Hamburger Containerboard
PRINZHORN GROUP

Terms and Conditions of Purchase of W. Hamburger GmbH

1. Scope of application

1.1 These Terms and Conditions of Purchase ("GTC") apply to all purchase, work, service and license agreements concluded by W. Hamburger GmbH (Client as defined as AG), however they may be designated in detail. The contractual partners of the Client are hereinafter referred to as Suppliers.

1.2 Regulations deviating from the Client's terms and conditions of purchase shall only apply to the extent that the Client expressly declares this in writing. Deviating terms and conditions of the suppliers shall not be accepted, even without express objection.

1.3 The GTC shall also apply if the Client accepts the supplier's delivery without reservation and/or makes payments without objection in knowledge of the supplier's conflicting conditions.

1.4 The Terms and Conditions of Purchase apply in the current version to future transactions with suppliers.

2. Offer

2.1 All offers and related expenses of the supplier are free of charge and non-binding. This also applies if they are made at the request of the Client and/or if no order is subsequently placed or no order is placed.

3. Ordering/Commissioning

3.1 A legally binding contract shall only be concluded if the Customer places an order in writing and the Supplier confirms it in writing and in accordance with the content. Each order must be confirmed by the Supplier in writing 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 can revoke it free of charge.

3.3 If the Supplier's order confirmation differs in content, an amicable agreement must be reached promptly. The contract shall only be deemed to have been concluded after written agreement on the deviations. If no agreement can be reached, the Customer may revoke the order free of charge. There shall be no entitlement to reimbursement of any expenses incurred by the Supplier.

3.4 A contract is also concluded by implied action if the supplier delivers the ordered goods or provides the agreed service without having previously confirmed this in writing. In this case, only the terms and conditions of the customer's written order shall apply.

3.5 Verbal orders are generally not binding. They require written confirmation by the customer in order to be effective. Deviating regulations from oral orders can be agreed separately.

3.6 In the absence of a legally binding contract, the Supplier shall not be entitled to reimbursement of costs or expenses for services already provided or preparatory measures.

3.7 Orders from suppliers with whom the Client has already had repeated business relationships shall be deemed to have been accepted unless a written objection is received by the Client within 8 days at the latest.

4. Delivery Time

4.1 The delivery date specified in the order is to be regarded as a fixed date and is binding.

4.2 The Supplier shall be obliged to inform the Client immediately in writing if circumstances arise or become apparent to him from which it follows that the stipulated delivery time cannot be met. This notification must be made immediately, stating the reasons and the probable duration of the delay. The Supplier shall be liable for the delay in accordance with the statutory provisions.

4.3 In the event of delay in delivery after unsuccessful setting of a grace period, the customer is entitled to:

- to demand a contractual penalty of 0.5% of the gross total order value per completed business day, but not more than 5% of the gross total contract value.
- further damages, whereby the contractual penalty will be offset.
- withdraw from the contract and make replacement purchases at the expense of the supplier.

The assertion of a contractual penalty requires delay with a deadline for which the deadline is exceeded.

4.4 The supplier is fully responsible for the procurement of the supplies and services required for the respective delivery - even without fault (full assumption of the procurement risk). In any case, the supplier must - even without fault - be responsible for the supplies and services procured by him as for his own services. This applies in particular with regard to defects.

4.5 The Client is entitled to change the delivery date 8 days in advance without incurring additional costs.

5. Prices/Terms of Payment

5.1 Agreed prices are fixed prices. The goods are to be delivered in accordance with Incoterms 2020 DDP Pitten. The packaging will be taken back at the expense of the supplier unless otherwise agreed in the individual case.

5.2 Invoices must always be sent to the billing address specified in the order, stating the order number and all legally required information (in particular on VAT and customs clearance). The customer prefers to receive electronic invoices within the framework of legal requirements. The invoice transmission must be sent by email to the email address specified in the order.

5.3 Unless otherwise agreed, payment is usually made within 30 calendar days of receipt of the invoice without deduction. For certain product groups (e.g. waste paper), a credit note procedure can be agreed in writing. It should be noted that the customer only carries out a payment run once a week. Any resulting delays in payments will be accepted by the supplier up to a maximum of 6 banking days.

5.4 Payment periods run from the complete, defect-free delivery of the goods and receipt of the original invoice. Deviations require a separate written agreement.

5.5 Rights of set-off and retention are entitled to the statutory extent.

5.6 Reservations by the Supplier to increase its prices for whatever reason (e.g. due to material, wage or exchange rate increases) shall only be effective if they are acknowledged in writing by the Client. If the Supplier reduces its prices in general, a corresponding reduction shall also be deemed to have been agreed vis-à-vis the Client.

5.7 Claims arising from orders/orders placed by the Client may not be assigned to third parties.

6. Place of performance

6.1 Unless expressly agreed otherwise, the place of receipt specified in the order shall be deemed to be 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, customs clearance, insurance and packaging, unless otherwise agreed.

7. Warranty

7.1 The obligation to inspect and report the complaint begins with the receipt of goods at the place of performance in accordance with the order and the availability of complete shipping documents – regardless of the transfer of ownership or the handover to third parties. The deadline for reporting defects is generally one month from this date.

7.2 Obvious defects must be reported by the customer within 10 calendar days of receipt of goods. Hidden defects that were not recognizable during proper inspection must be reported immediately after discovery. In the case of hidden defects, the obligation to notify begins at the time of discovery. The statutory claims for defects remain unaffected by this.

7.3 In addition, the Supplier shall give full guarantee for its delivery for a period of one year after commissioning or use, even without timely notice of defects, that the delivery item will not show any defects impairing use or operation and that it will have the characteristics specified by the Supplier and that it complies with all relevant legal and standard regulations.

7.4 In the event of liability, the Client shall have the right, even if the defects are insignificant and remediable, to demand free replacement, conversion, free removal of the defects or an appropriate price reduction at its discretion, or to have the identified defects remedied at the supplier's expense, even if the defects are insignificant and remediable.

7.5 This also applies in the case of only insignificant deviations from the agreed quality or in the event of insignificant impairment of the usability of the goods.

7.6 In the event of defect rectification by the Supplier, the warranty period shall begin to run anew for the entire delivery/service affected by the defect after acceptance of the improvement by the Client.

7.7 Longer statutory warranty obligations remain unaffected, as do liability for damages.

7.8 The notification of defects can be made both in writing and verbally.

7.9 The delivered goods must comply with all safety regulations applicable to them. The supplier must transmit any storage and operating regulations to the Client without being

asked to do so with the delivery, otherwise he shall be liable for the damages resulting from ignorance of these regulations.

8. Patents

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

8.2 In the event of an infringement of intellectual property rights, the Supplier shall indemnify the Customer against all claims by third parties and shall assume all costs arising therefrom, in particular for legal defense, damages and recall measures. This indemnification claim of the Customer shall apply if and to the extent that the alleged infringement is caused by the delivery/use of the Supplier Certificates in the agreed design. Excluded are cases in which the infringement of the patent rights is based on the Customer's specifications.

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

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

9. Production Documents/Intellectual Property Rights/Confidentiality

9.1 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 performance of the contract and may not be made accessible or transferred to third parties. After completion of delivery, they must be returned without being asked and free of charge.

9.2 The Supplier undertakes to treat all information, documents and data that become known to it in the course of the business relationship and which are marked as confidential or are considered confidential by their nature, as strictly confidential and to use them only for the performance of the contract. This obligation shall also apply after the end of the contract.

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

9.4 The Supplier shall be liable for any damage resulting from a breach of property or confidentiality rights.

10. Product liability

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

10.2 He undertakes to fully indemnify the Customer in the event of claims by third parties and to assume all costs arising therefrom – in particular for legal defense, recall measures and damage limitation. This indemnification claim applies to the extent that the cause of the infringement lies in the Supplier's area of responsibility; the Customer reserves the right to contribute to negligence/causation.

10.3 The Supplier shall inform the Customer immediately as soon as it becomes aware of safety-relevant defects or risks and shall provide all documents necessary to avert damage.

10.4 Liability applies regardless of whether the supplier is at fault of its own.

11. Shipping/Goods Receipt/Waybills

11.1 In the absence of appropriate shipping documents, the delivery will not be accepted or further processed as order fulfillment, but will be stored at the expense and risk of the supplier.

11.2 The delivery must be packed and dispatched properly and, in particular, in accordance with the Client's shipping regulations. The supplier shall bear any damage resulting from non-compliance with such instructions.

11.3 The goods acceptance times must be printed on the orders and must be adhered to, deliveries outside these acceptance times will not be accepted and shall not constitute a default of acceptance on the part of the Client. In addition, the Client shall be entitled to specify specific delivery dates and the use of specific routes in the municipal areas of Pitten and Seebenstein, which must be adhered to by the Supplier.

11.4 In the column of the consignment note intended for endorsements for the consignee, the entire order number must be inserted.

11.5 Shipping notices or delivery notes must be sent in such a way that, if possible, they come into the possession of the Client before or at the same time as the goods. The entire order numbers must be inserted in the dispatch notices and delivery notes.

11.6 The Supplier shall be liable for damages and costs, in particular wagon demurrage fees, shunting costs and processing fees in the event of incorrect addressing, which the Client incurs as a result of incorrect handling by the Supplier.

11.7 In the case of billing by quantity or weight, the quantity determined by the customer is decisive.

12. Place of jurisdiction/applicable law

12.1 Any legal disputes are to be settled amicably if possible. If no amicable settlement is possible, they are to be settled before the court with jurisdiction in Wiener Neustadt.

12.2 Austrian law is applicable to this contract. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

13. Language

13.1 The German version of these GTC is authoritative. The English translation is for clarity only. In the event of discrepancies or ambiguities due to the translation, the German wording shall prevail.

14. Severability clause

14.1 Should one or more provisions of these GTC of Hamburger Containerboard be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected.

14.2 In the event of an invalid or unenforceable provision, the law shall take its place and, if there is no statutory provision in this regard, it shall be replaced by a provision that comes as close as possible to the economic purpose of the original provision.

14.3 The same applies as under 14.2 in the event of a regulatory loophole, which must first be closed by means of a supplementary interpretation of the contract, insofar as this is legally permissible.

Pitten, October 1, 2026