



Mondi Steti a.s. | Litoměřická 272 | 411 08 Štětí

Česká zemědělská univerzita v Praze
Kamýčká 129
165 00 Praha - Suchbát

IČO: 604 607 09
DIČ: CZ 604 607 09

Purchase order

Order no. 6904773756
Order date 28.02.2024
Your number 500058
Contact person purchasing

jana.kolrcova@mondigroup.com
Contact person production/technics
94472

Delivery address
Mondi Steti a.s.
Litomericka 272
411 08 Steti

Delivery date
11.03.2024

Terms of payment 14 days net
after(free from defects) goods/service acceptance and invoice receipt

For the following items we require an order acknowledgement as PDF- document to purchasing contact person.

Item	Material / Service	Order quantity	Price per unit	Net value in CZK
00010	<u>školení Dřevosklad</u> 18 zc	1,00 AU	61.700,00 / 1 AU	61.700,00

Total quantity 1,00 AU Total net value excl. tax 61.700,00

GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE COMPANIES

Mondi Štětí a.s. AND Mondi Štětí White Paper s.r.o.

1. Parties.

„Mondi“ means Mondi Štětí a.s., with its registered seat at Litoměřická 272, 411 08 Štětí, Czech Republic, ID No.: 26161516 or Mondi Štětí White Paper s.r.o., with its registered seat at the same place, ID No.: 22797734, or any other company belonging to the Mondi Group, if it refers to these conditions in its order. The "Supplier" means the person named as the addressee of an order placed by Mondi. The Supplier and Mondi are hereinafter also collectively referred to as the "Parties" and individually as a "Party".

2. Scope of application.

2.1. The following provisions of these General Terms and Conditions ("T&C") shall apply to all orders of Mondi in addition to any terms and conditions set out in any individual order of Mondi or any plans, specifications or other documents incorporated by reference into such individual orders (all such documents hereinafter collectively referred to as the "Order").

2.2. These T&C shall apply whenever Mondi acts in a contractual relationship as a purchaser of any goods, a customer of any work, a recipient of services provided for consideration or a lessee/sublessee or generally a user/holder (the goods supplied, the work performed, the services provided, the object of use also collectively or individually as "performance"). In the event that a framework agreement is concluded between Mondi and the Supplier, the provisions of such framework agreement shall prevail over the provisions of these T&C, even if the framework agreement is not expressly referred to (e.g. in the Order); however, if a deviation from such framework agreement or these T&C is expressly agreed between the Parties in writing (e.g. in the Order), the provisions so expressly deviated from shall always prevail.

2.3. These T&C, as well as any amendments and updated versions thereof, are available to the Supplier on Mondi's website at

AKCEPTUJEME 04.03.2024

<https://bozp.mondisteti.cz/www/en/homepage/documents/purchasing-department>.

3. Confirmation of the Order, conclusion of the contract.

3.1. The contracting process between the Parties is always initiated by Mondi sending a written Order to the Supplier. The Order must be generated in the SAP system and must be entered by an authorised person of Mondi. The Order must unquestionably imply Mondi's intention to enter into a contract with the Supplier; any oral or written consultations between the Parties, correspondence regarding price negotiations or delivery specifications, as well as orders made by telephone, e-mail (without an attached order generated in the SAP system) or any other means shall not be considered an Order or any other proposal by Mondi to enter into a contract. An Order shall be valid even if it is not specifically signed, but has been entered (issued) in the SAP system with the name of Mondi's authorised person printed on the Order.

3.2. The Order becomes a binding contract when (i) Mondi receives unconditional written confirmation from the Supplier that it has accepted the Order or (ii) the Supplier starts to perform in accordance with the Order (the Order accepted by the Supplier is hereinafter referred to as the "Contract"), whichever is earlier. Mondi shall be entitled to cancel the Order at any time up to the time of acceptance by the Supplier without any compensation claim of the Supplier against Mondi.

3.3. Mondi is also entitled to place a framework order. If the Supplier accepts the framework order, an agreement is concluded between the Parties according to which Mondi reserves the Supplier's capacity for a certain amount of performance in a given period of time, which the Supplier will provide on the basis of partial orders from Mondi; however, Mondi is not obliged to use the reserved capacity.

3.4. The Supplier shall indicate the full Order number and Mondi material number in all documents relating to the shipment (invoice, bill of lading, shipping label, delivery note, etc.).

4. Other, different and conflicting terms and conditions.

If Mondi expressly accepts any offer from the Supplier, the offer is accepted with a reservation that these T&C shall apply exclusively to the contract with the Supplier. Mondi hereby rejects the application of, and shall not be bound by, any other, different, conflicting terms and conditions attached to the Supplier's offer which are in any way referred to in the Supplier's offer and/or contained in any correspondence between the Parties (including any forms, letters or documents of the Supplier). Any variation and/or modification of the T&C shall only be binding on Mondi if it is expressly set out in the Order of Mondi or, as the case may be, contained in Mondi's acceptance of the Supplier's offer and Mondi expressly confirms such variation and/or modification in writing.

5. Mondi standards, Mondi ethical rules, Code of conduct for suppliers, SpeakOut.

5.1. The Supplier shall provide performance according to the currently valid Mondi standards, if a standard is in place for the required performance; the current version of the Mondi standards is located at: <https://bozp.mondisteti.cz/www/en/homepage/documents/technical-standards>. If the standard is not in place, the Supplier shall perform in accordance with the applicable ČSN, ON and PN standards or applicable EU standards.

5.2. The Supplier shall comply with the Mondi's Code of Conduct and the Mondi's Code of Conduct for Suppliers, the current versions of which are located at:

<https://bozp.mondisteti.cz/www/en/homepage/documents/purchasing-department>.

5.3. If the Supplier has any concerns or suspicions regarding fair conduct, honesty and integrity, as well as violations of human rights and environmental laws, it may communicate them through the SpeakOut confidential service. Further terms and conditions of use of the SpeakOut service are available on the website <https://www.mondigroup.com/en/investors/governance/speakout/>.

6. Terms and conditions of delivery.

6.1. Unless the Parties agree otherwise, the delivery terms CPT (Incoterms 2020) Štětí, Czech Republic, railway station No. 542878 Hněvice, siding No. 721753 shall apply for any deliveries made by rail (wagon shipment) Unless the Parties agree otherwise, the delivery terms DDP (Incoterms 2020) Litoměřická 272, 411 08 Štětí, Czech Republic shall apply for any other deliveries.

6.2. Mondi is entitled to arrange for the disposal of packaging material used in the performance of the Order by the Supplier and to charge the costs of such disposal to the Supplier; if Mondi fails to arrange for disposal in accordance with the preceding sentence, the Supplier shall do so.

7. Changes.

7.1. The Supplier is not entitled to make any changes of the performance in relation to the specification set out in the Order, e.g. changes in volume, specification, design, etc., without Mondi's written consent. If the Supplier becomes aware that any change is necessary or appropriate, it shall inform Mondi without delay. However, the Supplier shall not make the change until it has received Mondi's written consent.

7.2. Mondi shall be entitled to instruct the Supplier to make any changes to the specification of the goods or other performance prior to acceptance of such goods or performance, and the Supplier shall provide performance in accordance with such notified instruction.

If the Supplier considers that the requested change is so substantial that it may have an impact on the agreed delivery time or price under the Contract, the Supplier shall inform Mondi immediately, but no later than 5 (five) calendar days from the date of receipt of the instruction, and quantify the impact on the delivery time or price; if the Supplier fails to give Mondi timely notice of the impact on the delivery time or price, it shall not be entitled to claim a price increase or an extension of the delivery time following Mondi's instruction to make a change.

8. Documentation.

8.1. An integral part of any performance is the delivery of all documentation related to the performance provided. In particular, the Supplier shall (depending on the circumstances and nature of the performance) deliver to Mondi all warranty certificates, operating manuals, maintenance manuals, lubrication plans, spare parts lists, manufacturing drawings, certificates of origin, declarations of conformity of goods, documentation on weld tests and other documentation necessary for the proper and complete use of the provided performance in accordance with the regulations in force in the Czech Republic. The Supplier shall document for the goods the extent to which they are a burden on the environment during use and disposal, including the method of disposal. Unless otherwise agreed, all documentation must be provided in at least electronic form and in one written copy. If complete documentation is not provided, the Contract shall be deemed not to have been fully performed.

- 8.2. By accepting the Order, the Supplier represents to Mondi that it has received from Mondi all information necessary to provide all performance under the Contract in a proper design and specification suitable for the agreed purpose or otherwise known to the Supplier, has received satisfactory explanations of any ambiguities, has duly examined all documentation provided to it and has found no defects or deficiencies therein and confirms that it is able to provide the performance within the agreed time and at the agreed price without the need for any changes, modifications or additional costs.
- 8.3. The Supplier undertakes to give Mondi any special instructions regarding the storage of the goods, the transport of the goods and other manipulation and handling of the goods within a reasonable time before any delivery of the goods is made, particularly where improper storage may result in deterioration of its quality or destruction. Where necessary or appropriate, the Supplier shall mark such instructions on the packaging of the goods. The Supplier shall also provide Mondi with the Safety Data Sheet (SDS) in the Czech language and the Technical Data Sheet (TDS) before the first delivery of the goods and shall notify Mondi immediately if these are updated.
- 8.4. The Supplier shall send the attestation or certificate of analysis to Mondi no later than on the day of dispatch of the tanker consignments to the following e-mail: atesty.steti@mondigroup.com.
- 8.5. If the Order expressly states the application of this clause, then the Supplier shall follow the standard "ST.03 Requirements for Supplier Documentation", which defines the scope and design of technical documentation within a given project/investment project and which is available here: <https://bozp.mondisteti.cz/www/en/homepage/documents/technical-standards/general/st-03-supplier-documentation-requirements>. The Supplier shall provide Mondi with the required documentation detailed in this standard, while complying with the conditions for the scope of performance specified in the Contract (Order). Unless otherwise agreed, all documentation must be provided in electronic form via the M-Files system used by Mondi to manage digital technical documentation and in at least one hard copy. Mondi shall provide the Supplier with access to the M-Files system, as well as training on how to use it.
- 8.6. If the Supplier provides the performance by engagement of subcontractors, it shall provide Mondi with a list of the subcontractors used at the first request. Mondi shall be entitled, for important reasons, to prohibit the Supplier from using a particular subcontractor and to require its replacement by another. Important reasons include, in particular, a previous negative experience with a performance of the subcontractor for Mondi or non-compliance with the OHS rules on Mondi's premises.
9. Time of performance.
- 9.1. The Supplier shall perform the Contract within the period specified in the Order, otherwise without undue delay after the conclusion of the Contract. In the case of an Order which does not have a specific but only a general deadline (e.g. "June") and which is not to be fulfilled without undue delay (e.g. an Order for planned maintenance), Mondi is entitled to specify the deadline additionally; such deadline shall then be binding on the Supplier from the moment of its communication by Mondi. In the case of delivery of goods, the Supplier shall also notify Mondi of each delivery at least two (2) business days in advance.
- 9.2. All deadlines specified in the Order are binding; any clauses or reservations by the Supplier about the non-binding nature of delivery deadlines are rejected by Mondi. The Supplier acknowledges that any delay or other defective performance of its obligations may have a material impact on Mondi's production and operational activities, in particular with respect to downstream technology and production processes, and may affect the performance of Mondi's obligations to its customers. In the event of an impending default, the Supplier shall immediately inform Mondi, provide the reasons for the default and take effective measures to eliminate the risk of default by the Supplier.
- 9.3. Mondi is entitled but not obliged to accept any partial or incomplete delivery of goods or other performance.
10. Risk of damage to the property, transfer of ownership.
- 10.1. The risk of damage to all goods delivered under the Contract shall pass from the Supplier to Mondi in accordance with the agreed Incoterms delivery terms; if these are not agreed, then upon acceptance by Mondi. The risk of damage to the work shall pass to Mondi upon acceptance of the work.
- 10.2. Mondi acquires ownership of the goods or the subject matter of the work at the moment of the transfer of the risk of damage unless Mondi has already acquired it earlier. If Mondi provides the Supplier with materials, components or other items for the purpose of creating the work, these items, as well as the items created or assembled from them, remain the property of Mondi.
- 10.3. If Mondi provides any items to the Supplier for the purpose of fulfilling the Contract (models, samples, parts, etc.), these items shall remain the property of Mondi and the Supplier shall not acquire any rights in rem, including any right of retention. The Supplier shall keep such items owned by Mondi separate from items owned by itself and shall at the same time physically mark them so that there is no doubt as to Mondi's ownership of such items. At the same time, the Supplier shall not use the items so provided in a manner contrary to the purpose for which they were provided to him, nor shall he further distribute or reproduce them in any way without the prior written consent of Mondi and shall secure them against unauthorised use or publication.
11. Representations and warranties.
- 11.1. The Supplier represents and warrants to Mondi that all materials, works, products, goods and services provided under the Contract:
- conform exactly to all specifications, drawings, descriptions, samples or other data set forth in the Order or handed over to and/or approved by Mondi;
 - are suitable and usable for the intended purpose under the Contract;
 - are of good quality and free from all defects in material and design;
 - are new and not repaired or reconditioned unless Mondi agrees in writing in advance; and
 - are performed to a standard and with professional care consistent with Mondi's current applicable and professional practices, norms and standards;
 - not infringe any patent, utility model, copyright, topography right, trademark, trade secret, or other intellectual property right (collectively, "Intellectual Property Rights"), whether protected by law or contract.
- 11.2. The Supplier further expressly represents and warrants to Mondi that the performance provided will comply with all applicable legislation, in

particular those governing design, manufacture, labelling, safety, health and environmental protection. In particular, the Supplier warrants that the goods or other performance provided will have all necessary certifications, approvals, declarations and permits that are required for its use to its intended purpose in the Czech Republic.

11.3. The Supplier represents and warrants that, prior to accepting the Order, it has satisfied itself with due professional diligence as to (i) the accuracy and completeness of all technical documents and drawings provided by Mondi and that it has brought to the attention any errors, inconsistencies and incomplete data which may impair the proper performance of the Supplier's obligations, and (ii) that the price stated in the Order covers all of its contractual costs for the purpose of providing all performance under the Contract.

11.4. The Supplier warrants that Mondi shall acquire undisputed and unrestricted title to all goods or other performance (including component parts and accessories) free and clear of any liens, rights in rem or other rights of the Supplier or third parties. The Supplier further warrants that Mondi does not need any license to use the goods, work or other result of the performance of the Contract or that such license is transferred to Mondi upon delivery of the goods and is further fully transferable to third parties without the need to incur any additional costs or royalties. In the case of a performance for which Mondi does not become the owner (e.g. lease, sublease, loan for use), the Supplier warrants that the performance will be provided in accordance with applicable legislation and that, in providing the performance and throughout the period of use, it will secure for Mondi all necessary rights and fulfil all necessary obligations so that Mondi may lawfully and uninterruptedly use the performance.

11.5. The Supplier declares that as of the date of conclusion of the Contract, it has valid liability insurance covering damages that may be caused by or in connection with the performance of the Contract (including damages resulting from the Supplier's operational activities) to Mondi, its employees, agents, suppliers, customers and final beneficiaries, with an insurance limit adequate to the subject matter of the Contract, but in any case not less than CZK 5,000,000 per insured event. The Supplier undertakes to keep this insurance in force throughout the period of performance of the Contract and to produce at Mondi's first request the relevant valid insurance policy or certificate of insurance. Failure to arrange for or maintain insurance or to provide proof of insurance constitutes a material breach of the Contract.

12. Quality Warranty.

12.1. Unless otherwise specified in the Order, the Supplier shall provide Mondi with a quality warranty for all performance for a period of 60 (sixty) months from the date of delivery of the performance, in the case of construction deliveries, and 24 (twenty-four) months from the date of delivery of the performance, in the case of other performances (the "Warranty Period"). If the Contract provides for the obligation to carry out tests, the Warranty Period shall commence from the date of the last successful test of the defect-free performance, otherwise from the date of acceptance of the defect-free performance. If, however, the Supplier or another manufacturer provides the performance (part, component part or accessory) that is longer than the Warranty Period under these T&C, the longer Warranty Period shall apply.

12.2. The Supplier warrants that the performance will be free from any quantity, legal and quality defects (including cosmetic defects) on the date of the transfer of the risk of damage and throughout the Warranty Period, i.e. in particular that it will be complete, fit for its purpose, have the agreed characteristics, achieve the agreed performance parameters and meet all legal and contractual requirements for its use. If the characteristics or parameters are not expressly agreed in the Contract, then it shall have the characteristics and comply with the parameters set out in any quotation, technical specification, technical passport or promotional material of the Supplier on which Mondi relied when issuing the Order to the Supplier, otherwise the usual characteristics.

12.3. If Mondi discovers that the performance has a defect and notifies the Supplier of such defect at any time during the Warranty Period, the Supplier shall remedy the defect without any delay. Mondi shall decide how the defect is to be remedied, in particular by (i) repair, (ii) supplying the missing part, (iii) replacement, (iv) granting a reasonable price reduction or (v) withdrawal from the Contract. Mondi shall be entitled to change the choice of the method of remedying the defect; in such case, the Supplier shall be entitled to the proven extra costs related to the change of the method of remedying the defect. In the event of any damage resulting from a defect in the goods, Mondi shall be entitled to claim against the Supplier all damages caused by the Supplier's defective performance.

12.4. The Supplier shall start removing the defect within 24 (twenty-four) hours from the date of its notification and to remove the defect within 7 (seven) calendar days at the latest. In the event that the defect is not remedied within the aforementioned period, Mondi shall be entitled, but not obliged, to arrange for the repair to be carried out by itself or by a qualified third party at the Supplier's risk and expense, without prejudice to the continuation of the quality warranty; if significant damage is imminent as a result of the occurrence of the defect (e.g. if it is a critical defect), Mondi shall be entitled to do so even before the expiry of the aforementioned period. Any further claims of Mondi against the Supplier shall remain unaffected.

12.5. The Warranty Period for repaired or replaced parts of the goods or work shall start anew upon completion of the repair. In the case of other parts which, as a result of the defect, could not be properly used due to the breakdown, the carrying out of repairs or the waiting for the delivery of spare parts, the Warranty Period shall be extended by the period of such interruption.

13. Price, payment terms and invoicing.

13.1. The price under the Contract is agreed as fixed (final) and includes all performance of the Supplier related to the subject of the Contract, whether or not such performance is explicitly specified in the Order, as the case may be, the costs of production of the goods, performance of the work or provision of services, the costs of importing the goods into the Czech Republic, including customs duties and other taxes and fees, the costs of preparation and inspection of documentation, the cost of training of Mondi personnel or the end customer, the cost of packaging, transportation (including loading, unloading, transshipment), insurance, assembly, installation and commissioning, including the cost of transportation and accommodation of the Supplier's personnel, the cost of carrying out tests and trials necessary to verify the functionality of the goods or other technical assistance, and any other performance related to the performance of the Contract. The price shall include all taxes and fees related to the performance of the Contract. The Supplier shall not be entitled to claim an increase in price or payment of remuneration for any additional supplies, performance or extra work without the prior written consent of Mondi. In the event that the scope of the performance is narrowed or reduced in comparison to the Order (so-called lesser or reduced work), for whatever reason, and

unless the Parties agree otherwise, Mondi shall be entitled to a reasonable reduction in the price; provided that if the price is composed of partial unit prices, the total price shall be reduced by an amount corresponding to the sum of the unit prices of those performances that were not provided as a result of the lesser work.

The Supplier shall take account of the reduction in price resulting from lesser work when issuing the invoice for the performance; if it fails to do so, Mondi shall be entitled to pay only that part of the invoiced amount which corresponds to the extent of the performance actually provided.

13.2. All prices and amounts under the Order shall be paid in the currency in which the price of the performance is expressed. The Supplier bears the risk of fluctuations in exchange rates. Unless otherwise expressly agreed in the Order, the Supplier shall not be entitled to demand payment in advance and the price under the Order shall be invoiced upon the later of delivery of all goods, delivery of the work free from defects, provision of all services or successful completion of all prescribed tests. If an advance payment is agreed, late payment of the advance payment shall not entitle the Supplier to postpone the delivery dates under the Contract unless the Supplier has given Mondi written notice and demand for payment of the advance payment within a reasonable additional period.

13.3. The price shall be payable within 60 (sixty) days of the date of due performance to Mondi (including Mondi's acceptance, if required) or performance of the last prescribed test, if agreed, or delivery of the Supplier's proper invoice to Mondi, whichever is later. If the performance exhibits any defects, however minor, Mondi shall be entitled to suspend payment of the full price until the defects have been fully remedied.

Invoicing – work

13.4. On the basis of the MD confirmed by Mondi, the Supplier shall draw up a handover protocol for the relevant Order specifying the work delivered.

13.5. The Supplier shall hand over the handover protocol prepared by the Supplier to Mondi, including the first copy of the assembly or construction logbook or the agreed equivalent of such logbook (hereinafter referred to as the "AL") and its annexes. The handover protocol, confirmed without reservation by Mondi, is a confirmation of the formal acceptance of the performance by Mondi and the basis for the Supplier's invoicing; the handover protocol is an integral part of the invoice and without it the Supplier is not entitled to invoice.

Invoicing – goods, spare parts and raw materials

13.6. The Supplier shall hand over the goods, spare parts or raw materials to Mondi within the period specified in the Order, including the delivery note. The delivery note shall contain at least the number of the relevant Order, the specification of the items to be delivered including material numbers, quantities, etc. A duly completed delivery note shall be the basis for the Supplier's invoicing; if a duly completed delivery note is not submitted to Mondi, the Supplier shall not be entitled to invoice for the delivery of the relevant goods, spare parts or raw materials.

Invoices – service work and services

13.7. On the basis of the AL confirmed by Mondi, the Supplier shall prepare a fact-finding protocol (hereinafter referred to as the "FP") for the relevant Order, structured according to the individual performance of the Order. The FP shall contain all details, in particular the Order number, the procurement number and the Supplier's designation. A template of the FP is available at: <https://bozp.mondisteti.cz/www/en/homepage/documents/purchasing-department>.

13.8. The Supplier's completed and confirmed FP, prepared by the Supplier and filled in in all required points, will be handed over to Mondi, including the first copy of the AL and its annexes, not later than 15 days from the date of technical approval of performance.

Mondi shall arrange for the conversion of the FP into an electronic format – the Performance Record Sheet (hereinafter referred to as "PRS").

13.9. As a rule, Mondi shall deliver the confirmed PRS to the Supplier within 10 business days. The PRS confirmed and handed over by Mondi, on which Mondi's accounting document number is indicated, is a confirmation of formal acceptance of performance by Mondi and the basis for the Supplier's invoicing; the PRS is an integral part of the invoice and without it the Supplier is not entitled to invoice. The date of Mondi's accounting document, as indicated on the PRS, is also the date of formal acceptance of the performance by Mondi and the date of the taxable performance. The period of time between technical approval and acceptance of the performance is used by Mondi to verify whether the performance meets also other than technical requirements.

13.10. In the event that the documents submitted by the Supplier are not eligible for acceptance of performance in the form of an FP, Mondi will inform the Supplier of the need to complete the data or resolve any discrepancies in the documents submitted by the Supplier.

Common terms and conditions for invoicing the price of any performance

13.11. The Supplier shall deliver the invoice to Mondi electronically to the e-mail address uctarna.faktury@mondigroup.com. The Supplier acknowledges that invoices delivered to Mondi by other means or to a different address shall be deemed undelivered. The Supplier's invoice shall state the number of Order of Mondi under which the Supplier has provided the invoiced performance. If the invoice issued by the Supplier does not comply with all the requirements of the applicable legislation (in particular the requirements of a tax document or the requirements pursuant to Section 435 of the Civil Code), if the invoice does not indicate the Order number or if it does not comply with the requirements communicated to the Supplier in advance by Mondi, Mondi shall be entitled to return the invoice issued until its due date and to call the Supplier to issue a new duly issued invoice; in such case, the new due date shall run from the date of issue and delivery of the newly issued invoice.

13.12. In the event of default by Mondi in payment of the price or any amount thereof, contractual default interest shall be added to the amount due at the rate of 12M Euribor applicable on the first day of each calendar quarter, plus four (4) percentage points.

13.13. Payment or other terms and conditions stated on the Supplier's invoice that are inconsistent with the terms and conditions of the Order shall not be valid or effective unless approved in writing by Mondi.

13.14. The Supplier assumes the risk of a material change in circumstances as to changes in exchange rates, price levels of materials, prices of employee and contractor labour, freight rates and the cost of other inputs necessary to perform the Contract.

13.15. By paying the price, Mondi does not in any way declare or confirm the performance for which the price has been paid was duly provided.

14. Rules for safety, hygiene, fire protection, health and environmental protection on the Mondi premises.

General requirements

- 14.1. During the stay in the industrial premises located at Litoměřická 272 and Litoměřická 250, Štětí, Postal code 411 08 (hereinafter referred to as "Mondi Site"), the Supplier undertakes to comply with generally applicable safety, hygiene, fire protection, environmental, health protection and other internal regulations of Mondí. Mondí shall have the right to monitor compliance with these regulations.
- 14.2. For the period of the Supplier's stay in the Mondí Site, the Supplier's obligations in the field of work safety, fire protection and environment are specified, in addition to generally binding regulations, in "Regulation No. 67 - Safety and Technical Performance Terms and Conditions for the Site of MONDÍ Štětí a.s." (hereinafter referred to as "STPTC") and "TOP 3.2.1 - OSHP and FP for External Companies" (hereinafter referred to as "TOP 3.2.1") and the Supplier undertakes to comply with the STPTC and TOP 3.2.1 and all obligations arising therefrom during the Supplier's stay at the Mondí Site.
- 14.3. Mondí hereby expressly notifies the Supplier that the STPTC contains, among other things, provisions on contractual penalties in the areas of occupational health and safety, fire protection and the environment, as well as Mondí's right to withdraw from the contract or terminate the contract without notice in the event that the Supplier breaches its obligation(s) in the areas of occupational health and safety or fire protection or the environment.
- 14.4. The current versions of the STPTC and TOP 3.2.1 are available at:
<https://bozpz.mondisteti.cz/www/en/homepage/documents/health-and-safety/safety-rules>. By accepting the Order, the Supplier confirms that it has read the STPTC and TOP 3.2.1 and understands their contents. The Supplier shall be entitled to request Mondí to deliver the STPTC and TOP 3.2.1 in paper form and Mondí undertakes to deliver the documents in paper form to the Supplier no later than 5 (five) business days from the date of receipt of the Supplier's request.
- 14.5. In connection with the foregoing, by accepting the Order, the Supplier confirms that it has duly understood all of its obligations set out in the STPTC and TOP 3.2.1 and is aware of the consequences of any breach of such obligations, including the obligation to pay contractual penalty and Mondí's right to withdraw from the contract or terminate the contract without notice period.
- 14.6. The Supplier undertakes to prepare safe working practices (hereinafter referred to as "SFP") in accordance with Mondí's instructions before commencing work, briefly describing the course of its activities at the Mondí Site, the possible occupational safety hazards arising from such activities and the measures taken to eliminate them. The Supplier shall provide Mondí with the prepared SFP prior to commencement of performance and shall maintain the SFP throughout the period of performance.
- 14.7. If the Supplier uses technical equipment for its activities, the Supplier undertakes that the equipment is in good order, in appropriate technical condition, that it has demonstrably valid inspections according to all relevant statutory requirements, that it is complete, that it is operated by competent operators in accordance with the equipment manufacturer's instructions.
- 14.8. The Supplier shall equip its employees and all its subcontractors with personal protective equipment according to the occupations, activities and risks at the Mondí workplace.
- 14.9. In the event of an accident to its employee on the Mondí Site, the Supplier shall immediately notify the Mondí representative and the Mondí shift technician (dispatch) and the investigation shall be conducted in the presence of the Mondí representative.
- 14.10. The Supplier undertakes to inform the Mondí representative of all incidents that may potentially affect the quality of wastewater, air and other environmental components, including nuisance components (odour, noise, dust, etc.).
- 14.11. The Supplier shall notify any circumstances that could lead to a threat to the operation or condition of technical equipment and facilities during its activities on Mondí workplaces. However, this warning shall not relieve the Supplier of liability for any damage that may occur.
- 14.12. An employee of the Supplier who observes a hazard that could endanger the health or life of persons and/or cause an operational accident (emergency), or signs of such a hazard, shall, if he cannot remove the hazard himself, stop work and immediately notify the responsible worker who has been entrusted with the management of the work, and shall, as far as possible, warn all persons who could be endangered by the hazard.
- 14.13. The Supplier shall mark the transport and mechanisation vehicles/devices that will be allowed to enter the premises with the company name and contact details of the driver of the vehicle/device. Checks will be carried out at the loading bay by contract security service workers, unmarked vehicles will not be allowed into the Mondí Site.
- 14.14. The Supplier acknowledges that only the driver can be present in vehicles passing through the freight gate (in any direction). All other persons must leave the vehicle in a timely manner and pass through the passenger gateway.
- 14.15. The Supplier shall, at its own risk and expense, arrange and provide for the loading and unloading, distribution and proper storage of all materials and equipment required for the proper delivery of the goods, the execution of the work or the provision of the services.
- 14.16. The Supplier shall be required to have a Work Permit issued for any work that is carried out on Mondí's premises. The Supplier shall carry out the works in accordance with the relevant applicable ČSN standards, technological procedures for the works, relevant internal regulations.

Requirements on the construction site/installation site

- 14.17. Upon entering the Mondí Site, the Supplier shall record its presence, including the number of Supplier's employees, their working hours and place of performance, including each commencement and termination of work or leaving the site, on the control post.

Common provisions

- 14.18. The Supplier shall, at its own responsibility and expense, arrange and provide for the loading and unloading, distribution and proper storage of all materials and equipment necessary for the proper provision of performance. The Parties expressly acknowledge that the Supplier or its subcontractors are the generators of waste within the meaning of the relevant provisions of Act No. 541/2020 Sb., on waste, during the provision of the performance, and, consequently, that Mondí is not the generator of the waste generated in the provision of the performance.

15. Intellectual Property Rights.

The Supplier agrees that all works created by it or in collaboration with third parties in the performance of the Contract or in the development of the materials to be supplied, including all intermediate products and partial versions (hereinafter referred to as "Products"), shall become the exclusive property of Mondí

at the time of creation of the Products (or in the case of copyrightable works, at the time of their capture on a tangible substrate), which shall own all rights, including statutory and intellectual property rights, in the Products. To the fullest extent permissible under applicable legislation, Supplier hereby agrees to grant to Mondi, free of charge (and/or for the minimum value required by law, as applicable), all proprietary and other intellectual property rights in and to the Products that Mondi does not acquire for any reason by virtue of the foregoing.

16. Indemnification.

The Supplier undertakes to indemnify and hold Mondi harmless from and against all (a) claims (regardless of by whom asserted) in respect of harm to natural rights or damage to property arising directly or indirectly from the use, possession or ownership by the Supplier of the goods, performed work or services supplied by the Supplier, and (b) claims, liabilities, losses, damages, costs and expenses (including legal representation costs) arising out of actual or alleged infringement of any intellectual property, statutory or contractual right of a third party in relation to the performance provided under the Contract.

17. Compensation of damage.

17.1. The Supplier shall be liable for any losses, expenses and/or damages suffered as a result of the Supplier's failure to deliver the goods in a timely and proper manner or otherwise in breach of the Contract, including, without limitation, expenses incurred in connection with the purchase of substitute performance or incidental and consequential damages caused by the Supplier's failure or non-performance, including damages and contractual sanctions asserted against Mondi by its customer as a result of the Supplier's failure or non-performance. If there is a contractual penalty agreed in the Contract for breach of the Supplier's obligations, this shall be without prejudice to Mondi's claim for damages against the Supplier.

17.2. Mondi's liability to the Supplier, its employees, agents, contractors or subcontractors for any claim arising directly or indirectly out of or in connection with the Contract shall in no event exceed an amount equal to the price of performance under the relevant Contract. At the same time, Mondi shall be liable only for actual damage; Mondi's liability to the Supplier for lost profits, production losses or other indirect or consequential damages shall be excluded.

18. Confidentiality.

18.1. The Supplier shall keep confidential all documents, data and any other information of a contractual, commercial or technical nature which is/will be provided or communicated to it by Mondi or which it otherwise becomes aware of in connection with the negotiation or performance of the Contract, for an indefinite period of time until such facts become public knowledge. The Supplier shall disclose such confidential information only to those employees of the Supplier who have a necessary need to know such information in order to perform their work within the performance of the Contract, or to persons contractually bound to confidentiality at least to the same extent as the Supplier is bound to Mondi, and that it shall take adequate internal technical measures to prevent the leakage of confidential information in accordance with these T&C.

18.2. In particular, the Supplier shall ensure that it and its contractors, employees, members of its bodies or even other collaborators maintain confidentiality in particular with respect to any prices negotiated or discussed between Mondi and the Supplier, whether pursuant to the Contract or any other agreements entered into or negotiated between the Supplier and Mondi, information regarding orders, technical specifications for deliveries or requests for quotations and other non-public activities relating to Mondi, as well as any information relating to Mondi's upcoming or completed procurements and projects, and shall be treated as a trade secret.

18.3. All drawings, models, templates, patterns and similar items (hereinafter referred to as "Technical Documentation") provided by Mondi to the Supplier shall not be kept available or otherwise made available to unauthorised third parties. This Technical Documentation may only be used within the scope of the agreement with Mondi. No use of this Technical Documentation shall be permitted without the prior consent of Mondi; by transferring the Technical Documentation to the Supplier for the purpose of performance of the Contract or for any other purpose, Mondi does not grant the Supplier any intellectual property right in the Technical Documentation. The Supplier undertakes to hand over the Technical Documentation to Mondi at the end of its cooperation with Mondi or, if not possible, at Mondi's first request, to destroy all paper and electronic copies of the Technical Documentation and not to retain any copy thereof. The Supplier undertakes to treat all non-public technical information of which it becomes aware through its business relationship with Mondi as a trade secret.

18.4. The obligation of confidentiality under this article shall not apply if the Supplier receives express written consent to disclose confidential information to a third party, if the confidential information becomes public knowledge or if the Supplier is obliged to disclose confidential information by order of a court or other public authority; however, the Supplier shall inform Mondi of such a case immediately upon receipt of a request from the competent authority to release the confidential information.

18.5. The Supplier shall only be entitled to use procurements executed for Mondi as a reference with the prior written consent of Mondi.

19. Special provisions for certain contract types.

19.1. If the subject of performance of the Contract consists in the execution of work, the provisions of the T&C shall apply mutatis mutandis, unless otherwise provided in this paragraph. The Supplier undertakes to follow all instructions of Mondi in the performance of the work; however, it shall warn Mondi of the inappropriateness of its instructions, otherwise it shall be liable for damage. The price of the work shall be deemed to be a fixed amount and to include all activities related to the execution of the work, even if not expressly mentioned in the Contract or other materials. However, if the price of the work is set according to a budget, the budget is agreed as binding and the Supplier guarantees its completeness. Unless otherwise expressly agreed in the Order, the Supplier shall not be entitled to require the provision of a deposit. The Supplier shall bear the risk of damage to the subject matter of the work until the handover of the work. The work is performed once it has been completed and handed over. The work is completed if the work is tested to demonstrate its ability to serve its purpose and to achieve the agreed performance parameters; the test must always take place in the presence of Mondi representatives. The work is handed over if Mondi confirms its unconditional acceptance of the work in a written handover protocol; Mondi shall not be obliged to accept the work if the work has any defects, however minor, until they have been completely rectified.

19.2. If the subject of performance of the Contract consists in the provision of services, the provisions of the T&C shall apply mutatis mutandis, unless this paragraph provides otherwise. In providing the services, the Supplier undertakes to follow all instructions of Mondi; however, the Supplier shall notify

Mondi of the inappropriateness of its instructions, otherwise it shall be liable for damages. The price of the services shall be deemed to be agreed as a fixed amount. Unless otherwise expressly agreed, the price of the services shall include all costs incurred by the Supplier in providing the services. The conclusion and performance of the Contract by the Supplier shall not entitle the Supplier to act legally on behalf of Mondi unless the Supplier has received a written power of attorney to that effect.

19.3. Contracts with continuous or recurring performance entered into for an indefinite period of time may be terminated by Mondi upon one-month notice commencing on the date of delivery of the notice of termination to the Supplier, unless Mondi specifies a longer notice period in the notice of termination.

20. Sanctions, export control.

20.1. The Supplier hereby confirms and warrants to Mondi that

a. it complies with all applicable provisions of national and international (re-) export control law (meaning and including but not limited to the (re-) export control rules of the Czech Republic, the European Union ("EU"), the United Kingdom ("UK") and the United States of America ("US") (hereinafter referred to as "Export Controls");

b. 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, hereinafter referred to as "Sanctioned Person"), and no officer or director nor any employee, agent, representative or affiliate of the supplier and its subsidiaries, is a Sanctioned Person;

c. 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, hereinafter referred to as "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;

d. the Supplier shall immediately notify Mondi 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.

20.2. The Supplier undertakes to

a. 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 respective buyer and all business partners of Mondi. The Supplier shall also provide Mondi with the information necessary for Mondi's own Export Controls and Sanctions compliance assessment;

b. indemnify and hold Mondi and any of Mondi's affiliates harmless for and against all damages Mondi might suffer, including, but not limited to, claims, suits, fines or any official procedures raised or instituted against Mondi or any of Mondi's 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.

20.3. Mondi 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.

21. Termination of a Contract.

Mondi may, by giving written notice to the Supplier, terminate a Contract and/or any part thereof or terminate it without notice if

(i) the Supplier breaches any provision of the Contract in a material way, (ii) the Supplier declares that it is unable to perform the Contract, (iii) the Supplier's conduct or other circumstances make it likely that the Supplier will breach the Contract in a material way, and fails to give reasonable security when requested so by Mondi, (iv) a decision (albeit not final) has been made to wind up the Supplier with liquidation or the Supplier has entered into liquidation, and/or (v) the Supplier has been declared bankrupt or the Supplier has filed for insolvency or is the subject of similar insolvency, bankruptcy or compulsory liquidation proceedings under foreign law.

22. Force majeure.

22.1. A Party shall not be liable for a breach of its obligation under the Contract if it proves that it has been temporarily or permanently prevented from fulfilling its obligation by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will and/or actions ("Force Majeure"). However, the Supplier shall not be entitled to invoke Force Majeure for the non-performance of its subcontractor's contractual obligations, even if its subcontractor has been prevented from performing by Force Majeure, as well as for other reasons provided for by law.

22.2. If the Supplier reasonably invokes Force Majeure, it shall be exempted from the obligation to perform the Contract and from the obligation to compensate for damages for breach of the Contract for the duration of the Force Majeure event, to the extent that performance of the Contract is prevented by the Force Majeure event. The Supplier may be released from liability for non-performance of the Contract due to Force Majeure only if it sends Mondi a written notice specifying (i) the type of Force Majeure event that prevents it from performing the Contract and (ii) the obligations under the Contract that it is unable to perform due to the occurrence of the Force Majeure event; it must attach documentary evidence to the notice to credibly prove its claims. The Supplier shall send the notification without undue delay after the occurrence of the Force Majeure, otherwise it shall be released from liability only from the moment the notification is delivered to Mondi.

22.3. The effects of Force Majeure under this article shall be limited only to the extent and for the duration that the Force Majeure event demonstrably prevents the Supplier from fulfilling its contractual obligations. If the Force Majeure event ceases to exist, the Supplier shall inform Mondi in writing and immediately resume performance of the Contract. The Supplier shall at the same time take all measures to mitigate its effects on the performance of its contractual obligations during the duration of the Force Majeure event.

After the Force Majeure event has passed, the Supplier shall make every effort to eliminate or minimise the resulting delay.

22.4. If the Force Majeure event lasts longer than 6 (six) months, each Party shall be entitled to withdraw from the Contract.

23. Common and final provisions

23.1. The Supplier may only assign or otherwise transfer rights under the Contract with the prior written consent of Mondi.

- 23.2. The Supplier is only entitled to set off its claims against Mondi's claims with Mondi's prior written consent.
- 23.3. All notices to be given by either Party to the other Party shall be in writing and shall be sent to the other Party at its registered office address or other address agreed between the Parties and notified to the other Party.
- 23.4. The Contract may be modified, supplemented and amended only by written amendments.
- 23.5. For the purposes of a Contract, any Order, amendment, notice or other writing shall be deemed to be in writing even if it is executed electronically in text form capable of capturing its contents.
- 23.6. If Mondi forgives the Supplier for any breach of a Contract, it shall not forgive any further breach of the same or any other provision of such Contract. Mondi's failure to insist (albeit delayed) on the due and complete performance of any provision of the Contract or the exercise of any of its rights under the Contract shall not be construed as a waiver of any of its rights.
- 23.7. Unless otherwise specified in the Order, all communications, notices, and documents relating to the goods shall be in Czech, Slovak or English.
- 23.8. Any Contract, as well as its validity, interpretation and all matters arising out of or relating to it, shall be governed by Czech law, in particular Act No. 89/2012 Sb., the Civil Code, as amended. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980, Vienna, 160/1991 Sb.) and the United Nations Convention on the Limitation Period in the International Sale of Goods (1975, New York, 123/1988 Sb.) is excluded.
- 23.9. All disputes arising out of and in connection with the Contract shall be decided by the District Court in Litoměřice.
- 23.10. These T&C shall apply to all Orders placed by Mondi from 1st November 2023.

Signed:

MONDI Štětí a.s.