

General Terms and Conditions for the Purchase of Goods by Essity Companies in Germany (As of August 1, 2025)

1. General information, scope of application

- a. These General Terms and Conditions of Purchase (“**GTC**”) apply to all business relationships between us and our Suppliers (“**Supplier**”), provided that the Supplier is an entrepreneur (Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- b. Our General Terms and Conditions apply in particular to contracts for the sale and/or delivery of movable Goods (“**Goods**”), regardless of whether the Supplier manufactures the goods itself or obtains them from other suppliers (in accordance with Sections 433 or 650 (BGB)). Unless otherwise agreed, the General Terms and Conditions in the version available on the website <https://www.essity.com/terms/essity-general-terms-and-conditions/> at the time of our first order shall also apply as a framework agreement for future contracts of the same type, without us having to refer to them again in each individual case.
- c. Our GTC apply exclusively. The applicability of conflicting, deviating, or supplementary terms and conditions of the Supplier is excluded, unless we have expressly agreed to their validity in writing. This also applies if the Supplier refers to its terms and conditions in its offer or order confirmation and we do not expressly object.
- d. Individual agreements made with the Supplier in specific cases shall in any case take precedence over these GTC. Individual agreements must be confirmed in writing to be binding. A written contract or our written confirmation shall be decisive for the content of this agreement, unless the Supplier provides evidence to the contrary.
- e. Legally relevant declarations and notifications by the Supplier relating to or in connection with the contract with us (e.g. reminders, setting of deadlines, withdrawal) must be made in writing. Text form (e.g. e-mail) is not sufficient. That does not affect statutory formal requirements and other evidence, such as in particular the power of attorney of the declarant, remain unaffected.
- f. If and to the extent that we refer to statutory provisions in these GTC, this shall only serve to clarify their meaning if they are not directly amended or expressly excluded in these GTC.

2. Orders and offers, conclusion of contract

- a. Our orders are only binding if they are made in writing or in text form. Verbal or telephone orders are non-binding and require written confirmation to be binding. Additions and changes to orders or supplements thereto are only binding if they are made in writing or in text form. The Supplier must notify us of obvious errors (e.g., typing and calculation errors) and incompleteness of the order (this also applies to all order documents) before accepting the order so that we can correct or supplement them; otherwise, the contract will not be concluded (Section 154 BGB).
- b. The Supplier must confirm our order in writing or in text form within two weeks of the order date or execute it without reservation by dispatching the goods (“**Order Confirmation**”); only then shall acceptance based on the contract be deemed to have taken place.
- c. Any Order Confirmation that deviates from the order or is delayed constitutes a counteroffer and is only binding if it is accepted by us in writing or in text form. Silence on our part shall in no case be deemed acceptance of an order confirmation that deviates from the original order.

3. Subcontractors, shipping documents, packaging, and labeling

- a. Without our prior written consent, the Supplier is not entitled to engage third parties, in particular subcontractors, to fulfill the contract. Unless otherwise agreed in individual cases, the Supplier bears the procurement risk for its performance.
- b. The Supplier must enclose a delivery note with each delivery, stating the date of issue of the delivery note and the date of dispatch of the Goods, as well as the order number specified on our order. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in payment and processing. In addition, the Supplier must immediately send us a shipping confirmation with the same content as in the first sentence of this Section 3.b. All additional costs incurred by us as a result of the Supplier's failure to comply with the instructions specified in this Section 3.b. and for which the Supplier is responsible shall be borne by the Supplier.

- c. The labeling, packaging, and shipping of Goods must always be carried out in accordance with our packaging and shipping instructions. In the absence of specific instructions, the labeling, packaging, and shipping of Goods must be carried out in accordance with the usual methods of labeling, packaging, and shipping, with the care of a prudent businessman.
- d. Partial deliveries are not permitted unless we have given our express consent.

4. Assumption of risk, default of acceptance

- a. The Supplier is obliged to deliver the ordered Goods at its own expense and risk to the destination specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to the registered office of the Essity company that placed the order.
- b. The agreed destination is also the place of performance for the delivery and for subsequent performance, unless expressly agreed otherwise.
- c. The Supplier shall bear the risk of accidental loss and deterioration of the Goods until they arrive at the agreed destination.
- d. However, if the order or supplementary provisions in the shipping instructions/routing order stipulate that the Goods are to be collected from the Supplier by our contracted carrier at the Supplier's expense, the risk shall pass to us upon proper handover of the goods to the contracted carrier in accordance with the packaging and shipping instructions.
- e. We shall only be in default of acceptance in accordance with the statutory provisions. The Supplier is obliged in all cases to expressly offer the goods, i.e. even if a specific or determinable calendar date has been set for an action or cooperation on our part. If we are in default of acceptance, the Supplier is entitled to demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a non-fungible item to be manufactured by the Supplier (custom-made product), the Seller shall only be entitled to further rights arising from default of acceptance if we have undertaken to cooperate and are responsible for the failure to cooperate.

5. Delivery times, delay in delivery

- a. All delivery dates or deadlines are binding. If the delivery date or delivery period is not specified in our order and has not been agreed otherwise, a delivery period of four (4) weeks from the conclusion of the contract shall be agreed.
- b. Agreed delivery dates shall be deemed to have been met if the Goods have arrived at the agreed delivery address at the agreed time and in the agreed quantity.
- c. The Supplier must notify us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met or is unlikely to be met. The notification must include the cause and the expected duration of the delay.
- d. We reserve the right to withdraw from the contract in accordance with the statutory provisions by means of a written declaration if the Supplier exceeds the agreed delivery date. If the Supplier is responsible for exceeding the delivery date, we reserve the right to claim damages in accordance with the statutory provisions.
- e. If the Supplier is in default of delivery, we shall be entitled to demand a contractual penalty of 0.25% of the purchase price (net) of the delayed Goods per working day, but not more than 5% of the total net purchase price of the delayed Goods. We reserve the right to assert the contractual penalty upon acceptance of the delayed delivery and to assert it at the latest upon final payment. Further rights remain unaffected. In particular, we reserve the right to prove that higher damages have been incurred.

6. Quality of goods, final inspection

- a. The Supplier must deliver Goods that are free from material defects and defects of title. The Goods must comply with this Section 6 and the latest state of the art and must comply with all applicable safety regulations.
- b. The Supplier must deliver the Goods ordered by us in accordance with the product description of the Goods, the sample submitted and approved by us, with the same material composition, technical features, form, workmanship, and presentation, and must have the agreed quality. All technical features and properties of a sample approved by us are agreed quality.
- c. Furthermore, the Goods are defective if and to the extent that the public

declarations/statements contained on the label or in another product description are incomplete or incorrect. This also applies to missing, incorrect, or incomplete assembly instructions.

- d. The Supplier shall carry out a final inspection prior to delivery.

7. Obligation to investigate and report defects, audits

- a. We shall inspect the Goods received immediately upon receipt, insofar as this is reasonable in the ordinary course of business, limited to a visual inspection of the external appearance and packaging of the Goods, including the delivery documents (e.g., obvious transport damage, incorrect or short delivery), and shall notify the Supplier immediately of any defects discovered.
- b. The Supplier is expressly advised that it must obtain the consent of its liability insurer to the above contractual provision in order to maintain the existing coverage without restriction.
- c. The Supplier shall, upon agreement, grant us access to its production facilities for the ordered Goods and to the production facilities of any subcontractors, enable us to carry out audits, and provide us with the names and addresses of subcontractors upon request.

8. Compliance with legal requirements

- a. The Supplier must comply with the relevant German laws and regulations, such as the Product Liability Act, the Product Safety Act, the Medical Devices Act, the Supply Chain Due Diligence Act, the Chemicals Act, the Act on the Electromagnetic Compatibility of Equipment, the Food, Commodities, and Feed Code, the Electrical and Electronic Equipment Act, the Commodities Ordinance, the Chemicals Prohibition Ordinance, the Hazardous Substances Ordinance [Produkthaftungsgesetz, Produktsicherheitsgesetz, Medizinproduktegesetz, Lieferkettensorgfaltspflichtengesetz, Chemikaliengesetz, Gesetz über die elektromagnetische Verträglichkeit von Betriebsmitteln, Lebensmittel-, Bedarfsgegenstände- und Futtermittelgesetzbuch, Elektro- und Elektronikgesetz, Bedarfsgegenständeverordnung, Chemikalien-Verbotsverordnung, Gefahrstoffverordnung], as well as regulations and applicable directives of the European Union, such as the REACH Regulation, and, if necessary, monitor and ensure compliance with these legal standards by its Suppliers. In addition, the Supplier shall apply the relevant DIN, EN, and ISO standards, unless otherwise agreed.
- b. This also applies to all future deliveries of Goods and any future laws, regulations, directives, and standards that may apply, without these having to be mentioned separately.
- c. The Supplier shall ensure that laws, guidelines, and regulations are taken into account in a timely manner prior to their entry into force in order to ensure that the Goods delivered can be used or sold by us without violating laws, guidelines, and regulations that come into force at a later date.
- d. At our request, the supplier must provide proof of compliance with all legal requirements prior to delivery of the Goods.
- e. If the Supplier is aware that the Goods are intended for another country of delivery, the Supplier must also comply with the regulations of that country in accordance with the provisions of sections 8.a to 8.d above.

9. Defective delivery

- a. Unless otherwise specified below, our rights in the event of material defects and defects of title in the Goods (including incorrect and short delivery, improper assembly, and defective operating or user instructions) and in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions.
- b. The Supplier shall be liable in accordance with the statutory provisions, in particular for ensuring that the Goods are delivered in accordance with clause 6.
- c. Acceptance of the service does not constitute approval of the Supplier's service.
- d. Subsequent performance also includes the necessary costs for removing the defective goods and reinstalling them if the Goods have been installed in another item in accordance with their intended use. The Supplier shall also bear the costs incurred by the Supplier for the purpose of inspection, even if it turns out that there was in fact no defect. Our liability for damages in the event of unjustified notifications of defects remains unaffected by this. However, we shall only be liable in this respect if we recognized or failed to recognize through gross negligence that no defect existed prior

- to the notification.
- e. We may, at our discretion, demand subsequent performance in the form of rectification of defects or delivery of new Goods.
 - f. We shall be entitled, at the Supplier's expense, to remedy the defect in the Goods ourselves or to replace the defective Goods with Goods procured elsewhere if, for particularly urgent reasons (e.g. if we could incur damage that is particularly high in comparison to the costs of remedying the defect), we are unable to (i) inform the Supplier of the defect and the imminent damage and (ii) grant the Supplier a deadline for subsequent performance without the damage occurring.
 - g. We are unable, for particularly urgent reasons (e.g. if we could incur damage that is particularly high in comparison to the costs of remedying the defect), to (i) inform the Supplier of the defect and the imminent damage and (ii) grant the Supplier a deadline for subsequent performance without the damage occurring.
 - h. Acceptance of delivery and payment does not constitute confirmation of correct delivery.
 - i. The Supplier shall indemnify us against all third-party claims under the Product Liability Act insofar as it is responsible for a product defect whose cause lies within the Supplier's sphere of control and organization, and shall reimburse us for all damages and necessary expenses incurred by us in connection with these claims.
 - j. If the delivered goods are defective, the Supplier shall reimburse us for the costs of inspecting the goods, determining the defects, sorting them out, rebuilding them, etc., upon presentation of evidence. Our further statutory claims for damages remain unaffected. The Supplier is obliged to take out and maintain product liability insurance with a coverage amount of EUR 10 million per personal injury/property damage - lump sum. If we are entitled to further claims for damages, these remain unaffected.
 - k. If we are legally obliged to issue a recall or if we consider a recall to be necessary and appropriate for other reasons, the Supplier shall bear all necessary costs in connection with this recall insofar as the goods pose a specific risk to consumers.

10. Supplier recourse

- a. In addition to claims for defects, we are entitled to unrestricted statutory rights of recourse within the supply chain (Supplier recourse pursuant to Sections 445 a, 445 b, 478 BGB). In particular, we are entitled to demand from the Supplier the type of subsequent performance that we owe our customer in individual cases. Our statutory right of choice pursuant to Section 439 (1) BGB remains unaffected by this.
- b. Our claims arising from Supplier recourse shall also apply if the Goods have been further processed prior to sale to one of our customers or a consumer, e.g. by incorporation into another product.

11. Statute of limitations

- a. The claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- b. Claims and rights due to material defects shall become time-barred 36 months after the transfer of risk.
- c. The limitation period of 36 months shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem (Section 438 (1) No. 1 BGB) shall remain unaffected. Claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us, in particular due to the absence of a limitation period.
- d. Longer statutory limitation periods are not affected by the above provisions. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the statutory limitation period applies (Sections 195, 199 BGB).
- e. If we have notified the Supplier of the defect in good time, the limitation period for claims for defects shall be suspended until the Supplier has finally rejected responsibility for the defect or declared that the defect has been remedied. If the Supplier acknowledges its obligation to remedy the defect, the remedy shall trigger the start of a new limitation period. In the event of rectification of the defect, the new limitation period shall only apply to the rectified defect. In the event of replacement delivery, the limitation period shall apply to the entire replacement delivery.

12. Prices and terms of payment

- a. The agreed prices specified in the order for the delivery of Goods are fixed and include free delivery to the delivery address. They include packaging, freight, insurance, and

other ancillary costs, but do not include value-added tax. The prices agreed in the order are binding for the duration of the contract period.

- b. Our payment terms are 30 calendar days net from the invoice date, unless otherwise agreed. The payment deadline is met when a payment method is sent or a payment order is issued to the bank. We are not responsible for delays caused by the banks involved in the payment process. Payment and discount periods only begin when both the goods have been received by us at the agreed storage location and the invoice has been received by the accounts payable and goods accounting departments.
- c. We are entitled, but not obliged, to offset claims against the Supplier with claims of the Supplier against us or to assert rights of retention and the defense of non-performance of the contract. In particular, we are entitled to withhold due payments as long as we still have claims against the Supplier for incomplete or defective services. The Supplier may not offset claims that are disputed by us, have not been legally established, or are not yet ready for decision.
- d. Payment of invoices shall be made without prejudice to the subsequent assertion of rights. In particular, payment shall neither constitute a payment obligation nor constitute acceptance of the order for Goods or their completeness and freedom from defects.

13. Prohibition of set-off, prohibition of retention, right to refuse performance, prohibition of assignment

- a. The Supplier is only entitled to assert a right of retention or set-off insofar as its counterclaim is based on the same contract and is undisputed, ready for decision, or has been legally established. Section 321 (BGB) remains unaffected.
- b. The Supplier is not entitled to assign claims against us to third parties or to companies affiliated with the Supplier within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) without our consent. However, Section 354a of the German Commercial Code (HGB) applies to the assignment of monetary claims.

14. Transfer of ownership

- a. The Supplier shall have no right to retention of title.
- b. Any processing, mixing, or combining (further processing) of items provided by the Supplier shall be carried out on our behalf. The same shall apply to any further processing of the delivered Goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

15. Industrial property rights

- a. The Supplier shall ensure that (i) the Goods, (ii) the delivery of the Goods by the Supplier, and (iii) our use of the Goods in accordance with the contract do not infringe any third-party industrial and intellectual property rights (such as copyrights, patents, utility models or designs, trademarks, licenses, claims under unfair competition law, etc.) within the countries of the European Union and the European Free Trade Association, and that no legal or regulatory provisions are violated.
- b. If claims are asserted against us by a third party due to such an infringement of property rights, the Supplier shall be obliged to indemnify us against these claims upon first written request. The Supplier's indemnification obligation shall cover all damages and expenses necessarily incurred by us in connection with the claim.
- c. The obligation under clause 15. b shall not apply if the Supplier is not responsible for the breach under clause 15. a.

16. Rights of use

- a. If the Goods to be delivered are products that we distribute and advertise, the Supplier must provide us or an agency designated by us with data material (e.g., product images, product descriptions, etc.) in the specified format for the purpose of advertising communication upon request. By delivering the data material, the Supplier grants us the simple, unrestricted rights of use and processing of the data material in terms of content, space, and time.
- b. The granting of rights applies to use in all print, digital, mobile, and online advertising media (e.g., print media, press advertising, brochures, catalogs, TV, Internet, radio, etc.).
- c. We are entitled to transfer all rights granted by the Supplier to companies within the Essity Group. The companies within the Group may exercise these rights subject to the

- provisions of Section 16. We will inform the supplier in writing.
- d. The Supplier has the rights required for the transfer of the data material transmitted by the Supplier, in particular the transmitted images, texts, etc. The Supplier is responsible for ensuring that the transmitted data material and its content comply with the legal requirements, if any, and do not infringe any third-party rights and/or other legal regulations.
 - e. Upon first written request, the Supplier shall indemnify us and/or the group companies against any third-party claims asserted by such parties on the basis of the contractual use of the transmitted data material, unless the Supplier can prove that it is not responsible for such claims.

17. Confidentiality

- a. Each party (including its respective affiliates) undertakes not to disclose to third parties any non-public commercial and technical know-how and information of the other party which it becomes aware of as a result of the business relationship (“**Confidential Information**”) not to disclose such Confidential Information to third parties without the prior consent of the other party and not to use such Confidential Information for any purpose other than the fulfillment of its contractual obligations. The disclosure of such Confidential Information shall be limited to those officers, employees, consultants, and/or agents of the receiving party who have a need to know and who are bound by confidentiality obligations no less stringent than those contained herein. These confidentiality and non-use obligations shall remain in force for a period of five years after the expiry or termination of an agreement, except in relation to information that constitutes a trade secret or copyright-protected technical knowledge, in which case an agreement these obligations shall remain in force for as long as such information is not publicly known. The obligations relating to Confidential Information referred to in clause 17.a do not include information that
 - i. are publicly available at the time the contract is concluded or become publicly available later, unless as a result of a breach of law or contract;
 - ii. were demonstrably known to the receiving party prior to the date of disclosure of the information by the disclosing party;
 - iii. are acquired from a third party who has the right to disclose the information to the receiving party without breaching any duty of confidentiality (provided that the receipt of the information does not constitute a breach of confidentiality or a breach of contract);
 - iv. are developed independently by the receiving party without relying on, using, or deriving strategic guidance from Confidential Information; or
 - v. a party is required to disclose by a stock exchange, a self-regulatory organization, a court, or a government authority, provided that the receiving party notifies the disclosing party, to the extent legally possible, prior to such disclosure and cooperates with the disclosing party in the event that the disclosing party decides to challenge such disclosure in court or otherwise seek confidential treatment.-

18. Supplier standard

The Supplier warrants that it complies with Essity's Global Supplier Standard (“Supplier Standard”) published at www.essity.com/gss and updated from time to time in all respects. The Supplier shall ensure that the rules and principles also apply to and are complied with by subcontractors and other third parties engaged by the Supplier to fulfill its obligations to us.

19. Place of jurisdiction, applicable law

- a. The exclusive place of jurisdiction for all disputes arising directly or indirectly from these GTC and the contractual relationship with the Supplier is Mannheim, Germany. We are also entitled to sue the Supplier at the Supplier's general place of jurisdiction or at the place of performance in accordance with these GTC or a prior individual agreement.
- b. These GTC and the contractual relationship with the Supplier shall be governed by German law, excluding any further references. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.