

General Terms and Conditions of Purchase (May 2023)

§ 1 General Provisions

- (1) These general terms and conditions of purchase apply to the following companies:

Cederwald Holding GmbH & Co. KG
Weig Holding GmbH & Co. KG
Moritz J. Weig GmbH & Co. KG
Tecnokarton GmbH & Co. KG
Weig-Casack GmbH & Co. KG
Weig Packaging GmbH & Co. KG
Weig Packaging Holding GmbH
Nord-Westdeutsche Papierrohstoff GmbH & Co. KG
ALPA Rohstoffhandel, Logistik und Spedition GmbH
Weig Packaging GmbH & Co. KG
Neuhaus Handels GmbH & Co. KG
Buchmann GmbH

- (2) All contracts shall be concluded solely on the basis of our general terms and conditions of purchase; we shall not acknowledge any conflicting or deviating provisions of the supplier, unless we explicitly agree to their validity in writing. Our general terms and conditions of purchase shall apply even if we unreservedly perform our contractual obligations despite being aware of the supplier's conflicting or deviating provisions.
- (3) Our general terms and conditions of purchase only apply to transactions with "entrepreneurs", as defined and described in Section 14 and Section 310 (1) of the German Civil Code (BGB), as well as with legal persons under public law and special funds under public law.
- (4) Any agreements made between us and the supplier for the purpose of performing or amending a contract must be documented in writing and kept as evidence. This also applies to any additions. Similarly, this written form requirement may only be cancelled in writing for individual cases.
- (5) Our general terms and conditions of purchase shall also apply to any future transactions with the supplier.
- (6) Our place of business shall be the exclusive place of jurisdiction in domestic business transactions within Germany (with no cross-border implications); however, we shall be entitled to take legal action against the supplier at its own competent court.
- (7) The following shall apply to international business transactions (with cross-border implications):
- (a) The courts at our place of business in Germany shall be the exclusive place of jurisdiction for any disputes arising from or in connection with these general terms and conditions of purchase and/or an order if, when the dispute is brought before the court, it is established that the requirements stipulated in Regulation (EU) No 1215/2012 of the European Parliament and of the Council, of 12 December 2012, on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, are met for the recognition and enforcement of a German court decision abroad against the contractual partner.
- (b) In all other cases, any disputes arising from or in connection with these general terms and conditions of purchase and/or an order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed under those rules without recourse to the ordinary courts of law. The place of arbitration shall be our place of business in Germany. The language of the proceedings shall be German. The applicable law shall be the one indicated in § (9).
- (8) Unless otherwise stated in the order confirmation, our place of business shall be the place of performance for all deliveries and services to be provided under the contract.
- (9) The contract shall be subject to German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 2 Purchase Orders and Contracts

- (1) Unless a specific commitment period is explicitly indicated in a purchase order, we shall remain bound by our orders for two weeks after they are placed. An order shall be deemed to have been accepted on time if we receive a declaration of acceptance within this period.
- (2) We shall be entitled to change the time and place of delivery – and the type of packaging – at any time by giving written notice at least 7 calendar days before the agreed delivery date.

§ 3 Prices, Terms of Payment and Invoice Details

- (1) The price indicated in the order shall be binding.
- (2) Unless otherwise agreed in writing, the price shall include transport and delivery to the shipping address indicated in the purchase order, including packaging. The supplier must take back

packaging at its own expense if we request such. We shall only assume any insurance costs, particularly for transport insurance, if we have given our written approval.

- (3) Once the goods have been delivered and we have received an invoice, and unless otherwise agreed, we shall pay the purchase price within 14 days with a 3% discount, within 30 days with a 2% discount or within 60 days in full. Our payments shall be deemed to have been settled in time if our transfer request is received by the bank within the stipulated period, provided our request is accepted and executed by the bank.
- (4) Our order number, item number, delivered quantity and shipping address must be indicated in all order confirmations, delivery notes and invoices. If any of these details are missing and this causes a processing delay within our normal course of business, the payment deadlines specified in § 3 (3) shall be extended by the length of the delay.
- (5) We shall be entitled to exercise our right to set-off and right of retention – and base our defence on an unfulfilled contract – to the extent permitted by law. In particular, we shall be entitled to withhold any outstanding payments for as long as we hold claims against the supplier due to incomplete or defective services.
- (6) The supplier shall only be entitled to exercise its right to set-off or right of retention due to legally established, recognised or undisputed counterclaims.

§ 4 Delivery Time, Delivery, Performance, Transfer of Risk and Contractual Penalty

- (1) The delivery time (delivery date or deadline) stated in the purchase order shall be binding. The supplier shall only be entitled to make early or partial deliveries with our written consent.
- (2) The supplier must inform us immediately in writing if any circumstances arise or become apparent that may prevent it from adhering to the agreed delivery time.
- (3) In the event of a delivery delay, the occurrence of which shall be based on the statutory provisions, we shall be fully entitled to our statutory claims, including the right to withdraw from the contract and the right to claim damages instead of demanding the performance of the contract after a reasonable grace period.
- (4) In the event of culpable delivery delays, and after giving the supplier reasonable prior warning in writing, we shall be entitled to demand a contractual penalty amounting to 0.5% of the respective net order value for each week of the delivery delay or part thereof, but no more than 5% in total. In the event of culpable delays in the provision of partial services, we may similarly demand a contractual penalty amounting to 0.5% of the net order value attributable to the partial service concerned for every week of the delivery delay or part thereof, but no more than 5% in total. The sum of different contractual penalties must not exceed 5% of the total order value. We reserve the right to assert further claims for damages; the contractual penalty shall be deducted from any such claims. If we accept a late delivery, we must impose the contractual penalty when making our final payment at the latest.
- (5) The supplier shall not be entitled to pass on all or part of an order to subcontractors – or to have it carried out by subcontractors – without our written consent.
- (6) Even if shipment has been agreed, the risk shall only be transferred to us when the goods are handed over to us at the agreed destination.

§ 5 Guarantee and Warranty Claims

- (1) The supplier guarantees that the delivered items shall fully meet the specifications indicated in the order. No deviations shall be permitted without our explicit written consent, even if the items to be delivered by the supplier have the same function as those described in the order.
- (2) In the event of defects, we shall be fully entitled to assert our statutory claims. The warranty period shall be 2 years from the date of delivery, as stipulated in Section 438 (1) No. 3 BGB.
- (3) The supplier shall run a quality assurance process for the items to be delivered. Our obligation to inspect the goods and raise complaints shall therefore be limited to any defects revealed during our external inspection of incoming goods (e.g. transport damage, incorrect or short deliveries). If a formal inspection and acceptance procedure has been agreed for the items, we shall not have any separate inspection obligations. We shall be deemed to have reported any deviations in quality and quantity in good time if we notify the supplier within 10 working days of receiving the goods. We shall be deemed to have reported any hidden defects in good time if we notify the supplier within 10 working days of discovering them.
- (4) The costs incurred for checking the claim and rectifying the

Kommentiert [A1]: Fehler im Ausgangstext. Die Zahlungsfristen werden im Absatz 3 genannt.

defects shall be borne by the supplier, even if our request for the rectification of defects proves to be unjustified. This shall not apply if our request for the rectification of defects is made in the knowledge or grossly negligent ignorance of the fact that the goods are not defective.

- (5) By accepting or approving samples submitted by the supplier, we shall not waive our warranty rights.
- (6) The limitation period for warranty claims shall be suspended as soon as the supplier receives our written notification of defects. If the supplier repairs a defect or delivers a replacement, the warranty period for the replaced or repaired parts shall start again, unless the supplier clearly does this as a token of goodwill without acknowledging its legal obligation to do so.

§ 6 Obligation to Provide Information and Due Diligence

- (1) If we notify the supplier about the intended use of the deliveries or services, or if the intended use can be inferred without the need for an express notification, the supplier must inform us immediately if the deliveries or services do not appear to be suitable for the intended purpose.
- (2) The supplier must immediately notify us in writing if there are changes in the composition of the processed materials or structural designs compared to any similar deliveries or services previously provided to the customer. Any such changes may only be used as the basis for the further execution of the order with our written consent.
- (3) The supplier shall be responsible for ensuring that its deliveries and services comply with the applicable regulations for environmental protection, accident prevention and occupational health and safety, as well as other legal requirements and technical standards.
- (4) The supplier must immediately inform us of any special requirements for handling the products contained in a delivery or disposing of waste, unless such information is public knowledge.

§ 7 Fire Safety, Environmental Protection, Occupational Safety and Energy Efficiency

- (1) If the supplier performs work or deliveries on the customer's business premises within the scope of the contractual relationship, the supplier must strictly comply with the internal regulations applicable to the premises (particularly with regard to health and safety, environmental protection, fire safety and hygiene) and ensure that such regulations are also observed by its employees / workers and subcontractors. If any property belonging to the supplier or its workforce is brought onto the customer's premises, the customer shall not assume liability for such.
- (2) The supplier must request access to such internal regulations from the respective business premises in advance and instruct and train its employees accordingly.
- (3) The supplier shall be held liable for any culpable violations of such internal regulations committed by its employees / workers and subcontractors. The supplier hereby acknowledges that the current version of the regulations is available for inspection at each site.
- (4) Some of the certifications held by WEIG include DIN ISO 9001 (quality management) and DIN EN 50001 (energy management); we attach great value to the standards and regulations associated with such certifications. When evaluating suppliers and awarding contracts, we therefore pay special attention to price, quality, reliability, sustainability and energy efficiency (cost efficiency over the entire intended period of use).

§ 8 Spare Parts

- (1) The supplier must keep spare parts for the delivered products for at least 5 years after delivery.
- (2) If the supplier intends to discontinue the production of spare parts for the delivered products, the supplier shall notify us immediately after making such a decision. Subject to the provisions stipulated in § 8 (1), the supplier must notify us of its decision at least 6 months before discontinuing production of the spare parts.

§ 9 Provision of Materials

- (1) We shall retain ownership of any materials we provide to the supplier for the purpose of producing the requested deliveries and services. Any such materials may only be used to provide the requested deliveries and services.
- (2) The supplier must carry out any necessary maintenance and inspection work – and adequately insure the materials – at its own expense and must provide us with appropriate evidence upon request.

§ 10 Product Liability

The supplier shall be held liable for any claims asserted by third parties due to personal injury or property damage caused by a defective product delivered by the supplier; in such cases, the supplier must indemnify us against any damages resulting from such claims.

§ 11 Minimum Wage

- (1) The supplier agrees to always comply with the minimum wage requirements, as stipulated in the German Act Regulating a General Minimum Wage (MiLoG) and/or a generally binding collective agreement, and to grant (at least) the applicable minimum wage to all workers involved in the business relationship.
- (2) Upon request, the supplier shall provide evidence to prove compliance with the applicable provisions and the payment of the minimum wage.
- (3) The supplier shall indemnify us against any claims related to minimum wage demands; this also applies to any fines. The supplier also agrees to inform us immediately if there is a suspicion that the minimum wage requirements are being violated by the supplier or one of its subcontractors.

§ 12 Property Rights

- (1) The supplier shall be responsible for ensuring that its deliveries do not infringe any third-party property rights in the member states of the European Union, in North America or in any other countries in which the supplier's products are manufactured.
- (2) The supplier must indemnify us against any claims asserted by third parties due to the violation of industrial property rights, as described in § 12 (1), and reimburse us for any necessary expenses incurred in connection with such claims. We shall be entitled to this regardless of whether the supplier is actually at fault.

§ 13 Confidentiality

- (1) We shall reserve the property rights and copyrights to our cost estimates, drawings and other documents; they must not be made accessible to third parties. This particularly applies to any written documents that are marked as "confidential"; the supplier must obtain our express written consent before disclosing such documents to third parties. We agree to refrain from making any plans marked as "confidential" by the supplier available to third parties without its consent. The supplier agrees to maintain confidentiality with regard to any commercial or technical information concerning our company which is not public knowledge and which becomes known through our business relationship; the supplier agrees to only use such information within the scope of the contract. The supplier must impose similar obligations on its employees and subcontractors.
- (2) When naming references or publishing other information intended to promote its own company, the supplier may only refer to our company or use our protected equipment marks with our written consent.
- (3) The provisions of the German Act for the Protection of Business Secrets (GeschGehG) shall apply in addition to the above.

§ 14 Severability Clause

If a provision in these general terms and conditions of purchase proves to be ineffective, this shall have no bearing on the effectiveness of the remaining provisions. If a provision in an individual contract proves to be ineffective, the contracting parties agree to replace the ineffective provision with an effective clause whose purpose best reflects that of the ineffective provision. The same shall apply in the event of contractual loopholes.