EU / US / UK sanctions list or owned or controlled by such person or entity – “*Sanctioned Person*”), and no officer or director nor any employee, agent, representative or affiliate of the Supplier and its subsidiaries, is a Sanctioned Person;
- the Supplier, its affiliates, subsidiaries, respective directors and officers and their respective employees, are acting in compliance with applicable EU / US / UK sanctions (meaning any economic or financial sanctions laws, regulations or trade embargoes imposed, administered or enforced by the EU, US or UK – “*Sanctions*”) in all material respects and are not engaged in any activity that would reasonably be expected to result in the Supplier and/or Mondi Group being designated as a Sanctioned Person or otherwise violate any Sanctions or Export Controls;
- the Supplier will inform the Buyer immediately in writing if the Supplier, and/or any of its affiliates or subsidiaries, becomes a Sanctioned Person or has violated any Export Controls or Sanctions.

The Supplier undertakes to

- make itself sufficiently aware of the facts relevant for compliance with Export Controls and Sanctions. This includes, but is not limited to, the intended use of the contractual products or services by the Buyer and its business partners. The Supplier shall also provide the Buyer with the information necessary for the Buyer’s own Export Controls and Sanctions compliance assessment; and
- indemnify and hold the Buyer and any of its affiliates harmless for and against all damages the Buyer might suffer, including, but not limited to, claims, suits, fines or any official procedures raised or instituted against the Buyer or any of its affiliates, in connection with acts or omissions of the Supplier or any of its affiliates that may arise out of or in connection with Supplier’s breach of any of the Export Controls or Sanctions.

The Buyer is entitled to terminate any business relationship and cancel any obligations towards the Supplier with immediate effect if the Supplier, or any of its affiliates or subsidiaries, becomes a Sanctioned Person or violates any Export Controls or Sanctions.

**14. Spare parts/Services for discontinued batch requirements.** The Supplier shall commit to supplying, at reasonable prices, spare parts and services for a duration of at least ten (10) years after series production shipments have ceased.

**15. Applicable law and place of jurisdiction.** In purely domestic cases, i.e. Buyer and Supplier are domiciled in the same country, these Terms and Conditions shall be exclusively governed by the laws of this country, however under exclusion of its conflict of law rules and the United Nations Convention on International Sales of Goods. In all other cases, i.e. Buyer and Supplier are registered in different countries, these Terms and Conditions shall be exclusively governed by Austrian law, however under exclusion of its conflict of law rules and the United Nations Convention on International Sales of Goods. Any dispute between Buyer and Supplier arising out of or in connection with these Terms and Conditions or any contractual relationship resulting from the acceptance of the purchase order shall be either, at the Buyer’s discretion, submitted to the jurisdiction of the competent court at the Buyer’s seat or to the jurisdiction of the competent court for the first district of Vienna.

**16. Term and cancellation.** The Buyer shall also be entitled to cancel any purchase order with retroactive effect in whole or in part for good cause in written form, in particular, but not limited to, in the following cases:

- (a) the Supplier has breached any material obligation, including, without limitation, any breach of the Mondi Group Business Integrity Policy; or
- (b) the Supplier becomes, or is at apparent risk of becoming, bankrupt, goes into liquidation, or in case of a dismissal of a petition for bankruptcy due to insufficient assets, or any act is done or an event occurs that under applicable law has a similar effect to any of these events or acts and the Supplier fails to provide, at the Buyer’s request, an adequate security (e.g. bank guarantee, insurance company guarantee) for the fulfilment of its obligations under the contract; or
- (c) the duration of the Force Majeure event exceeds four (4) weeks.

**17. Severability.** Should one or several of the provisions of these Terms and Conditions be invalid, the validity of the remaining provisions shall in no way be affected. Provisions which are null and void shall be replaced by legally valid provisions which correspond as closely as possible to the business or economic purpose and intent of the provisions which are null and void.