

# General Terms and Conditions (GTC) of Yamaton Paper GmbH

## 1. SCOPE OF APPLICATION

### 1.1 SCOPE

These General Terms and Conditions (GTC) shall apply to all deliveries, services and offers made by Yamaton Paper GmbH (hereinafter referred to as "Yamaton") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter collectively referred to as the "Buyer").

### 1.2 EXCLUSIVE APPLICABILITY

These GTC shall apply exclusively. Any conflicting, deviating or supplementary terms and conditions of the Buyer shall only become part of the contract if Yamaton has expressly agreed to their applicability in text form. This requirement for consent shall also apply if Yamaton performs deliveries or services without reservation whilst being aware of such terms and conditions.

### 1.3 FUTURE BUSINESS RELATIONSHIPS

These GTC, as amended from time to time and valid at the time of conclusion of the contract, shall also apply to all future business relationships between the contracting parties without the need for any further reference to them.

### 1.4 TEXT FORM

Where these GTC require text form, any legible declaration on a durable medium shall be sufficient, including, in particular, by letter, email, PDF document or by means of electronic data interchange.

## 2. OFFERS AND CONCLUSION OF CONTRACT

### 2.1 OFFERS

All offers made by Yamaton are non-binding and subject to change without notice. They constitute an invitation to the Buyer to submit a binding offer for the conclusion of a contract.

### 2.2 CONCLUSION OF CONTRACT

A contract shall only come into existence upon Yamaton's order confirmation in text form or upon the performance of the delivery or service. Silence in response to offers, orders or other declarations made by the Buyer shall not constitute acceptance.

### 2.3 CONTRACT DOCUMENTS

Technical data sheets, product specifications, drawings and approval documents shall form part of the respective contract. Illustrations, drawings, dimensions, weights, technical data, product descriptions and other information contained in catalogues, price lists or advertising material are provided solely for the purpose of product description. They shall not constitute a guarantee of quality unless expressly agreed to be binding.

### 2.4 AMENDMENTS

Any amendments, additions or ancillary agreements shall be valid only if made in text form. This shall also apply to any amendment or waiver of this requirement for text form.

## 3. PRICES AND PAYMENT TERMS

### 3.1 PRICES

All prices are quoted in Euro and are exclusive of the applicable statutory value added tax (VAT). Unless otherwise agreed, prices shall apply on the basis of FCA Rostock (Incoterms® 2020), including standard commercial packaging. Additional deliveries, services or amendments requested by the Buyer shall be invoiced separately. Fixed prices, in particular under framework agreements or call-off orders, shall require an express agreement in text form.

### 3.2 PRICE ADJUSTMENTS

The agreed prices are based on the cost components applicable at the time the contract is concluded, in particular the costs of raw materials, energy, personnel, packaging, transport and other costs essential for the performance of the contract. If these cost components change materially after the conclusion of the contract and the delivery or service is to be performed more than four weeks after the conclusion of the contract, Yamaton shall be entitled to adjust the agreed prices accordingly to reflect the actual development of costs. Increases and decreases in costs shall be taken into account equally. Any price adjustment shall be made solely to the extent that the change in the respective cost components affects the agreed price. Upon the Buyer's request, Yamaton shall provide a comprehensible explanation of the principal reasons for the price adjustment. If the price increase exceeds 10 % of the originally agreed net price, the Buyer may withdraw from the unperformed part of the contract by giving notice in text form within seven calendar days of receipt of the notification.

Deliveries and services already performed shall remain unaffected. Statutory changes, in particular changes to VAT, customs duties, levies or comparable government-imposed cost components, shall entitle Yamaton to make a corresponding adjustment to the agreed prices.

### 3.2.1 STATUTORY CHANGES

Changes to statutory requirements, in particular resulting from the Packaging and Packaging Waste Regulation (PPWR), the EU Deforestation Regulation (EUDR), national packaging legislation or comparable regulatory requirements, shall entitle Yamaton to adjust technical specifications, packaging designs and prices insofar as this is necessary to comply with such statutory requirements.

### 3.3 PAYMENT TERMS

Unless otherwise agreed, invoices shall be payable in full, without deduction, within the payment period stated on the invoice. Cash discounts shall only be permitted where expressly agreed. Payment shall only be deemed to have been made once the invoiced amount has been irrevocably credited to an account designated by Yamaton.

### 3.4 ELECTRONIC INVOICES

Yamaton shall be entitled to transmit invoices and other billing-related documents in electronic form, in particular by email, PDF or in an agreed electronic invoicing format (e.g. ZUGFeRD). Electronic invoices shall be deemed received upon dispatch to the email address designated by the Buyer. The Buyer undertakes to notify Yamaton without undue delay of any changes to its invoicing or email address.

### 3.5 DEFAULT IN PAYMENT

In the event of default in payment, the statutory provisions shall apply. The Buyer shall pay default interest at the statutory rate pursuant to Section 288 of the German Civil Code (BGB). The right to claim further damages resulting from the default shall remain unaffected. If the Buyer fails to comply with its payment obligations or if circumstances become known after the conclusion of the contract that give rise to justified doubts as to the Buyer's solvency or creditworthiness, Yamaton shall be entitled to withhold outstanding deliveries or services until full payment has been made or appropriate security has been provided. Without prejudice to any further statutory rights, Yamaton may in such cases require advance payment, the provision of security or an unconditional and irrevocable bank guarantee.

### 3.6 SET-OFF AND RIGHT OF RETENTION

The Buyer shall only be entitled to set off claims or exercise a right of retention if its counterclaims have been finally adjudicated by a court of competent jurisdiction, are undisputed or have been expressly acknowledged by Yamaton.

## 4. DELIVERY

### 4.1 DELIVERY TERMS

Unless expressly agreed otherwise in text form, all deliveries shall be made FCA Rostock (Incoterms® 2020 of the International Chamber of Commerce (ICC) shall apply). Compliance with agreed delivery dates shall be subject to the Buyer fulfilling its contractual obligations to cooperate and its payment obligations in due time.

#### 4.1.1 DELIVERIES OUTSIDE THE EUROPEAN UNION

For deliveries outside the European Union, the Buyer shall be responsible for obtaining all import permits, completing customs formalities, paying taxes, duties and other charges, and complying with all applicable national import regulations, unless expressly agreed otherwise. Delays resulting from official measures or customs clearance shall be outside the responsibility of Yamaton Paper GmbH.

### 4.2 DELIVERY DATES

Delivery dates and delivery periods shall only be binding if they have been expressly confirmed by Yamaton Paper GmbH in text form; otherwise, they shall be non-binding. Compliance with binding delivery dates shall be subject to the Buyer fulfilling its obligations to cooperate and its payment obligations in due time. If Yamaton Paper GmbH is in default with respect to a binding delivery date, the Buyer shall first grant an appropriate additional period for performance in text form. If this additional period expires without successful performance, the Buyer may withdraw from the contract in respect of the unperformed part of the contract in accordance with the statutory provisions. Claims for damages arising from delayed delivery or failure to deliver shall be governed exclusively by Clause 6 of these General Terms and Conditions. Unless otherwise agreed, delivery dates shall be confirmed by reference to the relevant calendar week.

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### 4.3 FORCE MAJEURE

Yamaton shall not be liable for delays in delivery or impediments to performance to the extent that these are caused by events beyond its reasonable control and which could not have been avoided even by exercising the standard of care customary in commercial practice.

Such events shall include, in particular, natural disasters, fire, flooding, pandemics, epidemics, war, terrorism, official measures, embargoes, strikes, lawful lockouts, shortages of energy or raw materials, significant operational disruptions, cyberattacks, failures of information and communication systems, as well as disruptions to transport or supply chains.

The affected contracting party shall inform the other contracting party without undue delay of the commencement and expected duration of the event.

For the duration of the event, the delivery and performance periods shall be extended by the period of the disruption together with a reasonable period for the resumption of operations.

If the event continues for more than three months, either contracting party shall be entitled to withdraw from the contract with respect to the part of the contract that has not yet been performed. To the extent permitted by law, any further claims by either contracting party shall be excluded.

### 4.4 PARTIAL DELIVERIES

Yamaton shall be entitled to make partial deliveries and issue partial invoices, provided this is reasonable for the Buyer and does not materially impair the purpose of the contract.

Each partial delivery shall be deemed an independent delivery with regard to payment, transfer of risk and warranty.

### 4.5 CALL-OFF ORDERS

Where deliveries are agreed on the basis of a framework agreement or a call-off order, the Buyer shall be obliged to take delivery of the agreed quantities within the agreed call-off period.

If call-offs are not made, or are not made in due time, Yamaton shall, after granting a reasonable additional period, be entitled to store goods already manufactured or made available in accordance with the contract at the Buyer's cost and risk and to charge the resulting storage, handling and administrative costs. If, despite the granting of a reasonable additional period, no call-off is made, Yamaton shall be entitled to invoice the goods manufactured or made available in accordance with the contract and to declare the purchase price due for payment in accordance with the contractual agreements. Any further statutory rights, in particular the right to withdraw from the contract and to claim damages, shall remain unaffected.

Unless otherwise agreed, the term of a call-off order shall be twelve months from the conclusion of the contract. After expiry of this period, Yamaton shall be entitled to invoice any quantities manufactured or made available in accordance with the contract but not yet called off and to make them available for delivery. Price agreements based on an agreed annual quantity, framework quantity or call-off quantity shall be subject to acceptance of the agreed total quantity. If the agreed quantity is not accepted or the call-off period is not fully utilised, Yamaton shall be entitled to adjust the agreed unit price appropriately on the basis of the actual total quantity accepted and in accordance with the original pricing calculation.

### 4.6 TRANSFER OF RISK

For deliveries made in accordance with the Incoterms®, the risk of accidental loss of or accidental damage to the goods shall pass to the Buyer upon handover to the carrier or to the person designated by the Buyer to transport the goods.

Where the Buyer is obliged to collect the goods and collection is delayed for reasons for which Yamaton is not responsible, the risk shall pass to the Buyer upon expiry of the third working day following the confirmed date on which the goods were made available for collection.

### 4.7 INSURANCE AND STORAGE

From the time the risk passes, the Buyer shall be responsible for maintaining adequate insurance cover for the goods.

Where the goods are stored at the Buyer's request or due to a delay for which the Buyer is responsible, such storage shall be at the Buyer's risk. The Buyer shall bear all resulting storage, transport, insurance, handling and other logistics costs.

Yamaton shall be entitled to charge its applicable storage and logistics rates. The Buyer shall be entitled to prove that lower costs were incurred, and Yamaton shall be entitled to prove that higher actual costs were incurred.

### 4.8 PALLET EXCHANGE

Where goods are delivered on exchangeable EUR pallets, the Buyer shall be obliged to return EUR pallets of the same type, quantity and quality upon delivery or within an agreed period.

If no proper pallet exchange takes place within four weeks of delivery, Yamaton shall be entitled to invoice the non-returned pallets at the replacement cost applicable at the time of invoicing.

### 4.9 PALLET ACCOUNT

Where the parties have agreed in writing to maintain a pallet account, all pallet movements shall be recorded therein. Any resulting balance shall be settled upon Yamaton's request or, at the latest, upon termination of the business relationship. Outstanding pallet balances may be charged at the replacement cost applicable at the time of invoicing.

## 5. COMPLAINTS AND WARRANTY

### 5.1 INSPECTION AND NOTIFICATION OF DEFECTS

The Buyer shall inspect the delivered goods without undue delay after delivery in accordance with Section 377 of the German Commercial Code (HGB).

Obvious defects, shortages or incorrect deliveries must be notified to Yamaton in text form no later than eight working days after receipt of the goods.

Hidden defects must be notified in text form without undue delay, but no later than eight working days after their discovery.

If the Buyer fails to give proper notice of defects, the goods shall be deemed approved with regard to the relevant defect insofar as Section 377 of the German Commercial Code (HGB) applies.

The Buyer shall be obliged to examine the goods for their suitability for the intended purpose before any further processing, manufacture or use. Defects that would have been identifiable upon proper inspection prior to processing or use may no longer be asserted once processing or use has commenced.

The Buyer shall store the goods in a dry and clean environment and protect them from moisture and direct sunlight. Changes in product characteristics resulting from improper storage, climatic influences or storage for more than six months after delivery shall not give rise to claims for defects.

### 5.2 WARRANTY

In the event of justified and timely notified defects, Yamaton shall, at its own discretion, be entitled either to remedy the defect or to supply defect-free replacement goods.

If subsequent performance fails or is impossible, the Buyer shall be entitled to the statutory rights of price reduction or withdrawal from the contract.

Claims for damages shall be governed exclusively by Clause 6 of these General Terms and Conditions.

#### 5.2.1 CUSTOM-MADE PRODUCTS

Products manufactured to the Buyer's specifications, in particular die-cut parts, blanks, tools, packaging solutions or products manufactured in accordance with the Buyer's drawings, samples or specifications, shall be excluded from return or exchange unless they are defective within the meaning of the statutory provisions.

### 5.3 LIMITATION PERIOD

Claims arising from defects in quality or title shall become time-barred twelve months after the transfer of risk unless a longer limitation period is mandatorily prescribed by law.

### 5.4 QUALITY AND GUARANTEES

Unless expressly agreed otherwise, Yamaton shall supply products of average kind and quality.

Paper and paper-based products are natural products. Variations customary in the trade or technically unavoidable in production, in particular with regard to colour, surface texture, moisture content, flatness, fibre direction or material characteristics, shall not constitute a defect, provided that the usability of the product is not materially impaired.

Any guarantees or agreements regarding quality shall only be effective if expressly declared by Yamaton in text form.

Product descriptions, catalogues, brochures or advertising statements shall not constitute a guarantee.

Yamaton reserves the right to make production-related changes to manufacturing technology, machinery or production processes, provided that the agreed function and usability of the products are not impaired.

Yamaton shall be entitled to use equivalent raw materials or alternative suppliers, provided that the agreed function, quality or usability of the products is not materially impaired.

#### 5.4.1 APPROVAL OF DRAWINGS

Drawings, CAD data, samples or technical specifications approved by the Buyer shall constitute the binding basis for production. Following such approval, Yamaton Paper GmbH shall not be liable for any resulting deviations in dimensions, design, fit or function, provided that such deviations correspond to the approved version.

#### 5.4.2 APPROVAL OF SAMPLES

Samples, prototypes or pre-production samples approved by the Buyer shall constitute the agreed quality for series production with regard to design, material, execution and function, unless otherwise agreed.

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### 5.5 DIMENSIONAL AND QUANTITY TOLERANCES

Unless expressly agreed otherwise, the product-specific dimensional, manufacturing and quantity tolerances set out in the current technical product specifications of Yamaton Paper GmbH shall apply. These product specifications shall form part of the respective contract. The following customary commercial and technically unavoidable dimensional and manufacturing tolerances shall be deemed agreed and shall not constitute a defect:

<i>Honeycomb Board Products</i>	<i>Yama Soft</i>
Length / Width: ± 3 mm	± 3 mm
Height: ± 1 mm	± 5 mm
Cell Size: ± 2 mm	± 2 mm
Angular Cut: ± 3 mm per 1,000 mm	± 3 mm per 1,000 mm

#### *Edge Protectors in accordance with EN 13393*

Angular degree tolerance at 90°:	± 10°
Angle length up to 500 mm:	± 5 mm
Angle length up to 2,500 mm:	± 10 mm
Angle length exceeding 2,500 mm:	± 20 mm
Thickness from 1.5 to 2.0 mm:	+ 0.4 / - 0.3 mm
Thickness exceeding 2.0 mm:	+ 0.4 / - 0.4 mm
Width tolerance:	± 3 mm (external dimension)

Customary over-deliveries or under-deliveries customary in the trade, as well as partial deliveries, shall be permissible to the extent reasonable for the Buyer, taking into account the contractual interests of both parties:

- for quantities up to 500 m<sup>2</sup>, a quantity tolerance of ± 10 %
- for quantities up to 750 m<sup>2</sup>, a quantity tolerance of ± 5 %
- for quantities up to 1,000 m<sup>2</sup>, a quantity tolerance of ± 2 %

Different quantity tolerances may be agreed for custom-made products, die-cut parts and first production runs.

#### 5.5.1 DIE-CUT AND CUT PRODUCTS

For die-cut or cut products, tears caused by the material, tooling or cutting process, cutting burrs and technically unavoidable deviations shall not constitute defects, provided that the usability of the products is not materially impaired.

#### 5.5.2 LAMINATED AND BONDED PRODUCTS

For laminated or bonded products, material-related stresses, slight warping or dimensional changes may occur. Such characteristics shall not constitute defects, provided that the agreed function of the products is maintained.

## 6. LIABILITY

### 6.1 PRINCIPLES OF LIABILITY

Yamaton shall be liable in accordance with the statutory provisions for damages resulting from wilful misconduct or gross negligence on the part of its legal representatives, employees or vicarious agents.

### 6.2 LIMITATION OF LIABILITY

In cases of ordinary negligence, Yamaton shall be liable only for the breach of essential contractual obligations (cardinal obligations). In such cases, liability shall be limited to the typical damage foreseeable at the time the contract was concluded.

### 6.3 EXCLUSIONS OF LIABILITY

The above limitations of liability shall not apply in the event of injury to life, body or health, where an express guarantee has been assumed, in respect of claims under the German Product Liability Act (Produkthaftungsgesetz), or in all other cases where mandatory statutory provisions provide for more extensive liability.

### 6.4 PERSONAL LIABILITY

To the extent that Yamaton's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its legal representatives, employees and vicarious agents.

## 7. RETENTION OF TITLE

### 7.1 EXTENDED RETENTION OF TITLE

The goods delivered shall remain the property of Yamaton Paper GmbH (the Reserved Goods) until all present and future claims arising from the business relationship between Yamaton and the Buyer have been paid in full.

### 7.2 RESALE AND ASSIGNMENT OF CLAIMS

The Buyer shall be entitled to resell the Reserved Goods in the ordinary course of business.

The Buyer hereby assigns to Yamaton, which accepts such assignment, all claims arising from the resale up to the amount of the invoice value of the Reserved Goods, including the applicable statutory value added tax (VAT).

Until revoked, the Buyer shall remain authorised to collect the assigned claims in its own name. Yamaton shall exercise its right to collect such claims only if the Buyer fails to fulfil its payment obligations properly, is in default of payment or has applied for the commencement of insolvency proceedings.

### 7.3 PROCESSING AND COMBINATION

Any processing or transformation of the Reserved Goods shall be carried out on behalf of Yamaton as manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without giving rise to any obligations on the part of Yamaton.

If the Reserved Goods are combined, mixed or processed with other items, Yamaton shall acquire co-ownership of the new item in the proportion that the invoice value of the Reserved Goods bears to the invoice value of the other processed items.

### 7.4 PROTECTION OF OWNERSHIP

The Buyer shall not be entitled to pledge the Reserved Goods or transfer them by way of security.

The Buyer shall notify Yamaton without undue delay in text form of any attachment or other intervention by third parties affecting the Reserved Goods. The Buyer shall take all measures necessary to protect Yamaton's ownership rights.

### 7.5 RELEASE OF SECURITIES

If the realisable value of the securities held by Yamaton Paper GmbH exceeds the secured claims by more than 10 % on a permanent basis, Yamaton Paper GmbH shall, at the Buyer's request, release securities of its own choosing to the extent that such excess security exists.

### 7.6 RECOVERY OF THE GOODS

In the event of default in payment or any other material breach of contract by the Buyer, Yamaton shall be entitled, in accordance with the statutory provisions, to demand the return of the Reserved Goods.

The assertion of the retention of title or the repossession of the Reserved Goods shall constitute withdrawal from the contract only if Yamaton expressly declares this.

### 7.7 INTERNATIONAL DELIVERIES

For deliveries to countries in which retention of title is not recognised or is recognised only to a limited extent, the Buyer undertakes to take all necessary measures and make all declarations required to provide Yamaton with security equivalent to that available under the applicable national law.

## 8. TOOLING

### 8.1 GENERAL

Tools, die-cutting forms, cutting tools, embossing tools and other production equipment shall be manufactured exclusively for the production of the products ordered by the Buyer.

### 8.2 TOOLING COSTS

Unless expressly agreed otherwise, tooling costs shall be charged separately and shall not form part of the product price.

### 8.3 OWNERSHIP

Ownership of the tooling shall pass to the Buyer only upon full payment of all agreed tooling costs. Until full payment has been made, the tooling shall remain the property of Yamaton Paper GmbH.

Ownership of the tooling shall not entitle the Buyer to demand its release during an ongoing business relationship.

Digital tooling data, CAD data, design drawings and manufacturing documentation shall remain the exclusive property of Yamaton Paper GmbH unless expressly agreed otherwise.

### 8.4 USE

Even after ownership has passed to the Buyer, the tooling shall, as a general rule, remain with Yamaton Paper GmbH for production purposes.

The tooling shall only be released following prior written agreement and after full settlement of all outstanding claims.

Yamaton shall be entitled to use the tooling exclusively for the manufacture of products for the respective Buyer.

### 8.5 MAINTENANCE AND WEAR

Yamaton Paper GmbH shall carry out the customary care and maintenance of tooling stored at its premises.

Normal wear and tear resulting from contractual use shall not constitute a defect.

Repairs required as a result of normal wear and tear or exceptional use shall be charged separately following prior consultation.

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### 8.6 STORAGE

Upon completion of an order, tooling shall be stored free of charge for an appropriate period.

If tooling has not been used for a period of 24 months, Yamaton Paper GmbH shall be entitled to request the Buyer to decide on its further use or collection.

If no response is received within a reasonable period, Yamaton Paper GmbH may charge reasonable storage costs or, after prior notice, dispose of the tooling at the Buyer's expense.

### 8.7 RELEASE

If the Buyer requests the release of its tooling, the Buyer shall bear all costs for packaging, transport, insurance and, where applicable, any necessary repair or refurbishment.

### 8.8 MODIFICATIONS TO TOOLING

Modifications or adaptations to existing tooling requested by the Buyer shall be charged separately unless they result from a defect for which Yamaton Paper GmbH is responsible.

### 8.9 TOOL LIFE

Tooling is subject to natural wear and tear. No specific service life or production quantity shall be owed unless expressly agreed in writing.

## 9. PACKAGING AND DISPOSAL

### 9.1 TAKE-BACK AND RECOVERY

To the extent that the packaging supplied constitutes transport packaging or commercial sales or secondary packaging within the meaning of Section 15 of the German Packaging Act (Verpackungsgesetz – VerpackG), as applicable until 11 August 2026, and thereafter in accordance with the German Packaging Law Implementation Act (Verpackungsrecht-Durchführungsgesetz – VerpackDG) and the European Packaging and Packaging Waste Regulation (PPWR), the contracting parties agree that the Buyer shall assume the statutory obligations relating to the take-back and recovery of such packaging.

### 9.2 DISPOSAL

The Buyer undertakes to recover or arrange for the proper disposal of the packaging materials at its own expense and in accordance with the applicable statutory provisions, in particular wooden pallets, cardboard packaging, plastic films, edge protectors, strapping bands and PE stretch netting. The Buyer shall indemnify Yamaton against any claims asserted by third parties insofar as such claims result from a breach of the take-back or recovery obligations assumed by the Buyer.

## 10. CONFIDENTIALITY

### 10.1 CONFIDENTIALITY

The contracting parties undertake to treat as strictly confidential all confidential commercial, technical and operational information that becomes known to them in connection with the business relationship.

Such information may be used exclusively for the performance of the respective contract and may only be disclosed to third parties with the prior consent of the other contracting party or where disclosure is required by law.

This obligation shall not apply to information that is publicly known or becomes publicly known without breach of this agreement, was already lawfully known to the receiving contracting party, has been lawfully disclosed by a third party, or has been independently developed.

The obligation of confidentiality shall remain in force for a period of five years following the termination of the respective business relationship.

### 10.2 PROTECTION OF TRADEMARK AND OTHER DISTINCTIVE RIGHTS

Company names, trade marks, logos and other distinctive signs of the respective contracting party may not be used without that party's prior consent in text form.

## 11. DATA PROTECTION, COMPLIANCE AND SUSTAINABILITY

### 11.1 DATA PROTECTION

Personal data shall be processed exclusively in accordance with the applicable data protection legislation, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG).

Further details are set out in the Privacy Policy of Yamaton Paper GmbH, as amended from time to time.

### 11.2 COMPLIANCE

The contracting parties undertake to comply with all statutory provisions applicable to the business relationship. This applies in particular to regulations relating to anti-corruption, anti-money laundering, export control, sanctions and competition law.

### 11.3 SUSTAINABILITY

Yamaton is committed to responsible corporate governance and takes economic, environmental and social aspects into account in the course of its business activities.

To the extent that statutory or contractual requirements relating to environmental, social or compliance standards apply, each contracting party shall comply with such requirements within its respective area of responsibility. Where necessary for the performance of the business relationship, Yamaton shall be entitled to request appropriate evidence demonstrating compliance with the relevant statutory requirements.

### 11.4 PPWR / EUDR

Where the requirements of the Packaging and Packaging Waste Regulation (PPWR), the EU Deforestation Regulation (EUDR), other applicable European legislation, or comparable national or European legal provisions apply, Yamaton Paper GmbH shall fulfil its statutory information and verification obligations to the best of its knowledge on the basis of the information available at the time of delivery. To the extent permitted by law, any warranty or liability extending beyond the statutory obligations, in particular regarding the subsequent regulatory assessment, compliance or use of the delivered products, is expressly excluded.

### 11.5 SUSTAINABILITY DATA

Information relating to recyclability, recycled content, carbon footprints, FSC® certification (FSC® C141400) or comparable sustainability characteristics is based on the state of knowledge available at the time the contract is concluded and on the statutory and technical requirements applicable at that time.

## 12. FINAL PROVISIONS

### 12.1 GOVERNING LAW

All legal relationships between Yamaton Paper GmbH and the Buyer shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the rules of private international law (conflict of laws) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

### 12.2 PLACE OF PERFORMANCE

The place of performance for all deliveries, services and payments shall be Rostock, to the extent permitted by law.

### 12.3 JURISDICTION

If the Buyer is a merchant, a legal entity under public law or a special fund under public law, or if the Buyer has no general place of jurisdiction in Germany, the exclusive place of jurisdiction shall be Rostock.

Yamaton shall remain entitled to bring proceedings against the Buyer at the Buyer's general place of jurisdiction.

### 12.4 SEVERABILITY

Should any provision of these General Terms and Conditions be or become wholly or partially invalid, unenforceable or void, the validity of the remaining provisions shall remain unaffected.

The statutory provisions shall replace any invalid or unenforceable provision. The same shall apply in the event of any omissions or gaps in these General Terms and Conditions.

Version: July 2026