

## General Terms and Conditions of Purchase

Neenah Gessner GmbH und Neenah Services GmbH & Co. KG

### Section 1: Scope

- (1) The following Terms and Conditions of Purchase apply to all contracts concluded between Neenah Gessner or Neenah Services (Buyer) and the Supplier for the delivery of goods and the provision of services. They also apply to all future transactions, even if they are not explicitly agreed on again. Our Terms and Conditions of Purchase shall be deemed accepted on performance of the first delivery at the latest.  
Any terms and conditions issued by the Supplier that contradict or deviate from our Terms and Conditions shall not become part of the contract, even if we do not expressly object to them.
- (2) Any deviating agreements must be made in writing.
- (3) Deviating or farther-reaching terms and conditions of purchase are possible for project or capital investment orders.
- (4) Our Terms and Conditions of Purchase are only applicable to companies as defined in section 14 of the German Civil Code (BGB).

### Section 2: Conclusion of Contract

- (1) A purchase order shall only be deemed to have been placed if it has been confirmed by us in writing. Purchase orders placed orally or by telephone are only binding for us if we have confirmed them by subsequently sending an order in writing. The requirement for written form is complied with if an order is sent by fax, e-mail or any other electronic data transmission system.
- (2) We shall not be bound by obvious mistakes, spelling errors and calculation errors in the documents, drawings and plans submitted by us. The Supplier is obliged to inform us of any such errors so that our purchase order can be corrected and resubmitted.
- (3) For organizational reasons, every purchase order must be confirmed by the Supplier in writing within 3 working days (order confirmation); otherwise, we shall be entitled to cancel. The period begins on the date specified on the purchase order.
- (4) Should the Supplier's order confirmation differ from our purchase order, an explicit notification must be provided. In this case, the Buyer is entitled to withdraw from the contract within 3 working days after receipt of the order confirmation.

### Section 3: Prices, Invoicing, Payment

- (1) The price stated by us in a purchase order is binding and is carriage and duty paid, unless otherwise agreed by the parties in writing. Packaging costs are included in the price.
- (2) If monthly payments have been agreed, the invoice shall be sent no later than on the third day of the following month. Invoices that do not indicate our purchase order number and purchase order date and do not include all legally required information as stipulated by section 14 of the German Value Added Tax Act (UStG) shall be regarded as not submitted until clarification has been provided by the Supplier.
- (3) For invoice settlement, we shall acknowledge only the quantities and weights determined by our incoming goods inspections.
- (4) Invoices for goods delivered at an earlier date than specified by us shall, with allowance for agreed discounts, not be settled until the date determined by taking into account the delivery date and the terms of payment specified in the purchase order.
- (5) Unless otherwise agreed in writing, we shall pay the purchase price less 3% discount within 30 days of delivery and receipt of invoice, or net within 60 days of delivery and receipt of invoice.

- (6) Supplier's claims against us may only be transferred to third parties with our consent.
- (7) Payments shall be made to the Supplier only.

#### **Section 4: Delivery Time**

- (1) The delivery date (date of arrival) specified in a purchase order is binding.
- (2) The Supplier shall provide immediate notification of any anticipated delivery delays.
- (3) Our obligation to accept a delivery shall not apply as long as a force majeure situation prevents us from accepting the goods. In particular, force majeure includes natural disasters, public disorder, administrative actions, strikes, lockouts, and similar disturbances.

#### **Section 5: Shipping and Delivery**

- (1) Shipments shall be sent to the delivery address specified on a purchase order.
- (2) We reserve the right to specify the route and method of shipping, including the means of transport and packaging.
- (3) Delivery notes shall be included with every shipment. Separate delivery notes shall be drawn up for every purchase order. In the case of partial deliveries, the delivery note and the invoice shall be marked as appropriate with "Teillieferung" (partial delivery) or "Restlieferung" (outstanding delivery).
- (4) On acceptance of goods or services, the risk shall be transferred to us.

#### **Section 6: Inspection for Defects, Warranty**

- (1) The Buyer is obliged to determine within a reasonable period whether goods and/or services suffer from any deficiencies in quantity or quality; a complaint shall be deemed to have been made in good time if it reaches the Supplier within 10 working days counted from the delivery date or, in the case of hidden defects, from the date of discovery.
- (2) We are fully entitled to all statutory warranty claims. Irrespective hereof, we are entitled to demand, at our discretion, that the Supplier remedy defects or deliver replacements. In this case, the Supplier shall bear the costs required for remedying defects or delivering replacements.
- (3) If we have granted the Supplier a reasonable amount of time to remedy defects or deliver replacements and the Supplier fails to do so in good time, we are entitled to remedy the defects ourselves or to have them remedied by third parties at the Supplier's expense, or to procure the goods elsewhere at the Supplier's expense.
- (4) We reserve the rights deriving from section 437 et seq. BGB.
- (5) The Supplier shall be liable for ensuring that the delivery and use of goods do not infringe any third-party patents or other intellectual property rights; otherwise, we can claim damages from the Supplier for nonperformance. In addition, the Supplier shall indemnify us against any existing third-party claims in the event of defects of title. A 10-year statute of limitations applies to defects in title. Further legal claims remain unaffected.
- (6) Unless otherwise agreed or if the law stipulates longer periods, the warranty period for material defects shall be 24 months commencing on the date of delivery of the object of the contract or acceptance of the service (transfer of risk). Similar conditions apply to goods or parts delivered by the Supplier in fulfillment of warranty (cure).
- (7) Agreements on chemical, physical and technical characteristics, dimensions, designs and quality must be strictly adhered to within the respective tolerances. If the composition of chemicals is not specified in a purchase order, the information in the safety data sheets, bulletins, product information, manufacturer specifications or product sample most recently provided to us are binding for the properties of the ordered goods.
- (8) We are entitled to have ordered goods inspected at the Supplier's premises by independent auditors. Such inspections do not release the Supplier from its warranty obligations.

## **Section 7: Product Liability, Recalls**

Should we be held liable for violation of official safety regulations or for other legal reasons based on German or foreign product liability regulations or laws as a result of defects in our product that are attributable to goods from the Supplier, we shall be entitled to demand, at our discretion, compensation for damages or indemnification to the extent that the damages were caused by the products supplied by the Supplier. These damages also include the costs of any required recall.

## **Section 8: Workplace Safety, Accident Prevention, Environmental Protection, Insurance**

- (1) For the structural characteristics (design and performance) of technical apparatus (machinery and equipment), the Supplier shall be liable for ensuring compliance with at least the currently applicable and relevant accident prevention regulations, the German Workplace Ordinance (ArbStättV) and working materials ordinance (ArbStoffV), and the general rules regarding occupational safety and health. Additional requirements resulting from the implementation of EU directives in national law are also to be complied with.
- (2) When suppliers have to perform work in our factory or in individual production areas, we shall only be liable for intentional or grossly negligent breaches of duty. This does not apply insofar as we are liable for any injuries to life, limb or health or violate a material contractual obligation.
- (3) All persons who enter our premises are obliged to wear their personal protective equipment in accordance with the requirements listed in the regulations for contractors
- (4) ("Fremdfirmenordnung"), which can be found on our website at: [www.neenah-gessner.de/fremdfirmenordnung/](http://www.neenah-gessner.de/fremdfirmenordnung/).
- (5) Safety data sheets and bulletins shall be provided with deliveries of materials to be used by us for the first time.
- (6) When equipment rented by a supplier is installed on our premises, the supplier/lessor shall ensure adequate insurance for the equipment (all-risk insurance).

## **Section 9: Place of Performance, Place of Jurisdiction, Applicable Law**

- (1) The place of performance for a purchase order shall be the Buyer's facility or the work site named in the purchase order.
- (2) The place of jurisdiction for any disputes arising from the contractual relationship shall be the district court or regional court in whose jurisdiction the place of performance lies. At our discretion, we are also entitled to bring actions with the court having jurisdiction over the Supplier's domicile.
- (3) The contractual relationship is exclusively subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## **Section 10: Retention of Title**

We do not recognize any kind of extended retention of title (in German: "erweiterter und verlängerter Eigentumsvorbehalt") on the part of the Supplier. We reserve title to any parts we provide to the Supplier for purchase orders (in particular for repair orders or subcontracting).

Processing or alteration performed by the Supplier is done on our behalf. In the case of processing, we shall acquire co-ownership of the resulting object in the ratio of the value of our object to that of the other processed objects at the time of processing.

## **Section 11: Trade Secrets, Design Protection**

- (1) The Supplier is obliged to maintain strict secrecy with regard to all internal business information of which it becomes aware while performing its orders. This also includes information about production methods, formulas and equipment configurations. The obligation to secrecy ends if and when, without any breach of contract on the part of the Supplier being the cause, such facts become public knowledge. The Supplier may not notify other customers of the use of its products in our facilities, nor may it cite such use as a reference.
- (2) To the extent that ordered parts or systems were produced by the Supplier based on one of our own designs, we shall retain all rights arising in connection with that design. By accepting a purchase order, the Supplier undertakes to refrain from providing or offering, now or later, any transferred parts or systems to third parties.
- (3) If the Supplier or one of its agents is found to be in breach of the conditions of subsections (1) and (2), we are entitled to claim damages unless the Supplier is not at fault.

## **Section 12: Transfer of Contract, Final Provisions**

- (1) The concluded contract may not be transferred in full or in part without our express written consent.
- (2) Should one of the clauses agreed above be or become wholly or partially invalid, the validity of the remainder of the Terms and Conditions of Purchase shall not be affected.

## **Section 13: Ethical Purchasing Policy**

- (1) The Supplier acknowledges the Neenah Code of Business Conduct and Ethics and Ethical Purchasing Policy covering areas such as labor, human rights, safety, health and the environment. Copies of the Ethical Purchasing Policy and the Code of Business Conduct and Ethics may be viewed at [www.Neenah-Gessner.de](http://www.Neenah-Gessner.de) and are available from Neenah on request.
- (2) Neenah expects the Supplier to maintain a consistently high standard of integrity in all its business relationships with Neenah and to foster the highest possible standards of professional competence in all its activities. To this end, in supplying goods and/or services to Neenah, the Supplier agrees that to abide by the Code of Business Conduct and Ethics and the Ethical Purchasing Policy.
- (3) Further, no Neenah employee or officer is authorized to propose to the Supplier or approve conduct inconsistent with the Code of Business Conduct and Ethics. Supplier certifies that the materials incorporated into its products comply with the laws regarding slavery and human trafficking of the country in which it is doing business.
- (4) Neenah shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier violates the Code of Business Conduct and Ethics or the Ethical Purchasing Policy (or Neenah reasonably believes that the Supplier is in violation of either policy) in the case of breaches which are capable of remedy, the Supplier fails to remedy such breach, after written notification by Neenah of such breach, within the cure period specified by Neenah for such remedy. In determining the length of any cure period Neenah shall act reasonably, having regard to the severity and nature of the breach.



When delivering our products, we use appropriate packaging materials (transport packaging such as pallets, stretch film, strapping bands, packing paper, etc.), which we take back within Germany in accordance with §15 VerpackG (German Packaging Act).

We are committed to avoiding waste wherever possible. This also applies to the packaging of our products. By returning used packaging, you are helping to ensure that as many raw materials as possible are returned to the economic cycle.

(Status: October 2025)