



## Mondi Tekkote LLC

### General Terms and Conditions of Sale

#### 1. Scope

These General Terms and Conditions of Sale (these "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 (hereinafter "Customer") for the sale and purchase of goods (hereinafter "Goods"), which, once accepted by Mondi, forms, together with these GTC, the complete agreement between the Customer and Mondi for the sale of the Goods identified in the Order (the "Agreement"). "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). "Control" (and "Controlled" and "Controlling") of an entity means, direct or indirect, ownership of fifty percent (50%) or more of the voting stock or equity of such entity or the possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of a person or entity, whether through ownership of voting securities, by contract or otherwise. "Affiliate(s)" of Mondi or Customer means all of the respective parties' present and future, direct and/or indirect subsidiaries or other companies worldwide which Control, are Controlled by, or are under common control with Mondi or Customer, respectively, directly or indirectly, worldwide.

#### 2. Offer, Information, Conclusion, Agreement Cancellation

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 constitutes an offer by Customer to Mondi and shall become legally binding only once Mondi has expressly accepted the Order in writing. Once, but not before, the Order has been so accepted, the Agreement is effective and binding on the parties and can only be modified in accordance with Section 14. Any terms in addition to or different from the terms of these GTC or Mondi's terms in the quote or invitation to treat by Mondi to Customer underlying the Order are deemed not to be part of the Order or the offer by Customer to Mondi.

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.

The Customer does not have a right to cancel any Agreement. If the Customer nevertheless cancels any Agreement, such cancellation shall be deemed to be a material breach and Mondi shall be entitled to the full purchase price, and any obligation of Mondi to mitigate is expressly excluded.

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

Unless agreed otherwise, "EXW" (Ex Works according to Incoterms 2020) location of Mondi's warehouse is agreed for the Orders. Therefore, the prices do not include, and are exclusive of, all packing charges, shipping and transport costs and expenses (including for insurance), and all applicable sales taxes, VAT, customs, import duties, and any other tax or duties payable by Mondi or Customer.

The Customer shall pay Mondi the price for the Goods as stated in the Order as accepted by Mondi (the "Price"). Unless otherwise agreed by Mondi in advance in writing with reference to the Order, the Price is payable net (with no deductions) upon invoice by Mondi within, and is due at the end of, 30 days from such invoices 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 all or any part of the Price on the date it is due, Mondi may charge the Customer a late fee at the rate of 1%, or the highest legally permissible rate under applicable law, whichever is lower, per each full or partial month on the unpaid amount until the Price has been paid in full. The foregoing does not limit, and Mondi expressly reserves and does not waive, any and all damages and other remedies available for breach of the Agreement for non-payment or late payment. In addition, Mondi shall be entitled to, and the Customer shall pay, any and all legal costs, including reasonable attorneys' fees, related to any assertion or enforcement of any payment or other claim of Mondi under the Agreement, including the costs arising from any debt collection or recovery measures.

In addition, if the Customer fails to pay all or any part of the Price under an Agreement on the date such Price is due, Mondi may accelerate payment of all other amounts owed but not yet due by the Customer to Mondi under such or any other Agreement or for any other reason by written notice to the Customer, all of which amounts shall become due and payable immediately upon notice.

Furthermore, and without prejudice to Mondi's other rights, Mondi is entitled to refuse to deliver all outstanding Goods, terminate or rescind the Agreement with immediate effect by written notice to the Customer and demand return of the Goods delivered or demand prepayment and/or the provision of security until all unpaid invoices have been settled. The same applies if Mondi is aware of circumstances which are appropriate to question the creditworthiness of the Customer such as e.g., in case of non-payment of bills of exchange and checks.

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 not be entitled to withhold payment of any amount due to Mondi, nor shall the Customer have any right of set-off for any reason.

Mondi reserves the right to off-set any debt owed from the Customer or any Affiliate of the Customer to Mondi or any company within the Mondi Group against any amount owed to the Customer or any Affiliate of the Customer.

Mondi may terminate or rescind the Agreement with immediate effect by written notice if the Customer enters into a voluntary arrangement with its creditors, is subject to a bankruptcy proceeding, suffers an administration order, goes into liquidation or has a receiver appointed.

#### **4. Delivery and Passing of Risk**

Risk of loss or damage, and title, transfer to the Customer "EXW" (Incoterms 2020) location of Mondi's warehouse from which the Goods are shipped to the Customer at the time the Goods are ready for shipment by Mondi. If other modes of transport than "EXW" have been agreed, the risk of loss or damage shall pass to the Customer at the latest upon dispatch of the Goods by Mondi from such warehouse. Transportation insurances shall only be concluded upon the Customer's explicit instruction and at its own expense. If shipment is delayed due to circumstances within the Customer's reasonable control, 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 or rescind the Agreement by written notice to the Customer with immediate effect and dispose of the Goods at its own discretion provided that an appropriate grace period notified in writing to the Customer announcing the intention to dispose of the Goods has expired with no results.

#### **5. Delivery Term, Partial Deliveries, Variances**

Mondi's written acceptance (including per e-mail) of the Order shall control the delivery term, mode and quantity. Mondi is entitled to deliver the Goods in any Order in instalments.

All delivery dates and times are EXW (Incoterms 2020) location of Mondi's warehouse and estimates only unless explicitly guaranteed in writing by Mondi specifically to the Customer to be binding.

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.

If contractually agreed that a letter of credit has to be obtained or an advance payment or security, the delivery term shall not commence until the Customer provides Mondi with such letter or an advance payment or security.

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

If binding delivery terms have been agreed upon and Mondi is in delay, the Customer shall grant Mondi an appropriate grace period of at least 2 weeks and only if that grace period expires without result, shall the Customer be entitled to terminate the Contract.

#### **6. Inspection, Warranties and Liability**

##### **6.1 Inspection, Warranties and Deviations**

The term "defect" in the Agreement means, with regard to a Good, that such Good is in breach of the express warranty in the sixth paragraph of this Section 6.1, subject to the ninth paragraph of this Section 6.1.

The Customer shall reasonably examine any Good immediately upon delivery of such Good. Any defects (including damage in transit), incompleteness of the Goods, or any other variances from the product and packaging specification and confirmation of the Order that are or should have been detected in such reasonable examination have to be notified to Mondi immediately upon, but such notice received by Mondi no later than at the end of 7 days after, delivery of the Goods at the destination by written notice by specifying such defect, incompleteness, or other variances, and by quoting the invoice number. The Customer hereby waives any and all rights and remedies, including under any warranty, the Agreement, and any products liability, with regard to any such defect, incompleteness, or other variance in such written notice within such 7 days.

Any defect in a Good not discoverable under the immediately preceding paragraph (including defects surfacing during manufacturing) shall be notified by the Customer by written notice to Mondi immediately after discovery of such defect with such notice received by Mondi no later than the end of 7 days after such discovery. The parties presume that any hidden defect is detected by Customer within a period of 60 days after delivery of such Good to the Customer and Mondi shall have no liability or obligation for such a defect unless the Customer proves that it could not have reasonably detected such defect within such 60 days and has notified Mondi of such defect in accordance with the first sentence of this paragraph. Defective Goods must be kept available without change thereto for Mondi's inspections for 14 days from the date of such written notice and must not be returned to Mondi without Mondi's request. Upon Mondi's request, specimens of the Goods having any such defect must be sent to Mondi. This includes foreign objects found on or in the Goods and/or the packaging.

If the Customer fails to examine the Goods as set forth in this 6.1, or fails to notify Mondi timely as set forth in this Section 6.1, with regard to a defect, incompleteness, or other variance by written notice to Mondi in accordance with this Section 6.1, the Customer agrees that it will have waived any and all rights and remedies, including under any warranty, the Agreement, and any products liability, with regard to such defect, incompleteness, or variance.



Until any claim regarding any defect in a Good under the Agreement or a warranty has been proven to Mondi's satisfaction or in a legal proceeding, the Customer shall provide at its cost for appropriate storage and for insurance at full resale value plus transportation and warehouse expenses. The Customer shall fully cooperate with Mondi's insurance company and their representatives.

Mondi warrants that any Good manufactured by Mondi will, at the time the risk of loss for such Good transfers to the Customer in accordance with Section 4 hereof, (i) correspond to the specifications that Mondi and the Customer agreed in writing for such Good at the time of entering into the Agreement and (ii) be free from defects in material and workmanship. The Customer may assert any breach of such warranty solely during a period of 12 months after such transfer of the risk of loss of such Good, except for any breach of such warranty for any defect arising from delamination, cold-seal, and sealing properties in which case the Customer may assert such breach of warranty solely during a period of 6 months after such transfer of the risk of loss of such Good. Any breach of warranty must be asserted by the Customer to Mondi by written notice in accordance with Section 14 received by Mondi within the foregoing applicable time period for asserting such breach of warranty. EXCEPT SOLELY FOR THE EXPRESS WARRANTY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE OF THIS PARAGRAPH, MONDI MAKES NO, AND MONDI HEREBY DISCLAIMS ALL, WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR BY LAW, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, WORKMANSHIP, USEFULNESS, AND FREEDOM FROM ANY DESIGN, MANUFACTURING, WARNING, AND OTHER DEFECT WHATSOEVER, WITH REGARD TO ANY GOOD AND ANY OTHER PERFORMANCE UNDER THIS AGREEMENT.

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.

Mondi's sole and exclusive obligation and liability, and the sole and exclusive remedy of the Customer and any third party in the event of a breach of warranty with regard to a Good is that Mondi, at its sole discretionary choice, either repair such Good to rectify the defect in such Good or provide a replacement of such Good without warranty. Only if such repair or replacement is impossible or commercially unfeasible for Mondi, a price reduction to the extent of the defect in such Good as determined by Mondi may be granted to the Customer.

Mondi shall not be liable for, and the term "defect" shall not include, (i) any negligible deviations from the agreed specifications (ii) any result directly or indirectly from compliance with any instructions or specifications provided by the Customer, and (iii) any improper handling, wilful damage, negligence, or any alteration of the Goods by the Customer. Negligible deviations include, without limitation, differences in qualities, dimensions and quantities 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 the purpose

## **6.2 Limitations of Liability:**

IN NO EVENT WILL MONDI OR ANY AFFILIATE OF MONDI BE LIABLE TO THE CUSTOMER, ITS AFFILIATES, AND ITS PERSONNEL FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, LIQUIDATED, EXEMPLARY, OR INDIRECT DAMAGES UNDER THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, MONDI AND ANY AFFILIATES OF MONDI SHALL NOT BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INCOME, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, INCLUDING IN CONNECTION WITH, RELATED TO, OR RESULTING FROM ANY GOOD, ITS USE, UTILIZATION, OR RESALE, OR OTHERWISE IN CONNECTION WITH THE AGREEMENT, EVEN IF MONDI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF MONDI NOT EXCLUDED UNDER THE IMMEDIATELY PRECEDING PARAGRAPH OF THIS SECTION 6.2 (WHETHER SUCH LIABILITY IS FOR DIRECT DAMAGES NOT EXCLUDED UNDER SUCH PARAGRAPH OR BECAUSE SUCH LIABILITY IS NOT EXCLUDABLE UNDER APPLICABLE LAW OR FOR ANY OTHER REASON), FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED, SEPARATELY FOR EACH GOOD TO WHICH SUCH LIABILITY RELATES, THE TOTAL AMOUNT OF THE PRICE PAID BY THE CUSTOMER TO MONDI FOR SUCH GOOD UNDER THE AGREEMENT.

THE EXCLUSIONS AND LIMITATIONS UNDER THIS SECTION 6.2 APPLY IRRESPECTIVE OF THE CAUSE OF ACTION, INCLUDING BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF WARRANTY, MISREPRESENTATION OR ANY OTHER LEGAL THEORY AND WILL SURVIVE A FUNDAMENTAL BREACH.

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

## **7. Force Majeure**

Mondi shall not 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. This clause shall also apply if Mondi's suppliers suffer any of these Force Majeure events. If a Force Majeure event occurs during an already existing delay, the grace period which has to be granted to Mondi by the Customer shall not expire before the Force Majeure event has ceased. Mondi shall inform the Customer of the start and end of any Force Majeure event as soon as possible.



## **8. Purchase Money Security Interest**

The Customer hereby agrees that Mondi has a purchase money security interest in all Goods until payment in full of the Prices and all late fees and other payment obligations of the Customer to Mondi regarding the Goods, and all proceeds therefrom (including, without limitation, any insurance proceeds), to secure the payment in full of the Price, all late fees, and all other amounts owed by the Customer to Mondi under or in connection with the Agreement. The Customer is obliged to appropriately insure the Goods for the duration of the purchase money security interest 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 Buyer shall at all times store the Goods in such a manner as shall facilitate identification of them both generally and by reference to invoices in respect thereof.

The Customer shall be entitled to sell the Goods in the usual course of business, and the purchase money security interest shall automatically vest in all proceeds of the Customer or its Affiliates from such sale. 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. Mondi shall be entitled to solely collect the assigned sum.

In the event that any of the Goods are processed by or for the Customer or any of its Affiliates, the purchase money security interest hereunder vests automatically in the processed Goods and all results from such processing.

Upon Mondi's request, the Customer shall promptly execute all documents and provide all reasonable assistance with filing any financing statement and taking all other steps for perfecting the purchase money security interest granted hereunder.

## **9. Intellectual Property, Storage and Charges**

The Customer shall bear the sole responsibility and liability for all designs, marks, works, materials, specifications, technology, data, information, and intellectual property of any kind provided by the Customer for, or required by the Customer in connection with, any Good or the manufacture of any Good under or pursuant to any Agreement (collectively, "Required Material"), and for obtaining all rights and licenses from any owner or rightholder under any copyright, patent, trademark, and ancillary and other intellectual property rights in or to or covering any Required Material for Mondi to be permitted to use and utilize all Required Material. The Customer shall indemnify Mondi against all claims, costs, damages, and expenses (including, without limitation, reasonable attorneys' fees and legal expenses) resulting from or in connection with any actual or alleged infringement of any third party intellectual property rights by any Required Material or any use or utilization by Mondi of any Required Material or any use, utilization, or sale of any Goods including or manufactured with the use or utilization of any Required Material by or for Customer.

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 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.

Mondi shall solely own and retain, and Mondi does not assign, transfer, convey, or grant any right, license, lien, or claim, expressly or implicitly, in or to or under any patents, patent applications, copyrights, trade secret rights, trademarks, service marks, trade dress, tradenames, and other intellectual property rights of any kind, anywhere, of Mondi or any of its Affiliates or licensors (if any), including, without limitation, in or to any Good.

## **10. Place of Performance, Venue, Applicable Law**

The place of performance shall be Mondi's place of business from where the Goods are shipped to the Customer.

The Agreement, including these GTC and the Order, 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) to the Agreement, including these GTC and the Order, and any transaction hereunder, is disclaimed and expressly excluded by the parties.

If the Customer is domiciled in any of the states or territories or the District of Columbia of the United States of America (the "United States"), the following shall apply: The Customer and Mondi each consents and submits to the exclusive jurisdiction of, waiving any objections to personal jurisdiction in, competent state and federal courts in the State of New York for any litigation or proceeding under or related to the Agreement, and to the forum and venue of such litigation or proceeding in New York City, New York, United States of America.

If the Customer is domiciled outside the United States, 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.



## 11. 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, in particular, but not limited to, anti-trust laws, criminal laws including commercial criminal laws and laws related to anti-bribery, including the Foreign Corrupt Practices Act, UK Anti Bribery Act 2010, and all tax related statutes or acts which might have an impact on Mondi. 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.

## 12. Export Control

The Customer shall cause all of its Affiliates and its personnel to comply with any and all provisions, terms and conditions set forth in this Section 12 to the same extent as the Customer has such obligation of compliance. In the exercise of the rights and the performance of the obligations of the Customer under the Agreement, The Customer shall comply with all applicable law, regulations, and governmental orders, including, without limitation, all licenses, permits, authorizations, approvals, government filings, and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations hereunder. In addition, without limiting the generality of the foregoing, the Goods and/or any part thereof or any information related thereto is or may be subject to export controls, including those under the laws and regulations of the United States, such as the Export Administration Regulations, 15 C.F.R. Parts 730-774. In the exercise of the rights, and the performance of the obligations under the Agreement, the Customer shall comply strictly with all such and other applicable export controls as well as with applicable sanctions laws, rules and regulations, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control prohibiting or restricting dealings with certain targeted territories and parties (collectively, the "Trade Restrictions") applicable to the Goods and/or any part thereof or any information related thereto, and shall not export, re-export, transfer, divert or disclose the Goods and/or any part thereof or any information related thereto, directly or indirectly, to any destination, end-use, or end-user restricted or prohibited under any Trade Restrictions. The Customer's rights and Mondi's performance of its obligations under the Agreement is subject to the Customer's own continued compliance with the Trade Restrictions. Any refusal or failure by Mondi to perform, in whole or in part, its obligations or refuse any right of the Customer under the Agreement on account of compliance with any Trade Restrictions will not constitute a breach of any obligation under the Agreement on Mondi, and the Customer hereby waives any and all claim against Mondi for any legal recourse, including injunctive or declarative relief, loss, cost or expense, including consequential damages, that the Customer may have, incur, or be subject to by virtue of such refusal or cancellation. In the event of any violation or breach of any of the provisions of this Section 12, Mondi may immediately terminate the Agreement by providing written notice. The Customer is solely responsible for determining its obligations under the Trade Restriction.

## 13. Confidentiality

The content of the Agreement and/or any information, in any form, format, and medium, received or obtained from or made available by Mondi or any company of the Mondi Group in connection with the Order and/or the Agreement, 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 otherwise than through an act or omission of the Customer; (b) is known to the Customer already at the time of disclosure; or (c) is after disclosure disclosed to the Customer in good faith by a third party without breach of an obligation of secrecy.

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 same standard of care that the Customer uses for its own trade secrets and highly valuable confidential information, but in no event less than reasonable care.

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 manifestations, copies, and other reproductions thereof, and delete irretrievably any copies or manifestations thereof remaining the Customer's possession or control after such return, and certify in writing its compliance with the obligations under this provision.



#### **14. Miscellaneous**

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

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

The Customer shall not transfer or assign the Agreement or any of its rights or obligations under or related to the Agreement without Mondi's express prior consent by written notice. Mondi may transfer the Agreement, and assign any of its rights or obligations under the Agreement, in full or in part, 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 waiver of any provision of the Agreement by Mondi shall be effective unless expressly set forth in a written notice by an authorized representative therefor of Mondi identifying the specific provision, and shall not be deemed to be a waiver of any subsequent breach by the Customer.

All written notices to be given or delivered by a party hereto to the other party hereto under or by reason of the provisions of the Agreement shall be signed by persons duly authorized to sign on behalf of the party, and shall be deemed to have been given to such other party by wet signature and only (i) when sent to such other party by reputable express courier service (charges prepaid), or (ii) when mailed to such other party by certified or registered mail, return receipt requested and postage prepaid; provided that any notice to the Customer under the foregoing clauses (i) or (ii) shall be delivered or sent to any available address of the Customer; and provided that any notice to Mondi under the foregoing clauses (i) or (ii) shall be addressed to the address of Mondi set forth in the Order or such other address and/or addressee as notified by Mondi to the Customer by prior written notice; or by using secure and advanced electronic signature.

The parties agree that the Agreement may be concluded and entered into using electronic signatures

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

**01.01.2022**