

General Terms and Conditions of Sale

for goods and services supplied by

Papierfabrik Louisenthal GmbH (hereinafter: "PL")

1 Scope

All supplies of goods and services by PL are provided solely on the basis of these Terms and Conditions of Sale. The purchaser's general terms of trading shall not apply even if these are not rejected.

2 Scope of Supplies and Services; Scheduled Dates

- 2.1 Partial deliveries are admissible unless they cannot be reasonably considered acceptable by the purchaser.
- 2.2 Delivery obligation to the purchaser is subject to correct and timely delivery to PL by its suppliers.
- 2.3 Agreed periods and scheduled dates for the supply of goods and/or services are not deemed to be binding unless the purchaser complies with its own obligations and responsibilities ("*Obliegenheiten*"), in particular any obligations to co-operate. Otherwise the delivery periods may be extended as appropriate; this does not apply if the delay is due to negligence or deliberate action by PL.
- 2.4 Deliveries are provided Free Carrier (FCA) (Incoterms 2020) PL's delivery warehouse. If the purchaser is in default of acceptance, the risk shall pass to the purchaser upon the occurrence of the default of acceptance.
- 2.5 In case of delay the purchaser is entitled to rescind the contract provided that PL is responsible for the delay, the purchaser has granted a reasonable extension period with warning of rejection of the goods or services after such period, and PL willfully or negligently does not perform within this extension period.
- 2.6 The purchaser shall bear the costs for the disposal of the delivery item(s) and for taking back of transport and sales packaging by PL. This shall also apply insofar as PL is legally obliged to take back such packaging.
- 2.7 Operating instructions and other user information are provided in German or English unless otherwise expressly agreed in writing.
- 2.8 PL is entitled to use subcontractors for all deliveries and services; PL's liability to the purchaser remains unaffected.

3 Duty of the Purchaser to Cooperate

- 3.1 It is the responsibility of the purchaser to provide all the resources necessary for the use of the delivery items which PL has not expressly undertaken to supply, and to provide PL with all the information necessary for the performance of the contract.
- 3.2 All documents, data storage media, materials, or other items of whatever kind that are to be provided by the purchaser must be delivered to PL carriage paid. Any notice of receipt issued by PL is without engagement for the quantity, regulatory compliance, suitability or intactness of the items provided by the purchaser. To the extent necessary, the items provided by the purchaser may be made available to any third parties to which PL has assigned the supply of goods and/or services for the performance the contract.
- 3.3 PL may exercise a right of retention with respect to any items provided by the purchaser until all due accounts receivable under the business relationship have been discharged in full. Section 9.6 below shall apply mutatis mutandis.

4 Rights of Use, Third-party Rights, Business Secrets

- 4.1 Unless otherwise expressly agreed, after full payment of the purchase price the purchaser is granted a non-exclusive right to use the software and/or firmware included in or delivered with the goods. The delivered goods may contain functions/features using software and/or firmware not mentioned in the product specification that are technically blocked upon delivery. Unlocking of and permission to use such software and/or firmware are not subject matter of these Terms and Conditions of Sale, and require an explicit End User License Agreement to be concluded in the course of a separate ordering process.

Software delivered by PL may include (open source or proprietary) third party software. Such software will be subject to special license terms communicated by PL which, in the event of a conflict, will prevail over conflicting contract terms. PL's legal responsibility with respect to defects of such third party software shall be limited to passing on the information or code made available by the third party software provider with respect to such defects and/or the resolution thereof.

- 4.2 The purchaser may not lend, lease or make the software otherwise available to third parties. Unless explicitly agreed or necessary within the contractual use, the purchaser may not duplicate, adapt, convert, or translate the software, either in full or in part, without PL's prior express agreement. Nor may the purchaser disassemble, decompile or reconstruct the software or employ any other measures for the purpose of discovering the source code or acquiring other information relating to the origination or production of the software, unless such actions are indispensable to obtain information needed for establishing interoperability between an independently created computer program and the software, and such information has not been made available to the purchaser by PL within a reasonable period of time despite submission of a written request.
- 4.3 The purchaser may not duplicate, translate, adapt or convert the software for the purpose of correcting faults unless PL fails to carry out such correction within a reasonable extension period set by purchaser with warning of rejection of the goods. A back-up copy is only allowed in as far as it is necessary for future use of the software.
- 4.4 If a third party brings a legitimate claim against the purchaser on the grounds of an infringement of industrial property rights and/or copyrights (together: "property rights") by the goods and/or services supplied by PL, PL is liable to the purchaser as follows:
 - a) PL will, at its own expense, secure for the purchaser a right to use the goods and/or services supplied according to contract. If this is not possible on economically reasonable terms, PL will, at its discretion, either alter the supplies and/or services in such a manner that the property right is no longer infringed, or provide supplies and/or services which do not infringe the property right or reverse the supplies and/or services and refund payments made to PL in this respect.
 - b) PL's obligations as set out in a) above apply only on condition that the purchaser notifies PL immediately in writing of any claim lodged on the grounds of infringement of property rights, does not acknowledge such infringement and conducts or settles any disputes, including out-of-court settlements, only in agreement with PL.

The purchaser has no claim as far as the infringement of property rights arises from the purchaser's special requirements or from the fact that the goods and/or services were modified without PL's consent or used together with hardware or software that were not supplied by PL and the infringement of property rights results from this combination of hardware or software.

The above provisions constitute the whole of PL's obligations in this respect. Except as provided in Section 6 below, no further liability beyond this is accepted. The purchaser's right to withdraw from the contract in the event of PL's default remains unaffected thereby.

- 4.5 The purchaser must not observe, examine, disassemble or test the deliveries to gain access to PL's business secrets. With respect to software Sections 4.2 and 4.3 shall exclusively apply. PL trade secrets of which the purchaser becomes aware must be treated confidentially, and may neither be used nor disclosed to third parties without express signed, written approval from PL.
- 4.6 Notwithstanding any confidentiality agreements PL may evaluate any feedback from purchaser on PL's deliveries and services, the purchaser's usage behaviour and all data transmitted or generated in connection with

the use of the deliveries and services and to use such data after anonymisation as well as the result of the evaluation for the improvement and (further) development of its product and service portfolio (e.g. by training AI algorithms).

5 Warranty

- 5.1 PL warrants that goods and services will comply with the specifications contained in PL's offer. In the event that an order confirmation issued by PL deviates from the specifications in the offer, the specifications contained in the order confirmation shall prevail. An obligation to update digital delivery items provided on a one-off basis or for the supply of spare parts for delivery items after their warranty has expired shall only exist if and to the extent that such an obligation has been expressly agreed.
- 5.2 Defective goods and/or services will be, at PL's option, repaired, replaced or reperformed free of charge. Non-reproducible software errors shall not constitute defects. The same applies to insignificant disparities or impairments that do not appreciably affect the functionality and value of the delivery.
- 5.3 The purchaser must in each case and without undue delay inspect the goods and or verify the services including any preliminary and/or intermediate products sent for correction and report any defects to PL without undue delay; otherwise, recognised or recognisable defects shall be deemed to have been approved. Claims on the grounds of defects recognisable during appropriate inspection are only permissible within one week of receipt. In the case of hidden defects that are not detectable on immediate inspection, the complaint must be filed within one week after the defect has been discovered.
- 5.4 Warranty claims, including remedies mentioned in Section 5.5, fall under the statute of limitations 12 months after delivery or service provision. Claims must be sent to PL in writing, describing the defect and giving any information that may be useful for its identification.
- 5.5 PL must be granted reasonable time and opportunity to rectify the defects ("*Nacherfüllung*") (repair, replacement delivery or replacement service). The purchaser must support PL to the extent of its capabilities in this respect. To the extent that the purchaser does not comply with these obligations PL is released from its obligation to remedy the defects. PL shall bear the necessary expenses for the remedy of the defects, in particular transport, travel, labour and material costs. Transport and travel costs shall only be covered up to the original place of delivery. PL shall only be liable for removal and installation costs and, in the event of resale, for the expenses that the purchaser has to bear in relation to its own customers as part of the remedy of the defects, if PL cannot prove that the defect is not imputable to PL's negligence or wilful misconduct. The exclusions and limitations of liability in Section 6 shall apply.
- 5.6 In the event that the remedy of the defects fails, is unreasonable or is refused, the purchaser may either withdraw from the contract or demand an appropriate reduction of the remuneration. The same shall apply if PL refuses the remedy on account of disproportionate expenses. PL shall be granted two attempts to rectify the defects, provided that these can be completed within a reasonable period of time.
- 5.7 In the event of a rectification of defects, the statute of limitations shall not begin to run anew. In such case, the limitation period for the notified defect shall end no earlier than three months after completion of the remedy of the defects or refusal of further remedy attempts.
- 5.8 Purchaser shall have no further warranty claims against PL or such persons as it employs for the purpose of performing the agreement; however, Section 6 below remains unaffected.

6 Liability

- 6.1 PL assumes liability for damage or loss sustained by the purchaser only to the extent that PL or any person employed by PL in the performance of its obligations has acted in gross negligence or deliberately.
- 6.2 PL shall also be liable, up to the amount of the typically foreseeable damage or loss, for such damage or losses that PL or such persons as it employs for the purpose of performing the agreement may cause in breach of an essential contractual obligation.

- 6.3 In the event of simple negligent breaches of essential contractual obligations, PL shall be liable under and in connection with the relevant contract up to a maximum of one and a half times the net contract value (total net sum at the time of contract conclusion).
- 6.4 This limitation of liability shall apply with regard to all claims for damages, on whatever legal basis, in particular also with regard to claims based on pre-contractual or accessory obligations. It also applies to any obligation on the part of PL to reimburse wasted expenditure ("*Ersatz vergeblicher Aufwendungen*"). However, it shall not limit mandatory liability under product liability law, liability for intentional or negligent injury to life, body or health, or liability from the assumption of an unlimited guarantee (Section 6.5) or of a procurement risk.
- 6.5 Guarantees ("*Garantien*") that result in strict (independent of fault), unlimited liability always require an explicit declaration by PL. Phrases such as 'assure', 'guarantee', 'represent' are only quality agreements resulting in a subsequent performance obligation, but do not constitute unlimited guarantees.
- 6.6 If PL is late in supplying goods or services, the purchaser may claim damages resulting from such delay amounting to no more than 1% of the remuneration per full week of the delay up to a maximum amount of 5% of the remuneration (Section 8) for the delayed delivery. No further compensation claims arising from delay shall be accepted. This does not apply where PL is liable for intent or gross negligence. Similarly, the purchaser's right to rescind the contract in accordance with Section 2.5 shall remain unaffected.
- 6.7 Notwithstanding Section 6.4, 3rd sentence, to the extent that any claims for damages of the purchaser against PL rest on culpable negligence on the part of PL or of persons employed by PL in the performance of its obligations, these claims fall under the statute of limitations 12 months after origination of the claim. Claims arising out of tort remain unaffected.

7 Contract impediments

- 7.1 Contract impediments within the meaning of this provision are natural disasters or other incidences of force majeure, legal or government restrictions, embargoes, non-issue of export licenses, confiscations, riots, insurgencies, political actions, war, terrorist attacks, fire, explosions, floods, lockouts or strikes, shortages of raw materials or energy and cases in which the cause is outside the reasonable control of the affected party, making it unreasonably difficult or impossible for this party or any of its suppliers or subcontractors to comply with the provisions of this contract.
- 7.2 Neither party shall be held responsible for damage or loss caused by contract impediments. Instead, the performance obligations shall be suspended for the duration of a contract impediment and agreed performance deadlines shall be extended as appropriate.
- 7.3 Should a contract impediment last longer than 90 (ninety) days, each party may, absent a mutually-agreed modification of the contract, terminate the contract at any time by written notice to the other party. The customer shall pay PL for the services rendered prior to termination and reimburse any expenses incurred.

8 Prices and Terms of Payment

- 8.1 Remuneration claims by PL shall be due and payable without fees 14 days after date of invoice (date on which the PL account is credited shall be decisive). PL may bill for agreed partial deliveries.
- 8.2 Unless expressly agreed otherwise, prices are stated in Euro (EUR), exclusive of the statutory Value Added Tax applicable at the relevant time. In cross-border transactions, the purchaser shall pay all customs duties, taxes, levies and fees incurred outside Germany in respect of the delivery or service, regardless of whether the purchaser or PL is the debtor of such tax etc. If the purchaser is obliged to withhold tax, this may not reduce the amount to be paid to PL. In this case, a correspondingly higher price shall be deemed to have been agreed.
- 8.3 The purchaser may not offset or assert a right of retention against any claims of PL unless the purchaser's counterclaim is undisputed or has become unappealable.

9 Retention of Title

- 9.1 PL retains title to supplied goods until the full purchase price has been paid (hereinafter: goods supplied under retention of title). The reservation of title

applies also to all accounts receivable of PL against the purchaser arising out of their business relationship already accrued at the time of conclusion of the contract.

- 9.2 The purchaser must keep the goods supplied under retention of title in safe custody for PL with the due care and diligence required by good business practice, and must insure them at its own expense for an adequate amount against damage by fire, theft, water, and third party risk.
- 9.3 PL authorises the purchaser to resell and to process the goods supplied under retention of title in the normal course of business. This authorization may be revoked at any time.
- 9.4 In the event of seizure of the goods supplied under retention of title by third parties, purchaser must make PL's ownership known and notify PL immediately in writing.
- 9.5 If the goods supplied under retention of title are inseparably commingled with other property items not belonging to PL, PL acquires a share in the ownership of the new property item that is equal to the ratio of the value of the retention of title goods to the value of the other commingled property item at the time of commingling. If commingling takes place in such a way that the purchaser's property item is to be regarded as the principle property item, it is agreed that purchaser will assign co-ownership to PL on a pro rata basis. The purchaser will hold such ownership or co-ownership in safe custody for PL.
- 9.6 In the event that the realisable value of the assets under the retention of title exceeds the total amount payable by the purchaser to PL by more than 20percent, PL shall, at the purchaser's request, release assets (at PL's discretion) from the retention of title up to the total amount payable.

10 Export

- 10.1 If the purchaser sells any deliverables provided by PL (i.e., goods and/or parts thereof and/or services) to third parties, the purchaser shall comply with all instructions from PL and all applicable national and international (re-)export control and foreign trade regulations, in particular those of the Federal Republic of Germany and the European Union.
- 10.2 The purchaser may not directly or indirectly sell, export or re-export goods or parts thereof supplied under or in connection with these GTC which fall within the scope of Article 12 g of Council Regulation (EU) No. 833/2014 or Article 8 g Council Regulation (EU) No. 765/2006 to the Russian Federation and/or Belarus or for use in the Russian Federation and/or Belarus.
- 10.3 The purchaser shall use its best endeavors to ensure that the purpose of Sections 10.1 and 10.2 is not frustrated by third parties in the further chain of trade, including potential resellers.
- 10.4 Any breach of Sections 10.1, 10.2 or 10.3 shall constitute a material breach of the GTC, entitling PL to take appropriate remedial action, including but not limited to immediate termination of the relevant agreement.
- 10.5 The purchaser shall inform PL immediately of any problems in the application of Sections 10.1, 10.2 or 10.3, including all relevant activities of third parties that could frustrate the purpose of the aforementioned Sections.

11 Miscellaneous

- 11.1 The parties shall comply with all relevant national and international laws. In addition, the purchaser shall keep up to date with PL's Code of Conduct, which is available at <https://www.gi-de.com/de/>.
- 11.2 PL may assign or transfer, by operation of law or otherwise, the agreement, or any of its rights and/or obligations under the agreement, to any third party, insofar as such third party is directly or indirectly controlled by PL by way of majority of capital stock or majority of voting rights.
- 11.3 Divergent or supplementary provisions, side-agreements or modifications to the agreement are only effective when done in written form. In particular, declarations and agreements within the meaning of sections 2.7, 4.1, 4.2, 6.5 are only effective if they are agreed in writing. All of these requirements of written form are also considered satisfied by the electronic transmission of documents that have been signed by hand and then scanned or that have been signed by way of an electronic signature. The use of email or messaging services (e.g. Microsoft Teams chat) on its own does not constitute a written form.

11.4 Place of performance and exclusive place of jurisdiction is Munich. PL reserves the right to bring action against the purchaser at purchaser's general place of jurisdiction.

11.5 The law of the Federal Republic of Germany shall apply, without its rules for choice of law. The UN Convention of April 11, 1980, on the International Sale of Goods (CISG) shall not apply. These General Terms and Conditions of Sale are to be construed under German law paying regard to the use of English as language of convenience only, without recourse to any other law.