



Mondi Birmingham Limited

General Terms and Conditions of Sale

1. Scope

These General Terms and Conditions of Sale ("GTC") shall govern the supply relationship between the parties. Any terms of the customer regardless of any specific or general conditions, which may appear on the purchase order, or other documents of the customer are hereby expressly excluded unless confirmed by written notice. The "Order" means a purchase order placed by a customer, natural person, corporate or incorporated body (whether or not having separate legal personality (a "person") acting for purposes relating to that person's trade, business, craft or profession (and excluding any Consumer within the meaning of the Consumer Rights Act 2015) (hereinafter "Customer") for the purchase of goods (hereinafter "Goods") from Mondi on the terms of these GTC, which, once accepted by Mondi in writing forms a contract ("Contract") between the Customer and Mondi. The Contract shall incorporate the terms of these GTCs in full. "Mondi" shall mean the respective company within the Mondi group selling or offering Goods to the Customer. "Mondi Group" shall mean any company directly or indirectly controlled by Mondi plc (or any of Mondi plc's legal successors). For the avoidance of doubt, "control" is constituted by rights, contracts or any other means which confer the possibility of exercising decisive influence on Mondi, in particular by ownership or the right to use all or part of the assets or rights or contracts which confer decisive influence on the composition, voting or decisions of the organs of Mondi. Controlling persons are holders of the rights or persons entitled to rights under the contracts concerned, or while not being holders of such rights or entitled to rights under such contracts, have the power to exercise the rights deriving therefrom. "Affiliate(s)" means all of the respective parties' present and future, direct and/or indirect subsidiaries or other companies worldwide which are controlled by the respective party, or which are under common control with the respective party, or companies which control the respective party, worldwide.

2. Offer, Information, Conclusion

Quotes or invitations to treat by Mondi are not binding. Mondi reserves the right to withdraw or revise a quote at any time prior to Mondi's acceptance of the Customer's Order. The Order shall become legally binding only once Mondi has confirmed it in writing. Once the Order has been confirmed, it can only be modified by mutual agreement in writing (Section 14).

Any quality data or information contained in data sheets, brochures and other oral or written information is for information purposes only and not legally binding and should not be relied upon unless confirmed by Mondi in writing.

3. Prices, Terms of Payment, Delay, Set Off

Except as set out in these GTCs or agreed by the parties in writing, "DAP" (Delivered at Place according to Incoterms 2020) is agreed for the Contracts. Prices are inclusive of delivery charges. Prices do not include packing charges, transport costs and expenses and are exclusive of the applicable VAT and any other tax or duties payable by Mondi.

If the Goods are to be delivered more than 60 days after the conclusion of the Contract, Mondi reserves the right to raise the prices at any time to take into account inflation and/or cost increases for goods and materials that occur after conclusion of the Contract, including, without limitation, the increase of imposition of any tax duty or other levy and any variation in exchange rates, increase in transport costs, duties, or raw material price rises or labour costs and collective bargaining agreements. Proof of these will be furnished to the Customer on request.

Unless otherwise agreed by the parties in writing, the purchase price is payable net (with no deductions) within 30 days from the invoice date. Payments are not considered to be effected (legally fulfilled) until Mondi receives payment confirmation of the full purchase price from its banking institution.

If the Customer fails to pay on the due date Mondi may charge an annual interest of 8% above the base lending rate per annum on a daily basis as well as collection costs with a lump sum of at least EUR 40 per collection. Additionally, Mondi may claim compensation under statutory law for other damage caused by the Customer, including any costs of appropriate extrajudicial debt collection or recovery measures.

Furthermore, and without prejudice to Mondi's other rights, if (i) the Customer fails to pay any sum by the due date; or (ii) Mondi becomes aware of circumstances that in Mondi's reasonable opinion, cause Mondi to question the creditworthiness of the Customer (including, without limitation, the Customer's non-payment of bills or exchange or checks), then in each case, Mondi shall be entitled to (a) refuse to deliver all outstanding Goods; (b) terminate/rescind the Contract with immediate effect by written notice and demand return of the Goods delivered, or (c) demand prepayment and/or the provision of security until all unpaid invoices have been settled.

If Mondi and the Customer agree by written notice on a payment plan for the settlement of invoices and the Customer fails to make any payment on the respective due date as agreed under such plan, the total amount shall become due on the original due date, including interest for late payment as per the original payment date and in accordance with the interest rate as stated above.

The Customer shall pay all sums due under the Contract without set-off or counterclaim.

4. Delivery and Passing of Risk

The risk of loss or damage shall pass to the Customer at the latest upon dispatch of the Goods. Transportation insurances shall only be concluded upon the Customer's explicit instruction and at its own expense. If delivery is delayed due to circumstances within the Customer's reasonable control, the price risk shall pass to the Customer at the date of notification of readiness to dispatch. Without prejudice to its other rights, Mondi shall be entitled to invoice all costs arising due to such delay, including but



not limited to, internal or external warehousing costs starting from the notification of readiness to dispatch, or to terminate/rescind the Contract with immediate effect and dispose of the Goods at its own discretion provided that Mondi has not received any response from the Customer within 5 Business Days after providing the Customer with written notice that Mondi intends to dispose of the Goods. For the purpose of these GTCs "Business Day" shall mean a day other than a Saturday, Sunday or public holiday in the England, on which banks are open in the England for general commercial business.

5. Delivery Term, Partial Deliveries

Mondi's written confirmation (including per e-mail) of the Order shall be authoritative for the delivery date, mode and quantity. Mondi is entitled to deliver any Order in instalments.

Mondi shall not be obliged to deliver until all obligations incumbent on the Customer before delivery (e.g. technical, commercial requirements, official permits, authorisations and licenses, etc.) have been fulfilled or clarified.

Mondi is entitled to deliver quantity variances of up to +/- 10% of the quantity ordered.

If the Customer does not accept delivery of the Goods on the delivery date, then without prejudice to Mondi's rights under clause 4, the parties shall work together in good faith to agree an alternative delivery date for delivery of the Goods, which shall not be later than 30 days after the initial delivery date.

If there is any inconsistency between the terms of clause 4 and this clause 5, then the terms of clause 4 shall prevail.

6. Inspection, Warranties and Liability

6.1 Inspection, Warranties and Deviations

The Customer shall examine the Goods immediately upon delivery. Any apparent defects (including damage in transit if other delivery terms than "DAP" have been agreed by the parties in writing), incompleteness of the Goods or any other variances from the product and packaging specification and confirmation of the Order have to be notified to Mondi within 7 calendar days from delivery of the Goods at the destination by written notice specifying the defect, details of the incompleteness or other variances, and by quoting the invoice number. Upon receipt of the Customer's notice, Mondi shall provide the Customer with an acknowledgement that it has received the notice, and shall respond with a resolution within 5 Business Days after Mondi's receipt of the Customer's notice.

Any hidden defects (including, but not limited to, defects surfacing during manufacturing) have to be notified to Mondi immediately after discovery by written notice. Defective Goods must be kept available for Mondi's inspections for 14 days from the date of the notification and must not be returned to Mondi without Mondi's request. Upon Mondi's request, specimens of the Goods found faulty must be sent to Mondi. This includes foreign objects found on or in the Goods and/or the packaging.

Until the warranty complaint is proven to be justified, the Customer shall provide for appropriate storage and for insurance at full resale value plus transportation and warehouse expenses. In case the warranty claim turns out to be justified, Mondi shall reimburse the Customer the incurred aforementioned external expenses. The Customer shall fully cooperate with Mondi's insurance company and their representatives.

Mondi warrants that Goods which have been manufactured by it will correspond to the agreed specification at the time of production and are free from defects in material and workmanship. The Customer may assert any breach of such warranty during a period that is 6 months from delivery of the Goods. Except as provided in this section 6, Mondi shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in this section 6.1 above. The statutory limitation period shall apply (amongst others):

- (i) to Customer's rights with respect to defects concealed in bad faith or caused intentionally;
- (ii) if and to the extent Mondi has assumed a guarantee;
- (iii) to Customer's damage claims due to culpably caused personal injuries;
- (iv) to Customer's damage claims for damages caused by Mondi intentionally or by gross negligence;
- (v) to Customer's damage claims due to other reasons than defects of the Goods; as well as
- (vi) to claims under any other mandatory statutory liability.

Any samples, examples or models supplied or exhibited to the Customer are supplied or exhibited solely for information and in no way represent any express or implied conditions or warranties as to quality, description, fitness for purpose.

If the Customer's warranty claim is valid, Mondi at its sole discretion shall have the choice to either rectify or substitute the Goods, in each case free of charge for the Customer.

Mondi shall not be liable for negligible deviations from the agreed specifications, nor shall Mondi be liable for damages resulting directly or indirectly from instructions or specifications provided by the Customer, improper handling, wilful damage, negligence, or any alteration of the Goods by the Customer. Negligible deviations include, without limitation, differences in dimensions customary in trade, minor variations in the print position and the printing colour or in the quality of the print substrate.

Mondi shall not be obliged to notify the Customer of the unsuitability of its instructions or specifications unless Mondi is aware of such unsuitability. Furthermore, Mondi shall have no obligation to proofread prints or assess if the prints are suitable for any purpose.

6.2 Limitations of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION

References to liability in this section 6.2 include every kind of liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Unlimited liability. Nothing in the Contract limits any liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (iv) defective products under the Consumer Protection Act 1987; or
- (v) any liability that legally cannot be limited.

Subject to the paragraph directly above (Unlimited liability), Mondi's total liability to the Customer shall not exceed the price paid by the Customer to Mondi for the Goods which are the subject of the claim. Mondi shall only be liable for damages caused by a material breach of the Contract.

Exclusions. Subject to the paragraph titled "Unlimited liability", the following types of loss are wholly excluded:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

Other exclusions. Subject to the paragraph titled "Unlimited liability", in no event shall Mondi be liable to the Customer in respect of any defect or damage arising from:

- (i) the Customer making any further use of the Goods after giving a defect notice under Section 6.1;
- (ii) the Customer failing to follow Mondi's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods, or (if there are none) good trade practice regarding the same;
- (iii) Mondi following any drawing, design or specification supplied by the Customer;
- (iv) the Customer altering or repairing Goods without the written consent of Mondi;
- (v) fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (vi) the Goods differing from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

Customer shall take all reasonable measures necessary to avoid or mitigate any loss or damage that may give rise to a claim against Mondi, including by pursuing any relevant third party, or claiming under any relevant insurance policy or bond for the loss or damage.

The liability limitations as set out in this clause shall also apply to Mondi's legal representatives, employees and agents.

This section 6 shall survive termination of the Contract.

7. Force Majeure

Neither Party shall be liable or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations if the delay or failure was due to any cause beyond its reasonable control ('Force Majeure') including but not limited to strikes, lock-outs, insufficient supply of materials or energy, pan- or epidemics, legislative, judicial and governmental acts, quarantines, lack of transport means and similar events or circumstances. For clarity, any increase in tariffs payable by the Customer shall not in any circumstances constitute Force Majeure. This clause shall also apply if the respective party's suppliers suffer any Force Majeure events. If a Force Majeure event occurs during an already existing delay, the grace period which has to be granted to the respective party by the other party shall not expire before the Force Majeure event has ceased. The respective party shall inform the other party of the start and end of any Force Majeure event as soon as possible.

8. Retention of Title

Legal title to all delivered Goods remains with Mondi until: (i) the Customer has paid, and Mondi has received in full, all payments for those delivered Goods; (ii) the Customer has paid all other sums owing to Mondi in connection with the respective Contract, including any Goods that have not yet been delivered under the Contract; and (iii) all other obligations of the Customer towards Mondi arising under or in connection with the respective Contract have been fulfilled. The Customer is obliged to appropriately insure the Goods still owned by Mondi against all common risks, particularly against fire, burglary or damage caused by water at its own expense, to treat them cautiously and store them properly. The Customer shall at all times store the Goods in such a manner as shall facilitate identification of them both generally as Mondi's property, and by reference to invoices in respect thereof. Provided that the Goods have not been resold, and without limiting Mondi's other rights or remedies, until title to the Goods has transferred to the Customer, Mondi may enter any premises of the Customer or of any third party where the relevant Goods are stored to recover them.

9. Proceeds of sale

The Customer shall be entitled to sell the Goods in the usual course of business, subject to retention of title. Any possible claims resulting from such sale shall herewith be assigned to Mondi in advance and the Customer shall undertake all necessary publicity requirements for enforceability of such assignment, such as registration in the book accounts and by notifying the purchaser of the assignment and retention of title. If the Customer sells any goods co-owned by Mondi, the assignment shall apply to the amounts received to the same extent as this co-ownership. Mondi shall be entitled to collect the assigned sum.

Any processing of the Goods by the Customer takes place on behalf of Mondi without imposing obligations on Mondi. If the Goods are processed with other goods not owned by Mondi, Mondi acquires a co-ownership on the newly produced goods pro rated to the value of the delivered Goods at the time of the processing.

10. Intellectual Property, Storage and Charges

The Customer shall bear the sole responsibility for obtaining intellectual property rights or licences thereto which are subject to the Contract, including, but not limited to, ordered design of the goods, trademarks, copyright and ancillary rights to use all printed matter and ownership or a licence for any patents used. The Customer shall indemnify Mondi against all claims, costs, damages, and expenses (including legal expenses) resulting from any actual or alleged infringement of any third party intellectual property rights.

The Customer hereby grants to Mondi a worldwide, royalty free, non-exclusive, non-transferrable, non-sublicensable (except to Mondi's affiliates) licence to use the intellectual property rights owned by the Customer during the term of the Contract to the extent necessary for, and for the sole purpose of, Mondi performing its obligations under the Contract.

Manuscripts, originals, printed items, print substrates, printed matter, cylinders, designs, etc. supplied to Mondi by the Customer will be stored at the Customer's risk.

The Customer shall be separately charged for designs, patterns, specifications, samples, sample rolls, matrixes, blocks, lithographs, and cylinders made by Mondi for the Customer, even if no Order is placed, the Order is not confirmed by Mondi or the Order is cancelled by Customer. They shall remain Mondi's property and Mondi reserves all rights in that respect, which applies also for intellectual property rights if applicable.

11. Place of Performance, Venue, Applicable Law

The place of performance shall be Mondi's place of business.

These GTC, including any Contract which refers to these GTC, shall be governed by English law excluding any of its conflict of laws statutes. The UN Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.

For Customers domiciled within an EEA (European Economic Area) member state or in Switzerland the following shall apply: All disputes arising out of or in connection with these GTC or any Contract shall be exclusively adjudicated by the court of England.

For Customers domiciled outside an EEA member state or outside of Switzerland the following shall apply: All disputes arising out of these GTC and any Contract which refers to these GTC or are related to their violation, termination or nullity shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place and seat of arbitration shall be Vienna, Austria. The language of arbitration shall be English. The arbitration agreement is governed by Austrian law.

12. Compliance, Hold harmless, Reporting Tool

The Customer confirms and guarantees, for itself and on behalf of its Affiliates, to be and act in full compliance with all laws, including, but not limited to, anti-trust laws, criminal laws including commercial criminal laws and laws related to anti-bribery, including the German Criminal Code, UK Anti Bribery Act 2010, and tax related statutes or acts which might have an impact on Mondi, including, but not limited, to the German tax laws and the UK Criminal Finances Act (received Royal Assent on 27 April 2017) dealing with the corporate criminal offence of the failure to prevent the facilitation of tax evasion. Customer undertakes to indemnify and hold Mondi and any of its Affiliates harmless for and against all damages Mondi or its Affiliates might suffer, including, but not limited to, claims, legal proceedings, fines or any official procedures raised or instituted against Mondi or any of its Affiliates, in connection with acts or omissions of the Customer or any of its Affiliates relating to tax offences or any other violations of mandatory laws. Customer undertakes to have obtained all necessary powers and authorizations from its Affiliates regarding the above stated confirmation and assurance.

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

13. Sanctions and Export Control

When passing on products supplied by Mondi and related documentation (the "Products"), the Customer shall comply with 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").

Neither the Customer nor any of its Subsidiaries is, or is owned directly or indirectly or controlled by, a Sanctioned Person (meaning any person or entity listed on any EU / US / UK sanctions list or owned or controlled by such person or entity – a "Sanctioned Person").

The Customer shall, before passing on any such Products, check and ensure by appropriate measures that

- such passing on and/or negotiating contracts regarding such Products does not lead to a violation of any Sanctions by (i) the Customer or (ii) Mondi; and that
- such Products are not intended for any use in terms of armaments, nuclear technology or arms that is prohibited or subject to approval, unless the required approvals have been granted;

If required to conduct export control checks by the competent public authorities or upon reasonable ground for suspicion by Mondi, the Customer shall, upon request by Mondi, within reasonable time, provide Mondi with all information about the end-user, the final destination and the designated use of products delivered and/or services rendered by Mondi, as well as any export control restrictions applying in this context.

The Customer shall indemnify and hold harmless the relevant Mondi Group entity from and against all damages the relevant Mondi Group entity might suffer, including, but not limited to, damages, losses, liabilities, claims, suits, fines, penalties, or any official proceedings raised or instituted against the relevant Mondi Group entity as a result of any acts or omissions by the Customer, any of its Subsidiaries, and their respective employees and sub-distributors (acting on their behalf) that may arise out of or in connection with breaches of Sanctions.

Mondi is entitled to terminate any business relationship and cancel any obligations towards the Customer with immediate effect if the Customer, or any of its Affiliates, becomes 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) or violates any Sanctions.

14. Confidentiality

The content of any Contract and/or any information received from Mondi or any company of the Mondi Group in connection with any Order and/or Contract, including, but not limited to, any business related and financial information, pricing and cost information, tender documents, information on our products, technology, know-how, designs, drawings, specifications, samples, formulas, and all other information or material relating to Mondi's current and/or future business (hereinafter "Confidential Information"), shall be held strictly confidential by the Customer and shall not be disclosed or made accessible to any third parties without the prior written consent of Mondi. Any information which can be derived from reverse engineering shall also be regarded as Confidential Information and shall be treated strictly confidential and shall not be used in any way, unless explicitly otherwise agreed with Mondi in writing.

The obligations referred to in this clause shall not apply to any information, which the Customer can prove by written evidence: (a) is or becomes generally known or available to the public other than through an act or omission of the Customer in breach of this section 14; (b) is known to the Customer already when it was first disclosed to the Customer other than through a breach of an obligation of confidence; (c) is after disclosure disclosed to the Customer in good faith by a third party without breach of an obligation of secrecy; or (d) was developed by or on behalf of the Customer independently of the information received.

Confidential Information shall be used by the Customer only for the purposes of the performance of the Contract and the Customer shall protect the Confidential Information using the standard of care of an expert in Customer's business field.

The Customer shall, at any time upon Mondi's request and without undue delay, destroy promptly or return to Mondi all Confidential Information, including all copies and other reproductions thereof, and certify in writing its compliance with the obligations under this provision.

15. Miscellaneous

No variations or amendments to these GTC shall be binding unless agreed by written notice by Mondi. This written form requirement shall in particular apply to any variation or amendment of this clause.

Any of Mondi's contractual obligations may be fulfilled by any of its Affiliates and auxiliary persons.

The Customer must not assign, transfer, charge or otherwise deal with any of its rights or obligations under the Contract without Mondi's prior consent by written notice. Mondi may assign, transfer charge or otherwise deal with its rights or obligations to an entity of the Mondi Group; Customer hereby grants approval for such assignment.

If any part of any provision of these GTC is deemed illegal, void or unenforceable, it shall be deemed severed from the remainder of these GTC which shall remain in force.

No failure to exercise, or delay in exercising, any right under the Contract by Mondi, shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at a subsequent time. No single or partial exercise of any such right or remedy by Mondi shall preclude any further exercise of it or the exercise of any other right or remedy.

All written notices given or delivered by a party to the other party shall be signed by persons duly authorised to sign on behalf of the party, and shall be deemed to have been given to such other party (i) by wet signature and only when mailed to such other party by registered mail, return receipt requested and postage prepaid, or (ii) by email using secure and advanced electronic signature at the time at which the email is sent, provided no email delivery failure is received in the sender's email account within 15 minutes of the sender trying to send it.

A person who is not a party to the Contract shall have no right under the Contracts (Rights and Third Parties) Act 1999 to enforce any of the terms of the Contract.

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements whether written or oral, relating to its subject matter. Each party agrees that: (i) in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract; and (ii) it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this paragraph shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

The English version of these GTC shall prevail over any translation or other language version hereof.