Hamburger Containerboard
PRINZHORN GROUP
We will.

General Terms and Conditions Procurement

Hamburger Containerboard

Hamburger Containerboard GmbH aims to establish uniform and binding terms and conditions for its cooperation with suppliers based on these General Terms and Conditions of Procurement. These terms and conditions aim to reduce legal risks, ensure compliance with internal and statutory regulations, standardise and make purchasing processes more transparent, and mitigate risks relating to supply chains, quality, and financial settlement.

1 Scope and Applicability

1.1 These General Terms and Conditions of Procurement ("GTCPP") apply to the companies managed by Hamburger Containerboard (hereinafter referred to as "Customer"):

- Hamburger Rieger GmbH
- Hamburger Rieger Gelsenkirchen GmbH
- Liegenschaftsverwaltung Hamburger Spremberg Beteiligungs GmbH
- SpreeStromErzeugungs GmbH
- Innovex GmbH
- Liegenschaftsverwaltung Hamburger Rieger GmbH
- Liegenschaftsverwaltung Hamburger Spremberg GmbH & Co. KG

1.2 These GTCP apply to all purchase of goods, works, services and licences agreements between the customer and the contracting party (hereinafter referred to as the "supplier"), unless otherwise agreed in writing.

1.3 Any deviating terms and conditions of the supplier shall not apply, even if they are not expressly contradicted.

1.4 Any unilateral objection by the supplier to individual provisions or to the GTCP as a whole shall be disregarded. The GTCPS shall also apply if the customer accepts deliveries without reservation or makes payments despite being aware of conflicting terms and conditions of the supplier.

1.5 The delivery of substitute fuels is primarily governed by the General Terms and Conditions of Waste Disposal, including the Terms and Conditions of Acceptance of the Power Plant Division of Hamburger Rieger GmbH.

1.6 The currently valid version of the GTCP shall also apply to future business relationships.

2 Offers

2.1 Offers made by the supplier are generally free of charge and non-binding for the customer. This also applies if they are prepared at the customer's request. The customer shall not incur any costs even if the intended commission, order or contractual agreement does not come about as a result of the preparation of an offer.

3 Conclusion of Contract and Purchase Order Processing

3.1 A legally binding contract shall only come into effect if the customer places a written order and the supplier confirms this in writing with the same content. Every order must be confirmed in writing by the supplier without delay.

3.2 If no written order confirmation is received within 10 calendar days, the customer is no longer bound by the order and may cancel it free of charge.

3.3 If the content of the supplier's order confirmation deviates from the order, a mutual agreement must be reached promptly. The contract shall only be deemed concluded after written agreement on the deviations. If no agreement can be reached, the customer may cancel the order free of charge. There shall be no claim for reimbursement of any expenses incurred by the supplier.

3.4 A contract shall also be deemed to have been concluded by implied conduct if the supplier delivers the ordered goods or performs the agreed service without having previously confirmed this in writing. In this case, the terms and conditions of the customer's written order shall apply exclusively.

3.5 Verbal orders are generally not binding. They require written confirmation by the customer to be valid. Deviating provisions regarding verbal orders may be agreed separately.

3.6 If there is no legally binding contract, the supplier shall not be entitled to reimbursement of costs or expenses for services already rendered or preparatory measures.

4 Compliance with Delivery Dates and Times

4.1 The delivery dates and delivery times specified in the order or contract are binding and coordinated with the customer's internal processes. Compliance with these dates and times constitutes an essential contractual obligation.

4.2 The supplier is obliged to inform the customer immediately in writing of any foreseeable delay, stating the reasons and the expected duration.

4.3 In the event of failure to meet the agreed delivery dates, the supplier shall be liable for all resulting damages, in particular for additional storage costs, procurement costs, loss of production or contractual penalties.

4.4 In the event of a delay in delivery, the customer is entitled, after setting a grace period without success, to:

- to demand a contractual penalty of 0.5% of the total gross order value per completed business day, up to a maximum of 10% of the total gross order value,
- claim further damages,
- withdraw from the contract and procure a replacement at the supplier's expense.

4.5 The customer may change the delivery date up to 10 calendar days before the agreed date without incurring additional costs for the supplier.

5 Terms and Conditions, Payment Terms and Invoicing

5.1 The agreed prices are fixed prices and, unless otherwise agreed in writing, include packaging, delivery and all ancillary costs (e.g. transport, customs) plus the applicable statutory value added tax.

5.2 Price changes generally require the prior written consent of the customer. Price increases are only permissible if corresponding reservations (e.g. changes in material, wage or exchange rates) have been agreed in advance in writing. General price reductions by the supplier shall automatically apply to the customer as well, without the need for separate consent.

5.3 Variable surcharges (e.g. for raw materials such as copper) are only permissible if they have been expressly agreed. They must be calculated in a transparent and comprehensible manner on the basis of a publicly accessible index (e.g. LME – London Metal Exchange). Unless otherwise agreed, the price on the day of the order shall be decisive. Changes must be communicated to the customer in writing prior to delivery and require the customer's consent. Surcharges that have not been agreed or cannot be substantiated will not be recognised.

5.4 Delivery shall be "free domicile" or DDP in accordance with Incoterms 2010 or in accordance with the delivery terms specified in the order.

5.5 The return of packaging shall be at the supplier's expense, unless otherwise agreed.

5.6 Invoices must always be sent to the billing address specified in the order, stating the order number and all information required by law (in particular regarding VAT and customs clearance). The customer prefers to receive electronic invoices in accordance with legal requirements (including structured PDF, ZUGPFERD, cXML) after prior consultation. In the case of paper invoices, two copies must be submitted, one of which must be marked as such.

5.7 Unless otherwise agreed, payment shall generally be made within 30 calendar days of receipt of the invoice without deduction. For certain product groups (e.g. waste paper), a credit note procedure may be agreed in writing. Please note that the customer only makes one payment run per week. Any resulting delays in payment will be accepted by the supplier for a maximum of 6 working days.

5.8 The customer is entitled to exercise statutory rights of retention and set-off.

5.9 Claims arising from orders placed may not be assigned by the supplier to third parties without the prior written consent of the customer.

6 Place of Performance

6.1 Unless expressly agreed otherwise, the place of receipt specified in the order shall be deemed the place of performance for deliveries and services.

6.2 The supplier shall bear all costs and risks up to the place of performance, including transport, insurance and packaging, unless otherwise agreed.

7 Warranty

7.1 The obligation to inspect and give notice of defects shall commence upon receipt of the goods at the place of performance specified in the order and upon receipt of complete shipping documents, irrespective of the transfer of ownership or handover to third parties. The statutory period for giving notice of defects shall be extended by one month from this point in time.

7.2 Obvious defects must be reported by the customer within 10 calendar days of receipt of the goods. Hidden defects that were not apparent during proper inspection must be reported immediately upon discovery. The obligation to report hidden defects begins at the time of discovery. Statutory warranty rights remain unaffected by this.

7.3 The supplier guarantees that the delivered goods will be free of defects that impair their use or operation for 12 months from initial use or initial commissioning, even without timely notification of defects. The goods must have the warranted characteristics and comply with applicable standards and regulations.

7.4 In the event of a defect, the customer may, at their discretion, demand a replacement delivery free of charge, rectification/elimination of the defect, withdrawal or a reduction in price. Alternatively, they may remedy the defects themselves at the supplier's expense. This also applies to minor deviations from the agreed characteristics or impairments to usability.

7.5 If rectification is carried out, the warranty period for the delivery concerned shall recommence after successful acceptance.

7.6 The goods must comply with all safety regulations. The supplier must provide relevant storage and operating regulations without being asked to do so. Failure to do so shall render the supplier liable for any resulting damage.

7.7 Notifications of defects may be made in writing or verbally.

7.8 Longer statutory warranty and compensation obligations remain unaffected.

8 Sustainability and Due Diligence

8.1 The supplier guarantees that all delivered products and raw materials covered by EU Regulation 2023/1115 (EUDR) are deforestation-free and have been produced in accordance with the applicable legislation of the country of origin. Upon request, the supplier shall provide all necessary information.

8.2 The supplier undertakes to comply with the German Act on Corporate Du Diligence in Supply Chains (LkSG), to respect human rights and environmental due diligence obligations and to pass these on to its suppliers. Evidence and information must be provided on request.

8.3 In the event of significant or repeated violations, lack of cooperation or incomplete transmission of information, the customer is entitled to reject deliveries, withdraw from the contract or terminate it without notice.

9 Patents

9.1 The supplier warrants that the delivery and use of the delivered goods does not infringe any patents, utility models, trademarks or other intellectual property rights of third parties.

9.2 In the event of an infringement of property rights, the supplier shall indemnify the customer against all claims by third parties and shall bear all costs arising therefrom, in particular for legal defence, damages and recall measures.

9.3 The supplier shall ensure that the customer can use, process and resell the delivered goods without restriction.

9.4 This obligation applies regardless of whether the supplier is at fault.

10 Manufacturing Documents, Property Rights, Confidentiality

10.1 Drawings, models, samples, tools, specifications and other production documents provided by the customer remain the property of the customer. They may only be used for the fulfilment of the contract and may not be made accessible to third parties or transferred to them. After completion of the delivery, they must be returned unsolicited and free of charge.

10.2 The supplier undertakes to treat all information, documents and data that become known to it within the scope of the business relationship and that are marked as confidential or are considered confidential by their nature as strictly confidential and to use them only for the purpose of fulfilling the contract. This obligation shall continue to apply after the end of the contract.

10.3 Any disclosure or other use of confidential information requires the prior written consent of the customer.

10.4 The supplier shall be liable for all damages resulting from a violation of property rights or confidentiality rights.

11 Product Liability

11.1 The supplier shall be liable for damage caused by defective products in accordance with the statutory provisions, in particular the Product Liability Act.

11.2 He undertakes to fully indemnify the customer in the event of third-party claims and to bear all costs arising therefrom, in particular for legal defence, recall measures and damage limitation.

11.3 The supplier shall inform the customer immediately as soon as it becomes aware of any safety-related defects or risks and shall provide all documents necessary to prevent damage.

11.4 Liability shall apply regardless of whether the supplier is at fault.

12 Shipping, Goods Receipt, Consignment Notes

12.1 The supplier is obliged to pack the goods properly and to ship them in accordance with the agreed shipping conditions. The supplier is liable for damage caused by improper shipping.

12.2 Delivery must be made within the acceptance times specified in the order at the place of performance. Deliveries outside these times may be rejected without giving rise to a default of acceptance.

12.3 Complete shipping documents must be enclosed with every delivery. The complete order number must be clearly stated on the consignment note and all shipping documents.

12.4 If shipping documents are missing or incomplete, the goods may be stored at the supplier's expense and risk, or acceptance may be refused without this constituting a default of acceptance.

12.5 Shipping notifications and delivery notes must be sent in such a way that they are available to the customer before or at the latest upon delivery. Here too, the complete order number must be stated.

12.6 The supplier shall be liable for damages and additional expenses resulting from incorrect delivery, in particular demurrage charges, shunting costs or processing fees in the event of incorrect addressing.

12.7 In the case of billing by number of items or weight, the quantity determined by the customer shall be decisive.

13 Govering Law and Jurisdiction

13.1 The competent court at the customer's place of business shall have exclusive jurisdiction for all disputes arising from this contractual relationship, insofar as this is legally permissible.

13.2 German law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14 Language

14.1 The German-language version of these General Terms and Conditions of Procurement shall prevail. The English translation is provided for convenience only. In case of discrepancies or ambiguities arising from the translation, the German wording shall be authoritative.

15 Severability clause

15.1 Should one or more provisions of these General Terms and Conditions of Purchase of Hamburger Containerboard be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.

15.2 The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the original provision.

15.3 The same applies in the event of a regulatory gap.

Gelsenkirchen, Spremberg, Trostberg, 01.12.2025