

Mondi Group

General Terms and Conditions of Purchase

(US Version)

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1. General. Unless expressly agreed otherwise in writing, only the following general terms and conditions of purchase (this "Agreement") shall apply to all orders, transactions and delivery requests of companies within the Mondi Group, supplier's fulfillment of any such orders, transactions and delivery requests shall be deemed acceptance of this Agreement, and deviating terms or conditions shall not apply (even if Mondi Group does not expressly contradict them). "Mondi Group" shall mean any company directly or indirectly controlled by Mondi Plc (or any of Mondi Plc's legal successors and the legal successor of any of these companies). Amendments and additions as well as differing conditions of sale and supply require the prior written consent of Mondi Group. An electronic signature of authorized signatories shall be deemed to be original signatures complying with the requirement to be in writing, will be valid and binding, and have the same legal effect as delivery of an original executed copy. The acceptance of deliveries or services or payment shall not constitute consent to differing conditions of sale and supply of Mondi Group's suppliers.

2. Orders. Orders, transactions and delivery requests as well as amendments/additions must be made in writing. Mondi Group shall be entitled to annulment of the order at any time prior to their explicit acceptance in writing. Within an existing business relationship delivery call-offs shall be binding for the supplier provided that the supplier does not reject them within 5 days. To the extent, supplier rejects the delivery within the 5 day period Mondi Group shall not be liable for any non-delivery of goods and the exclusive remedy shall be at Mondi Group's sole option.

3. Delivery. Whether or not a delivery is on time shall be determined by the time of receipt at the delivery point specified by Mondi Group, for deliveries including setup/assembly as well as services the time of acceptance shall be relevant. The supplier has to inform Mondi Group without delay about any foreseeable delay of a delivery or a service or about any deviation from the agreed quality respectively and has to obtain Mondi Group's decision. Mondi Group's acceptance of a delayed delivery/service shall not constitute a waiver of any rights of the Mondi Group, in particular but not limited to damage claims. Partial delivery of the quantity of products ordered in a single purchase order shall not be permitted, unless Mondi Group expressly agreed to them.

If required to protect the goods from deterioration or destruction or generally prevent damages in this connection, the supplier will provide appropriate instructions regarding the storage, transport and handling of the goods sufficient time ahead of delivery.

4. Force majeure. "Force Majeure" shall mean any of the following circumstances beyond the reasonable control of, and unforeseeable for, the party affected thereby: acts of war (declared or undeclared) or terrorism, riot, flood, or other natural disaster, general strike, pandemic, epidemic, mandatory laws or regulations. If a party is hindered to fulfil its contractual obligations due to Force Majeure, the affected party shall notify the other party thereof without delay and the contractual obligation shall be postponed until the lapse of Force Majeure if no circumvention of the impairment due to Force Majeure is possible. Where the duration of the impediment invoked under this Article 4 exceeds 2 weeks, Mondi Group shall be entitled to cancel all open orders by giving written notice with retroactive effect.

5. Price, delivery, transfer of risk and ownership. In the absence of any other agreement, prices are free at the specified delivery point (DDP Incoterms 2020), including packaging. Supplier has to carry any costs due to or in connection with the import of the goods, in particular, but not limited to, value added tax (VAT). Mondi Group decides on the mode of transportation. As far as possible and permitted, Mondi Group is entitled to undertake the disposal of waste packing materials and charge these costs to the supplier. The supplier shall otherwise regularly collect packing from Mondi Group at its own cost, as agreed.

The transfer of risk takes place according to the agreed Incoterms. The transfer of ownership and title takes place upon delivery of the goods at the specified location and at the moment of the transfer of risk unless Mondi Group has already acquired ownership earlier. Retentions of title for the benefit of the supplier are not accepted.

6. Declaration of dispensation If the supplier participates in a nationwide packaging disposal system in Austria (such as ARA = Altstoff Recycling Austria), the following binding declaration has to be included not only in the offer but also in each delivery note and invoice: "The packaging of all listed goods is released under licence number [...]. Mondi Group will not acknowledge any additional charges or costs, such as deposits or disposal costs. If the supplier fails to make such declaration, it has to collect or take back the packaging material; if the supplier does not meet this obligation, Mondi Group shall be entitled to have the disposal effected by a third party at risk and costs of the supplier.

7. Payment. Unless agreed otherwise, payment shall be made 90 days net without any discount. The payment period shall commence as soon as the delivery or service has been completed in its entirety, and has, where necessary, been formally accepted by Mondi Group and Mondi Group has received the properly formulated invoice.

Payment does not indicate acceptance of the delivery or service as being in accordance with the contract. Invoice duplicates shall be marked as duplicates. Unless agreed otherwise and not including Mondi Group, if the other party is in default with payment of any amount due, it shall pay default interest at a rate of 5 percent p.a., calculated daily and compounded monthly. Supplier shall perform the obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed, due, or payable, whether under this Agreement or applicable law.

8. Guarantee. Unless explicitly otherwise agreed, the guarantee period shall be 36 months. The supplier guarantees the first-class quality of the deliveries/services and that they will be merchantable and fit for the purpose for which they are intended to be used and comply with the agreed and generally expected specifications during the entire guarantee period. The supplier further guarantees that the delivery/service will be state of the art and comply with all applicable laws and regulations, in particular those governing design, manufacture, labelling, safety, health and environmental protection. The supplier further guarantees that the deliveries/services are free of any liens or encumbrances, other adverse claims of ownership and claims of infringement on intellectual property rights. In case of defects, notwithstanding any other rights Mondi Group might have, Mondi Group shall be entitled to request, at its discretion, either replacement delivery, rectification of defects or an adequate price reduction.

The supplier shall bear any necessary costs if overall control measures exceed usual goods inward control measures, due to faulty deliveries. In urgent cases (e.g. to avoid interruption of

production) Mondi Group shall be entitled to rectify the defects, at the supplier's expense and without prior notice. The supplier shall bear the costs and risk of returning defective delivery items.

9. Inspection. Mondi Group shall have the right, however, not be obliged, to inspect all deliveries/services before shipment and after arrival at any shipping destination. Mondi Group may reject any and all deliveries/services that do not conform to any applicable plan, specification or description.

10. Intellectual property. The supplier guarantees that the products delivered do not infringe or misappropriate any rights of third-parties, including, but not limited to, intellectual property or proprietary rights. The supplier shall in particular indemnify, defend, and hold harmless, Mondi Group against claims, actions, losses, damages, liabilities, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or occurring in connection with intellectual property infringements or misappropriation claims and the supplier shall, in particular, but not limited to, assume the legal defense costs, including both court and reasonable lawyer fees as well as costs for out of court consulting and representation. If Mondi Group is prohibited from manufacturing and/or supplying due to intellectual property infringements, the supplier shall compensate Mondi Group for any damages which have arisen from such claims and either acquire a license from the holder of the intellectual property rights or take back the goods supplied. Further, if supplier is unable to acquire a license from the holder of the intellectual property rights, the supplier expressly agrees, upon Mondi Group's written demand, to provide substitute deliveries/services of equal or better quality.

The supplier agrees that all works and intellectual property created by it or in collaboration with third parties in the performance of this Agreement, any contract, order or any other transaction or in the development of the materials or services to be supplied to Mondi Group, including all intermediate products and partial versions (hereinafter referred to as "Products"), shall become the exclusive property of Mondi Group 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) and Mondi Group shall own all rights, including statutory and intellectual property rights in the Products. To the fullest extent permissible under applicable legislation, supplier hereby assigns and grants Mondi Group, all right, title, and interest in and to the Products.

11. Product liability, insurance. During the term of the Agreement, the supplier bears product liability in connection with defects of products delivered. The supplier shall bear all costs and expenditures resulting therefrom, including costs of a possible lawsuit or necessary repair/recall actions and shall take out adequate product liability insurance. The supplier, at its own expense and as of the date of conclusion of the respective contract, has to take out valid commercial general 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 Group, its employees, agents, suppliers and/or customers, with an insurance limit adequate to the subject matter of the respective contract.

12. Providing of materials. Materials or parts provided by Mondi Group shall remain the property of Mondi Group. They may only be used as agreed. The processing of materials and the assembling of parts is carried out on our behalf.

13. Tools, forms, patterns etc. Tools, forms, patterns, models, profiles, drawings, designs, test requirements, standard specifications, templates, technical data and training material provided by Mondi Group, along with items subsequently manufactured constitute Mondi Group's property and/or trade secrets and shall not be passed on to third parties without Mondi Group's written consent, nor be used, disclosed or copied for purposes other than those agreed unless authorized by Mondi Group. They shall be secured against unauthorized inspection and use. With further rights being reserved, Mondi Group shall be entitled to demand their return, if the supplier breaches its duties.

Any documents provided by Mondi Group are provided "as is" without any technical examination. The supplier represents and warrants that, prior to accepting the respective 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 Group 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 respective order.

14. Subcontractors. If the supplier provides the performance by engagement of subcontractors, it shall provide Mondi Group with a list of the subcontractors in advance. Mondi Group is 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 Group or non-compliance with the safety rules or mandatory laws.

15. Confidentiality. The terms and conditions of this Agreement and the transactions contemplated hereby and all non-public, confidential, or proprietary information of Mondi Group, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, or any information disclosed by Mondi Group, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement are confidential, solely for the purpose of this Agreement and the transactions contemplated hereby, and may not be disclosed or copied unless authorized by Mondi Group. This Section shall not apply to information that is in the public domain or legitimately known to the supplier in other ways at the time of disclosure; or rightfully obtained by supplier on a non-confidential basis from a third party. The supplier shall not make any information obtained from Mondi Group available to third parties, during or after the business relationship, and shall only use it for the implementation of orders that have been placed.

Products manufactured according to any designs of Mondi Group, such as drawings and models, or confidential specifications or tools (including tools manufactured under license), may neither be used by the supplier himself, nor offered or supplied to third parties. The confidentiality obligations hereunder shall survive the termination or

expiration of the Agreement for a period of five (5) years; provided that with respect to confidential information that constitutes a trade secret under applicable law, the rights and obligations set forth in this Agreement shall survive the expiration or earlier termination of this Agreement until, if ever, such confidential information loses its trade secret protection other than due to an act or omission from the supplier. Mond Group shall be entitled to injunctive relief for any violation of this Section. To the extent the supplier or any of its approved subcontractors is required by law to disclose any confidential information of Mond Group, supplier shall promptly notify Mond Group in writing of any such request or requirement (unless such notice is prohibited by law), so that Mond Group may seek a protective order or other appropriate remedy, or, in Mond's sole discretion, waive compliance with these terms. If no such protective order or other remedy is obtained or if Mond Group waives compliance with these terms, supplier agrees to only disclose that portion of the confidential information legally required to be disclosed.

16. Indemnification, compensation for damages. The supplier undertakes to indemnify and hold Mond Group harmless from and against all claims, demands, actions, causes of action, third party claims, damages, or penalties, including reasonable attorney fees, resulting from or arising by reason of (i) death or injury to any person or loss or damage to any property; or (ii) the release or threatened release of any hazardous substance, pollutant, contaminant or other regulated material (whether at the site or any other location) arising from any acts or omissions of the supplier.

The supplier shall, without limitation, 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/or proper manner or otherwise in breach of contract, including, without limitation, expenses incurred in connection with the purchase of substitute products or performance or incidental and consequential damages caused by the supplier's performance or non-performance, including damages asserted against Mond Group by its customers. If there is a contractual penalty agreed in the respective individual contract for breach of the supplier's obligations, this shall be without prejudice to any claims for damages against the supplier.

17. Spare parts for discontinued batch requirements. The supplier shall commit to supplying, at reasonable prices, spare parts for a duration of at least 10 years after series production shipments have ceased.

18. Assignment of accounts receivable. Assignment of receivables shall only be allowed upon Mond Group's prior written consent.

19. Place of jurisdiction, applicable law. This Agreement, including the interpretation and enforcement thereof or of any term or condition thereof, and any dispute and the resolution of any dispute under the Agreement, shall be governed by the law of the State of New York without regard to any conflicts of laws provisions thereof that would result in the application of the law of any other jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The supplier and buyer each consent and submit to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York or, if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York in New York County, for any litigation or proceeding under or related to this Agreement, waiving any objections to personal jurisdiction or improper or inconvenient forum or venue.

20. Speakout. In case of concerns about any behaviour or activities that may conflict with Mond's corporate commitment to ethical business practice and conduct, SpeakOut - Mond's confidential reporting tool may be used. SpeakOut tool is a free, safe and confidential service for business partners, employees or other stakeholders of Mond, managed by an independent third party. The reporting tool SpeakOut may be accessed either via web link [mondigroup.speakup.report/mondigroup](https://www.mondigroup.com/globalassets/mondigroup.com/about-mond/our-suppliers/mond-general-supplier-quality-requirements-en.pdf) via phone numbers specific for each country or via the mobile app SpeakUp Listen for a change. Further information regarding the SpeakOut tool and all contact details are available on the Mond Group website in the "SpeakOut" section (<https://www.mondigroup.com/investors/corporate-governance/speakout/>).

All concerns and incidents reported will be treated seriously and in the strictest confidence.

21. General Supplier Quality Requirements and Code of Conduct for Suppliers. The supplier shall comply with all requirements as provided in the "General Supplier Quality Requirements" ("GSQR") of Mond as available under: <https://www.mondigroup.com/globalassets/mondigroup.com/about-mond/our-suppliers/mond-general-supplier-quality-requirements-en.pdf>. The supplier shall also comply with the requirements stated in "Mond's Code of Conduct for Suppliers" (including all Mond policies linked therein, in particular, but not limited to, the Mond Business Integrity Policy) as available under: https://www.mondigroup.com/globalassets/mondigroup.com/about-mond/our-suppliers/new-codes-of-conduct/mond-code-of-conduct-for-suppliers_en.pdf

22. Sanctions and Export Control Compliance.

The supplier confirms that:

- the supplier, its affiliates, subsidiaries, respective directors and officers and their respective employees, are acting in compliance with all applicable EU / US / UK sanctions (meaning any economic or financial sanctions laws, export control laws, regulations or trade embargoes imposed, administered or enforced by the EU, US or UK – "Sanctions") and are not engaged in any activity that would reasonably be expected to result in the supplier and/or Mond Group being designated as a Sanctioned Person (meaning any person or entity that is listed on any EU / US / UK sanctions list or owned or controlled by such person or entity – "Sanctioned Person") or otherwise violate any Sanctions;
- neither the supplier nor any of its affiliates is, or is owned directly or indirectly or controlled by, a Sanctioned Person, and no officer or director nor any employee, agent, representative or affiliate of the supplier and its subsidiaries, is a Sanctioned Person;
- the supplier will inform Mond Group immediately in writing if the supplier, and/or any of its affiliates or subsidiaries, becomes a Sanctioned Person.

The supplier undertakes to

- make itself sufficiently aware of the facts relevant for compliance with 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 Mond Group. The Supplier shall also provide Mond Group with the information necessary for Mond Group's own Sanctions compliance assessment; and

- indemnify and hold Mond Group and any of its affiliates harmless for and against all damages Mond Group might suffer, including, but not limited to, damages, losses, liabilities, claims, suits, fines, penalties or any official proceedings raised or instituted against Mond Group or any of its affiliates, in connection with acts or omissions of the supplier or any of its affiliates that may arise out of or in connection with supplier's breach of any Sanctions.

Mond Group 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 Sanctions.

23. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Assignment. Supplier shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without prior written consent of Mond Group.

25. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

26. Survival. Subject to the limitations and other provisions in this Agreement: the intellectual property, confidentiality, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or termination of this Agreement.

26. Waiver. Either party's failure or delay to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party from thereafter enforcing each and every other provision of this Agreement.