

General Conditions of Purchase of Mayr-Melnhof Group

Effective from 15 November 2019

1. Scope

1.1 These General Conditions of Purchase shall be applicable to any and all contracts relating to deliveries of goods and the provision of other services of whichever nature concluded with any of the companies of the Mayr-Melnhof Group as purchaser, unless expressly agreed otherwise between the contracting parties.

Hereinafter, the respective group company in whose name and for whose account the offer is accepted (in cases where an offer has been made by the supplier) or the order is placed (which order shall be subject to the supplier's confirmation of order) shall be referred to as "**Mayr-Melnhof**".

1.2 These General Conditions of Purchase shall constitute the exclusive legal basis for any and all deliveries made and services provided to Mayr-Melnhof. The applicability of any other terms and conditions of any supplier, in particular any general terms and conditions of business (e.g. set out on delivery notes, invoices or commercial letters of confirmation), shall be excluded. These General Conditions of Purchase shall also be applicable to ancillary contractual services, e.g. the provision of information and advice, and to any and all amendments to the contract. In any instance not regulated by these General Conditions of Purchase the applicable legal provisions shall apply exclusively.

1.3 If Mayr-Melnhof's customers request that Mayr-Melnhof purchase goods or other services from a specific supplier and the supplier has been informed of this circumstance, any different terms and conditions of purchase that have been agreed between the respective customer and the supplier shall be applicable only if any such terms and conditions are more favourable to Mayr-Melnhof than the relevant provisions in the present General Conditions of Purchase. The other provisions in the present General Conditions of Purchase shall remain in full force and effect.

2. Contracting parties

2.1 The contract shall be deemed to be concluded between Mayr-Melnhof and the supplier whose offer has been accepted by Mayr-Melnhof by acceptance of offer or with whom Mayr-Melnhof has placed the order and who confirmed the same by way of a confirmation of order.

3. Requests, duty to warn

3.1 Any request for an offer, price enquiry or similar by Mayr-Melnhof shall be non-binding and shall in particular not constitute an offer for the conclusion of a contract.

3.2 Any specifications and any materials or other resources made available by Mayr-Melnhof for the purpose of performing deliveries or services shall be

forthwith checked by the supplier, and the supplier shall inform Mayr-Melnhof without delay of any defects and concerns identifiable to the supplier on the basis of the obligatory and professional care to be reasonably expected from the supplier.

4. Price information, offers by the supplier, correspondence

4.1 The supplier shall be bound by its offer and the details set out therein, in particular in respect of price, availability and/or delivery period, for the entire period for acceptance set out in the offer or, if no period for acceptance is indicated, in any event for a period of 60 days from receipt of the offer by Mayr-Melnhof, and the supplier shall not have the right to unilaterally alter such details.

4.2 Price information, offers, quotations and similar shall be provided by the supplier free of charge, irrespective of any preparatory work that may be required in this context.

4.3 Mayr-Melnhof shall have the right to stipulate specific requirements in respect of offer and contract documents, in particular as to form, type, scope and contents, and the supplier shall ensure compliance with these requirements.

4.4 All business correspondence shall be conducted exclusively with the purchasing department of Mayr-Melnhof. The correspondence shall be exclusively in German, English or the relevant national language of Mayr-Melnhof.

4.5 The order reference (order number) of Mayr-Melnhof shall be indicated on all documents intended for Mayr-Melnhof, such as bills of freight, wagon labels, railway boxes, parcel post certificates, dispatch notes, delivery notes, packing slips, invoices, notifications of change or similar, and on all correspondence; the supplier shall be liable for any disadvantage suffered by Mayr-Melnhof as a result of any noncompliance with the aforesaid requirement.

5. Acceptance of offer and countersignature by Mayr-Melnhof for supplier's offers, order by Mayr-Melnhof and confirmation of order by the supplier

5.1 A contract binding on Mayr-Melnhof shall be concluded through the written acceptance of offer by Mayr-Melnhof of the supplier's offer. Acceptance is deemed to have been effected upon receipt by the supplier of the relevant written notice. Notices forwarded by e-mail or facsimile transmission shall also be deemed to constitute written notices. Any form of oral or implied acceptance shall be excluded to the maximum extent possible, unless such form of acceptance is separately and expressly agreed.

5.2 An order placed by Mayr-Melnhof shall be promptly confirmed to Mayr-Melnhof by the supplier by way of a confirmation of order. Mayr-Melnhof reserves the right to cancel the order free of charge if

Mayr-Melnhof does not receive a duly issued confirmation of order within a reasonable delay, in any event not later than within two business days after the order has been placed. Such a cancellation shall be deemed to be in due time if it is sent prior to the receipt of the confirmation of order.

5.3 In the event of deviations from the order specifications provided by Mayr-Melnhof in the order, the supplier shall return a confirmation of order including detailed information on the deviations promptly after receipt of the order. Changes and amendments to the order shall be subject to Mayr-Melnhof's written confirmation and countersignature. Any unqualified acceptance of goods shall not be deemed to constitute such a confirmation.

6. Prices, terms of payment

6.1 Prices shall not be subject to change and shall be exclusive of VAT. The prices shall apply in accordance with the terms and conditions of delivery set out in the acceptance of offer and in the order respectively.

6.2 All payments shall be made in accordance with the terms of payment set out in the acceptance of offer and in the order respectively. If no such terms are indicated payments shall be made with debt-discharging effect within 60 days deducting a discount of 3% or within 90 days without deduction.

6.3 The period of time allowed for payment shall commence on the date on which the latest of the following events occurs:

- receipt by Mayr-Melnhof of an invoice in accordance with the provisions in secs. 6 and 7;
- the agreed date of delivery;
- the actual date of delivery; or
- the passing of risk.

6.4 In respect of partial invoices Mayr-Melnhof shall be entitled to deduct the discount even if the applicable requirements (sec. 6.2) are not met in respect of other partial invoices referring to the same delivery.

6.5 Any payments on account or advance payments by Mayr-Melnhof will only be made subject to the provision by the supplier of an unconditional irrevocable bank guarantee which is issued by a renowned European credit institution and can be called on without giving a reason.

6.6 Mayr-Melnhof shall have the right in its discretion to pay via bank transfer, in cash or by cheque, in each case in lieu of payment.

6.7 The payment deadline shall be deemed to have been met if the order for the transfer of the amount owed is made in the course of the weekly processing of payment transactions at the earliest weekly payment date following the expiry of the deadline, or if the cash amount or cheque is dispatched within the period of time allowed for payment.

6.8 In the event of a default in payment, default interest at a rate of 2% above the three-months

EURIBOR shall apply.

7. Invoicing

Unless agreed otherwise in the acceptance of offer and in the order respectively, invoices shall be issued at the start of the month following the respective delivery. This shall also apply to multiple deliveries (monthly summary invoice). Invoices shall comply with the applicable requirements under tax law, shall be forwarded to the billing address set out in the acceptance of offer and in the order respectively, and shall include Mayr-Melnhof's order reference, failing which Mayr-Melnhof will refuse to accept the invoice, and payment cannot be made. On the delivery note and invoices Mayr-Melnhof's order number and order item and the relevant material identity number (if provided by Mayr-Melnhof) shall be indicated for each ordered item.

8. Period of delivery

8.1 The period of delivery or performance set out in Mayr-Melnhof's order or acceptance of offer shall be binding and shall commence upon receipt by the supplier of the order or acceptance of offer. If no such period has been agreed the delivery or performance shall be effected immediately.

8.2 In the event a delay appears likely to occur Mayr-Melnhof shall be informed forthwith, indicating the cause and the expected duration of the delay.

8.3 A delivery or performance before the agreed date shall be permitted only upon Mayr-Melnhof's express approval. Mayr-Melnhof shall not suffer any disadvantage as a result of such a delivery or performance; in particular, the period of time allowed for payment (sec. 6.3) shall not commence before the agreed date of delivery.

8.4 The supplier shall not have the right to withhold or cease performance.

9. Delivery, shipment, place of performance, passing of risk and cost

9.1 The performance of deliveries or services and the shipment of goods, including the passing of cost and risk, shall be in accordance with the agreed terms and conditions of delivery. Unless any other terms and conditions of delivery have been agreed, deliveries shall be made DDP (duty delivery paid) pursuant to INCOTERMS 2010 to the place of performance designated by Mayr-Melnhof. Therefore, unless any other contractual provisions have been agreed, the supplier shall in particular bear the risk and the cost of shipment.

9.2 The place of performance shall be the delivery address indicated by Mayr-Melnhof and the place where the services are to be performed respectively.

9.3 Mayr-Melnhof refuses acceptance of COD shipments; any return shipment shall be at the expense and risk of the supplier, and the consequences of a default shall take effect.

9.4 All necessary and, dependent on the type of shipping, customary shipping documents and a separate delivery note for each order number shall be enclosed with the goods shipment. In addition, Mayr-Melnhof shall have the right to stipulate further specific requirements as to the scope and contents of the goods and shipping documentation, which must be complied with at all times. To the maximum extent permitted by law the signing by Mayr-Melnhof of any bills of freight or other shipping documents shall be subject to the proviso of an inspection – which may also be carried out at a later time – of the contents of the goods shipment as to defects in quantity and quality.

9.5 Unless any specific type of shipping is expressly agreed or is mandatory, the supplier shall choose the safest type of transport involving the smallest risk of damage to or loss of the goods. If several types of transport offering the same degree of transport safety are available, the fastest type of transport shall be chosen.

9.6 Partial deliveries shall be permitted only upon express separate agreement. Over or under deliveries shall not be permitted.

9.7 The supplier shall be responsible and liable for ensuring that the goods are labelled correctly and in accordance with the applicable regulations and that all transport, packaging and other requirements are complied with.

9.8 The supplier shall ensure full and timely compliance with all ancillary duties, e.g. the provision of the required test certificates, descriptions, operating instructions, etc.

9.9 If the delivery includes technical devices and equipment the staff of Mayr-Melnhof in charge of operating the same shall receive elementary training in the operation and handling of these devices and equipment, whereby no additional fee shall be charged. The supplier shall therefore take into account the relevant costs when stipulating the price for the delivery. If the delivered devices and equipment need to be assembled by a third party the required assembly diagrams (including all connections, the design of the base, if any, etc.) shall be enclosed with the order confirmation.

9.10 Upon delivery, labels in the national language of Mayr-Melnhof and in English shall be attached; unless agreed otherwise in any individual case, the aforesaid shall also apply to operating instructions and requirements.

10. Acceptance without retention of title, right of set-off and right of retention

10.1 The delivered goods shall be handed over to the employees of Mayr-Melnhof authorized to receive the goods or, if applicable, to a third party designated by Mayr-Melnhof at the place of performance.

10.2 The acceptance of goods is only possible during Mayr-Melnhof's business hours (Mondays to Thursdays between 06:00 and 14:00 hours, Fridays between 6:00

and 12:00 hours, unless indicated otherwise in any individual case). The supplier shall bear, and shall fully indemnify Mayr-Melnhof for, any additional costs incurred as a result of a delivery outside these business hours.

10.3 Upon handing over the goods delivered or services provided, title of ownership shall pass directly to Mayr-Melnhof. Any retention of title by the supplier, in particular in connection with items intended for further sale or processing, shall be excluded.

10.4 The provision, if any, by Mayr-Melnhof of staff and/or equipment for unloading shall be at the supplier's sole risk and expense. The aforesaid shall also apply if such staff are guilty of slight negligence in connection with any damage (e.g. of the delivery vehicle or the load) caused during unloading.

10.5 The supplier shall be entitled to any right of set-off or right of retention only in respect of claims acknowledged by Mayr-Melnhof or finally determined by the courts.

10.6 Mayr-Melnhof reserves the right to retain or offset payments in the event any warranty claims or other claims have been raised. Any objections due to uncertainty (*Unsicherheitseinrede*) on the part of the supplier that would entitle the supplier to refuse performance, shall be excluded.

11. Packaging, hazardous waste

11.1 Unless agreed otherwise in the contract, the goods shall be packaged as is customary in the trade, in a suitable and sufficient manner and so as to ensure adequate protection of the goods. The supplier shall in any case be liable for any damage caused by defective or unsuitable packaging, irrespective of the terms and conditions of delivery agreed in any individual case.

11.2 The cost of packaging in accordance with the contractual provisions shall be borne by the supplier. If it is agreed specifically in any individual case that Mayr-Melnhof shall bear the cost of packaging, the supplier shall only charge the cost price and shall indicate the same separately on the invoice. It shall not be permitted to charge deposits for returnable packaging.

11.3 If there is a mandatory dispensation or contribution system in connection with the disposal and recovery of waste the supplier agrees to take care of such dispensation or payment of contributions in respect of the packaging materials and packaging aids (e.g. cardboard boxes, pallets, padding, labels, etc.) used by the supplier, and delivered to Mayr-Melnhof, in connection with the delivery or performance, and to include all relevant costs in the price agreed for the delivery or performance. Upon request the supplier shall, if possible, provide evidence to Mayr-Melnhof of the dispensation or payment of contributions or include a relevant reference in the delivery documents.

11.4 Packaging materials, shipping containers and similar items, as well as all items subject to the delivery or performance and/or their residue which, after having been used for the intended purpose, are

to be classified as hazardous waste (i.e. waste materials for which the law requires that, due to their hazardous nature, they must be disposed of in accordance with specific waste disposal requirements; these materials shall include in particular "hazardous waste" within the meaning of Council Directive 2008/98/EC on hazardous waste) shall be disposed of by the supplier at its risk and expense or shall be returnable to the supplier free of charge for disposal by the same. If the supplier fails to comply with any of these duties Mayr-Melnhof shall have the right to have such disposal carried out by third parties at the supplier's risk and expense.

12. Default, rescission, contractual penalty

12.1 In the event of a default in delivery or performance Mayr-Melnhof shall, notwithstanding any further claims, have the right to rescind the contract following the granting of a reasonable grace period. If in doubt or in case of disagreement a period of 14 days shall be considered reasonable. Mayr-Melnhof shall also have the right instead of rescinding the contract to demand performance of the contract. The aforesaid rights shall accrue to Mayr-Melnhof also if no fault is attributable to the supplier.

12.2 In the event of a default Mayr-Melnhof shall further be entitled (i) in addition to rescinding the contract (and therefore instead of demanding performance of the contract) to demand the payment of a contractual penalty irrespective of fault in the amount of 10% of the total contract value, or (ii) to demand, in addition to delayed performance of the contract, the payment of a contractual penalty (also irrespective of fault) in the amount of 1% of the total contract value for each full week's delay, up to a maximum amount of 10%. The aforesaid shall not affect the right of Mayr-Melnhof to raise claims based on any damage exceeding the amount of the contractual penalty.

13. Force majeure

13.1 If, however, a default by the supplier is the result of an event of force majeure, the period of delivery shall be extended for the duration of the impediment, provided the supplier forthwith notifies Mayr-Melnhof of these circumstances. Exclusively the following occurrences shall be deemed to constitute an event of force majeure: war, civil war, export and/or trade restrictions as a result of the political situation, and any labour disputes or industrial action, e.g. strikes, lockouts, business disruptions or restrictions, that are not attributable to the supplier and are not limited to the supplier's company.

13.2 If the event of force majeure that renders performance impossible in accordance with sec. 13.1 continues for more than four weeks, Mayr-Melnhof shall have the right to rescind the contract with immediate effect. Mayr-Melnhof shall be entitled to rescind the contract with immediate effect also before the expiry of the said period if compliance with the agreed delivery date is essential for ensuring the continuation of Mayr-Melnhof's current production.

14. Warranty

14.1 The supplier expressly warrants that the delivery of goods or performance of services shall be in conformity with the contractually agreed quality and quantity and meet any and all expressly required properties, characteristics and specifications. The goods delivered or services performed shall be suitable for the intended use by Mayr-Melnhof as stipulated in the contract. In the case of deliveries of cardboard and/or paper/print materials the supplier in particular guarantees the runnability of the delivered cardboard and/or paper/print materials on the machines used by Mayr-Melnhof. In the absence of an explicit contractual agreement stipulating a specific quality of the goods or services, the supplier shall provide the highest quality available on the market. The goods or services shall in any case meet the properties, characteristics and specifications to be customarily expected from comparable goods or services and shall be suitable for the use customarily stipulated for the same. Moreover, the goods or services shall be in compliance with acknowledged scientific standards, the state of the art of technology, the applicable requirements in respect of employee protection, safety engineering, the transport of dangerous goods, the treatment of hazardous waste, and the applicable requirements for storage and operation.

14.2 Any noncompliance of the goods or services with the warranties undertaken by the supplier in accordance with sec. 14.1 shall constitute a defect.

14.3 Mayr-Melnhof shall check the goods or services for defects within a reasonable period after they have been handed over. If an inspection of random samples shows that part of the goods or services is defective, acceptance of the entire delivery or performance may be refused. It is explicitly agreed that Mayr-Melnhof shall not be under any duty to notify defects in order to protect claims based on defects. The aforesaid shall apply both to claims under this sec. 14 and to claims for damages or other claims in connection with a defect in the delivery of goods or performance of services.

14.4 The supplier shall be liable for the goods or services to be free from defects irrespective of fault and for the entire warranty period. The supplier shall therefore be liable irrespective of whether the defect already exists at the time the goods or services are handed over or occurs at a later time during the warranty period.

14.5 The period allowed for raising claims under this sec. 14 shall be 24 months and shall commence upon, respectively, the handing over of the goods or services and the acceptance of the performance by Mayr-Melnhof. In the event the supplier attempts to correct the defect the said period shall recommence.

14.6 If the goods or services are defective Mayr-Melnhof shall have the right in its sole discretion to demand from the supplier either the correction of the defect (free place of use) or a replacement and new delivery of goods or performance of services free from defects.

14.7 In the event neither a correction nor a replacement is possible, or the supplier refuses to effect such a correction or replacement or fails to effect it within a reasonable grace period, or such a correction or replacement causes considerable inconvenience to Mayr-Melnhof or is unacceptable for Mayr-Melnhof for good reasons that are attributable to the supplier, Mayr-Melnhof shall be entitled to a price reduction. If the relevant defect is other than a minor defect Mayr-Melnhof shall have the right, alternatively, to rescind the contract without granting a grace period. If an inspection of the goods delivered or services performed reveals a defect attributable to the supplier, the supplier shall in any case be obliged to provide indemnification for the cost of the inspection. This shall also apply in respect of the cost of any assembly and/or disassembly incurred as a result of the defect.

14.8 If the supplier is in default in removing the defect Mayr-Melnhof shall also be entitled to have a substitute performance carried out at the supplier's expense and risk without giving prior notice. Mayr-Melnhof shall be fully indemnified for the cost of such a substitute performance also if it exceeds the cost that would have been incurred if the supplier had removed the defect.

14.9 In respect of defects in title, and within the framework of the right to correction, the supplier agrees that if any goods delivered or services performed by the supplier or any part thereof should be subject to a third party's infringement claim the supplier either shall ensure that Mayr-Melnhof obtains the right to continue using the relevant goods or services, or shall replace or modify such goods or services in a way to ensure that the third party's rights are no longer infringed.

14.10 Mayr-Melnhof shall moreover be entitled without limitation to any and all claims (in particular warranty claims and claims for damages) out of material defects and defects in title to the extent provided by law.

14.11 The supplier shall be obliged to inform Mayr-Melnhof in detail about any and all requirements regarding the handling or storage of the goods delivered or services performed, unless the relevant details are self-evident or are already known from the previously existing business relationship.

15. Damages, product liability, liability insurance

15.1 In addition to the claims out of the contractual warranties pursuant to sec. 14 and the statutory warranty, Mayr-Melnhof's right to claim damages based on a defect in delivery or performance shall be expressly reserved.

15.2 In this regard the supplier shall be fully liable for any damage suffered by Mayr-Melnhof (i.e. in particular for lost profits, lost income, the cost of product recalls, loss of reputation and other consequential damage caused by a defect and/or property damage) even in cases of slight negligence.

15.3 The supplier shall be liable for any agents

employed by it in the performance of the contract (e.g. subcontractors or sub-suppliers) and any fault attributable to such agents to the same extent as for the supplier's own conduct and fault.

15.4 Mayr-Melnhof shall bear the burden of proof only as to the existence of a damage and causality. The burden of proof as to the absence of fault on the supplier's part shall be on the supplier.

15.5 In respect of the goods delivered and services performed the supplier shall indemnify Mayr-Melnhof against any and all product liability claims raised by third parties and shall in particular indemnify Mayr-Melnhof for any and all costs incurred in connection with the defence against product liability claims, with carrying out or cooperating in product recalls or with indemnifying third parties. In this regard the supplier shall fully indemnify Mayr-Melnhof against claims for damages forthwith upon Mayr-Melnhof's first request. Where possible and reasonable, Mayr-Melnhof shall inform the supplier about the scope and content of any product recall and afford the supplier the opportunity to comment on the issue.

15.6 In the case of deliveries of cardboard and/or paper/print materials, if the supplied cardboard and/or paper/print materials do not show the required runnability on the machines used by Mayr-Melnhof or by Mayr-Melnhof's customers and, as a result, the machines used for production do not achieve full performance, the supplier further agrees to fully indemnify Mayr-Melnhof in respect of any disadvantage that may be caused as a result of the inadequate runnability of the supplied cardboard and/or paper/print materials. The above described liability to indemnify shall also apply in the event the supplied cardboard and/or paper/print materials meet the agreed specifications and shall also apply in respect of individual delivery batches and shall also apply, without limitation, to losses in production, additional expenditure and additional cost, as well as warranty claims and claims for damages raised by customers. Furthermore, the said liability to indemnify shall apply notwithstanding the performance of any tests on the runnability of the supplied cardboard and/or paper/print materials prior to or in the course of the commencement of deliveries.

15.7 In respect of the goods delivered and services performed the supplier shall further be obliged, upon Mayr-Melnhof's request, to name the manufacturer, importer or sub-supplier and to support Mayr-Melnhof in the defence against product liability claims raised by third parties, in particular by making available records and documentations relating to production and design as well as other evidence.

15.8 Any and all claims for damages of Mayr-Melnhof against the supplier shall come under the statute of limitation in accordance with the relevant legal provisions, however, in no event prior to the expiry of (i) 36 months after handing over the goods or services or (ii) 12 months after becoming aware of the damage and the liable party, whichever occurs later.

15.9 The supplier agrees to maintain liability insurance, including product liability, with a minimum

coverage of EUR 10 million throughout the relevant business relationship, i.e. until the expiry of the period set out in sec. 15.8.

16. Spare parts stocking

The supplier shall ensure that in respect of the goods delivered and services performed, spare parts are kept in stock for a minimum period of ten years from the date the goods or services are handed over. Within the said period, and subject to any other rights of Mayr-Melnhof, the supplier shall make available spare parts at reasonable and customary prices.

17. REACH Regulation

17.1 The supplier shall be liable for the goods delivered or services performed by it to be in compliance with the provisions of regulation (EC) no 1907/2006 concerning the registration, evaluation, authorization and restriction of chemicals (hereinafter, the "REACH Regulation").

17.2 To the extent required under the provisions of the REACH Regulation, the supplier shall in particular be liable for the substances contained in the products delivered by it to have been pre-registered or, after the expiry of the transition periods, registered and for relevant safety data sheets in accordance with the provisions of the REACH Regulation indicating the specific use and/or the information required pursuant to art. 32 of the REACH Regulation to be made available to Mayr-Melnhof. In the event the supplier delivers an article within the meaning of art. 3 of the REACH Regulation the supplier shall in particular also be liable for complying with the duty to provide specific information in accordance with art. 33 of the REACH Regulation.

17.3 Compliance with the provisions of the REACH Regulation shall not release the supplier from the general duty to keep Mayr-Melnhof informed professionally and without delay about any changes to the goods delivered or services performed.

18. Fire protection, environmental protection, occupational safety

18.1 If, within the framework of the contractual relationship, the supplier performs work or makes deliveries within business premises of Mayr-Melnhof the supplier shall strictly comply with all internal rules applicable at the relevant business premises (in particular regarding safety, environmental, fire protection and hygiene requirements) and shall ensure that its staff/employees and subcontractors strictly comply with such rules.

18.2 The supplier shall obtain these rules from the relevant business premises in advance and shall instruct and train its staff accordingly.

18.3 The supplier shall be liable for any culpable infringement of these internal rules committed by any of its staff members/employees and subcontractors. The supplier acknowledges that the current version of the applicable internal rules is available for inspection at all business premises.

19. Intellectual property rights, software, drawings, tools and models

19.1 The supplier warrants that it has acquired all rights of third parties required in connection with the delivery of goods and performance of services and that such delivery and performance does not infringe any rights of third parties. The supplier shall fully indemnify Mayr-Melnhof against any disputes relating to intellectual property in connection with rights of third parties, in particular disputes relating to patents, copyrights, trademarks and design rights, and guarantees that the goods delivered and services performed can be used without restrictions.

19.2 If the supplier supplies software products that were not developed specifically for Mayr-Melnhof the supplier shall grant Mayr-Melnhof a transferable non-exclusive right of use, which shall be unlimited in time and territory, in such products.

19.3 In respect of goods and services developed specifically for Mayr-Melnhof, including in particular layouts, drawings, designs, documentations, data and software products, the supplier shall grant Mayr-Melnhof an exclusive transferable right of use, adaptation right, distribution right and processing right for all present and future types of use, which shall also be unlimited in time.

19.4 Any and all drawings, sketches, tools, aids, samples, models etc. made available by Mayr-Melnhof for purposes of performance of the contract shall remain the property of Mayr-Melnhof. They shall not be made accessible to third parties or used for any purpose other than the performance of the contract (such as e.g. the performance of contracts with third parties) and shall in particular not be used for advertising purposes. Upon delivery or performance or the revocation of the acceptance of the contract or the rescission of the contract, they shall be returned to Mayr-Melnhof forthwith upon request.

20. Confidentiality

20.1 The supplier undertakes to treat as a trade secret, and keep confidential, any and all commercial or technical details that are not in the public domain and become known to the supplier as a result of the business relationship.

20.2 The supplier shall not be entitled to refer to the business relationship with Mayr-Melnhof for advertising purposes without prior written approval.

21. Assumption of contract, assignment

21.1 Without Mayr-Melnhof's written approval it shall not be permitted to transfer contractual duties in whole or in part to a third party for performance.

21.2 It shall not be permitted to assign, pledge or otherwise transfer claims without Mayr-Melnhof's prior written approval.

22. Place of performance, jurisdiction, governing law

22.1 Any litigation arising out of the contract shall be subject to the substantive law applicable at the place of Mayr-Melnhof's registered office, whereby the applicability of the conflict of laws rules and of the CISG shall be excluded.

22.2 Any and all disputes arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the competent court at the place of Mayr-Melnhof's registered office. Mayr-Melnhof shall however also have the right to bring actions arising out of the contract before the competent court at the place of the supplier's registered office.

23. Written form, provisions severable, waiver

23.1 Any statements on behalf of Mayr-Melnhof shall be legally binding only if they are issued by the required number of duly authorized representatives, i.e. managing directors, "Prokuristen" (*authorized signatories*) or proxies.

23.2 Any and all agreements between Mayr-Melnhof and the supplier must be made in writing. Oral agreements shall not be valid. This requirement shall also be deemed to be met in the case of facsimile or e-mail transmissions.

23.3 If any individual provisions of a contract or in these General Conditions of Purchase should be invalid in whole or in part, the remaining provisions shall remain valid. In the event of such a partial invalidity the contracting parties undertake to replace the invalid provisions with valid provisions that reflect the intention of the invalid provisions as closely as possible.

23.4 Any failure by Mayr-Melnhof to exercise or enforce any of its rights hereunder shall not be deemed to constitute a waiver thereof; therefore the right to exercise or enforce the relevant right at a later time is expressly reserved.

24. Code of Conduct

24.1 The supplier undertakes to comply with Mayr-Melnhof's Code of Conduct, which is available at https://www.mayr-melnhof.com/fileadmin/user_upload/Media_Library_MAG/downloads/Code_of_Conduct_e.pdf.

24.2 It is prohibited to provide gifts or gratuities of any kind to employees of Mayr-Melnhof.

25. Data protection and data security

25.1 The supplier shall perform the contract in accordance with all applicable data protection requirements. The supplier shall further ensure that its employees and subcontractors, if any, undertake to comply with the relevant data protection requirements. Mayr-Melnhof shall not be held liable for any failure of the supplier to comply with relevant data protection requirements.

25.2 The supplier shall ensure and shall be liable that personal data for which the supplier is considered to be the controller in accordance with art. 4(7) GDPR may legitimately be delivered to Mayr-Melnhof, and that there is no reason to believe that the processing by Mayr-Melnhof, in the foreseeable scope and for the foreseeable purposes, is prohibited. The supplier shall ensure that the data subjects are informed about the processing activities by Mayr-Melnhof to the extent required by law.

25.3 If the supplier processes personal data of Mayr-Melnhof on the latter's behalf, the parties shall enter into a commissioned data processing agreement.

25.4 The supplier guarantees the confidentiality, integrity, security and accuracy of all personal data received from Mayr-Melnhof and processed by the supplier in connection with the performance of the contract.