

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

1. General, Scope

- a. These General Terms and Conditions for the Purchase of Services (“**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 GTC apply to contracts for the provision of Services within the meaning of § 611 BGB (“**Services**”) by Suppliers. Unless otherwise agreed, the GTC 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. The content of this agreement shall be governed by a written contract or our written confirmation, unless the Supplier provides evidence to the contrary.
- e. Legally relevant declarations and notifications by the Supplier that relate to or are connected with the contract with us (e.g., reminders, setting of deadlines, withdrawal) must be made in writing (text form is not sufficient). That does not affect statutory formal requirements and other evidence, such as, in particular, the power of attorney of the declarant.
- f. If and to the extent that we refer to statutory provisions in these GTC, this shall only have a clarifying 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. 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 within two weeks of the order date (“**Order confirmation**”); only then is there a contractually binding acceptance.
- c. An 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. Silence on our part shall in no case be deemed acceptance of an order confirmation that deviates from the original order.

3. Subcontractor

Without our prior written consent, the Supplier is not entitled to engage third parties, in particular subcontractors, to perform the services.

4. Provision of services on the factory premises

- a. Access to our factory premises is only permitted after completing online safety training and obtaining the corresponding certificate. Therefore, all employees of the Supplier and their subcontractors who work at our company are required to complete the mandatory online “General External Company Training” for our respective factory and present it upon entry. Registration is done via the contact address of our occupational safety department: info.fremdfirmenunterweisung@essity.com.
- b. In accordance with the German Renewable Energy Sources Act (EEG) and other regulations, we as the client are obliged to ensure a so-called third-party quantity delimitation for the electricity provided to the Supplier. For this reason, the Supplier undertakes without restriction to record its electricity consumption for the period of work on the factory premises. The Supplier is only permitted to use sockets for electricity supply if the electricity used is fully calibrated and recorded. We will provide the Supplier with suitable mobile electricity meters. These can be borrowed at no additional cost from the respective requester/project manager for the duration of the service provision. The Supplier is obliged to return the meter unsolicited after use when leaving the factory premises. The Supplier is fully liable for loss or damage. In the case of construction site power distributors, calibrated meters that meet the requirements of the

Measurement and Calibration Act are mandatory for the Supplier. Installation and reading before commissioning and after dismantling must be coordinated with us and documented.

- c. Battery-powered handheld devices should be used wherever possible. On our factory premises, the Supplier's batteries may only be charged at calibrated, designated measuring points.
- d. Failure to comply with these regulations can result in significant financial losses for us. Therefore, any violation by the Supplier will be sanctioned and will inevitably lead to consequences for current and future orders.

5. Performance deadlines, default in performance

- a. All performance dates or deadlines are binding.
- b. If and to the extent that delivery is required and a delivery date or delivery period is not specified in our order or otherwise agreed, a delivery period of four (4) weeks from the conclusion of the contract shall be deemed to have been agreed.
- c. Agreed performance dates shall be deemed to have been met if the Services are properly performed by the performance date.
- d. The Supplier must inform us immediately in writing (text form is not sufficient) if circumstances arise or become apparent to it which indicate that the agreed delivery and/or performance deadline cannot be met or is unlikely to be met. The information must include the cause and the expected duration of the delay.
- e. We reserve the right to withdraw from the contract or terminate it in accordance with the statutory provisions by means of a written declaration if the Supplier exceeds the agreed performance date. If the Supplier is responsible for exceeding the performance date, we reserve the right to claim damages in accordance with the statutory provisions.
- f. If the Supplier is in default of performance, we shall be entitled to demand a contractual penalty of 0.20% of the net order amount per working day (Monday to Friday), but not more than 5% of the total net remuneration. We do not have to reserve the right to claim the contractual penalty upon acceptance of the delayed performance, and it is sufficient to claim it within the final payment period. Further rights remain unaffected, whereby contractual penalty claims shall be offset against claims for damages. In particular, we reserve the right to prove that higher damages have been incurred.

6. Quality of services

The Services must be state-of-the-art and comply with all applicable safety regulations. The services must be of first-class quality and the Supplier must perform the Services with the necessary care.

7. Compliance with legal requirements

- a. The Supplier must monitor and ensure compliance with the relevant German laws, directives, and regulations, as well as the relevant regulations, directives, and guidelines of the European Union and, where applicable, compliance with these legal standards by its Suppliers. In addition, the Supplier shall apply DIN, EN, and ISO standards applicable to the subcontractors, unless otherwise agreed.
- b. This also applies to the future provision of Services 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 before they come into force in order to ensure that the Services provided can be used 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 providing the Services.
- e. If the Supplier is aware that the services are intended to be provided in another country, the Supplier must also comply with the regulations of that country in accordance with the provisions of Sections 7.a to 7.d above.

8. Poor performance

- a. Unless otherwise specified below, our rights in the event of material defects and defects of title in the services and other breaches of contractual obligations by the Supplier shall be governed by the statutory provisions.
- b. In the event of Services being provided in breach of the Supplier's contractual obligations, the Services shall be provided again, insofar as this is possible and reasonable for us.
- c. The Supplier shall be liable in accordance with the statutory provisions, in particular for the proper provision of the Services in accordance with Sections 7 and 8.

- d. Acceptance of the Service does not constitute approval of the Supplier's Service.
- e. Acceptance of the Service and payment for it does not constitute confirmation that the Service has been provided free of defects.
- f. If the Services provided are defective or otherwise contrary to the contract, the Supplier shall reimburse us for the costs of inspecting the Services, determining the defects, etc., upon presentation of evidence, insofar as these costs have been incurred. Our further statutory claims for damages remain unaffected.
- g. Unless otherwise agreed in individual contracts, the Supplier shall take out and maintain 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 shall remain unaffected.

9. Statute of limitations

- a. Claims based on services within the meaning of Section 611 BGB which were defective or otherwise performed in breach of contract shall become time-barred in accordance with the statutory limitation period (Sections 195, 199 BGB).
- b. A limitation period of 60 months shall also apply accordingly to claims arising from legal defects. Claims arising from legal defects shall not become time-barred in any case as long as the third party can still assert the right against us, in particular due to the absence of a limitation period.
- c. 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 (Sections 195, 199 BGB) applies.
- d. If we have notified the Supplier of the defect or breach of contractual obligations in good time, the limitation period for claims for defects and claims arising from breaches of contractual obligations shall be suspended until the Supplier has finally rejected responsibility for the defect or breach of contractual obligations or has declared that the defect or breach of contractual obligations has been remedied. If, in the case of defective work, the Supplier acknowledges its obligation to remedy the defect, the remedy triggers the start of a new limitation period. In the case of defect rectification, the new limitation period applies only to the rectified defect. In the event of a notice of defect or a request for rectification, the warranty shall expire 12 months after receipt of the notice of defect/request for rectification, but not before the expiry of the warranty period in accordance with a), b) and c) above. In the event of replacement production, the new limitation period shall apply to the entire replacement performance.

10. Prices and payment terms

- a. Remuneration shall be based on actual expenditure against proof of the Services actually rendered in accordance with the billing rates available to us or at a fixed flat rate. The order value is limited to the net order value. Any additional expenses beyond this must be approved by us in writing in advance or commissioned by us in a written addendum. Verbal agreements are not valid.
- b. The remuneration agreed in the order is binding for the duration of the contract.
- c. Our payment term is 30 calendar days net from the invoice date, unless otherwise agreed or the remuneration is only due upon successful acceptance (Abnahme). The payment deadline is met when a means of payment 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 (Skonto) only begin when both
 - (i) the services have been received by us, or, if and to the extent that acceptance is necessary or agreed by the parties, as well as
 - (ii) the invoice has been received by the accounts payable and accounting departments. 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 Services.

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

- a. The Supplier is only entitled to assert a right of retention or to 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. Without our consent, 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). However, Section 354a of the German Commercial Code (HGB) applies to the assignment of monetary claims.

12. Transfer of ownership

- a. The Supplier can not invoke retention of title.
- b. Ownership and risk of loss in relation to goods, materials or other results or rights, if included in the Services, shall pass to us upon acceptance of the Service.

13. Industrial property rights

- a. The Supplier shall ensure that (i) the Services, (ii) the provision of the Services by the Supplier, and (iii) our contractual use of the Services 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 a third party asserts claims against us for such an infringement of property rights, the Supplier is obliged to indemnify us against these claims upon first written request. The Supplier's indemnification obligation applies to all damages and expenses that we necessarily incur in connection with the assertion of claims.
- c. The obligation under clause 13b shall not apply if the supplier is not responsible for the breach under clause 13a.

14. Rights of use

- a. If the service to be provided is a product 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, location, 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 of the Essity Group. 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 claims asserted by third parties on the basis of the contractual use of the transmitted data material, unless the Supplier can prove that it is not responsible for these claims.

15. Confidentiality

- a. Each party (including its respective affiliates) undertakes not to disclose any non-public commercial and technical know-how and information of the other party, of which it becomes aware as a result of the business relationship (" Confidential Information") without the prior consent of the other party and not to use such Confidential Information for any purpose other than the performance 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 effect for a period of five years after the expiration or termination of the Agreement, except with respect to information that constitutes a trade secret or copyrighted technical knowledge, in which case these obligations shall remain in effect for as long as such information is not publicly known.
- b. The obligations relating to Confidential Information referred to in clause 15.a do not include information that
 - i. are publicly available at the time of conclusion of the contract or become publicly available at a later date, 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. is 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 any duty of confidentiality or a breach of contract);
- iv. be 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 information by a stock exchange, self-regulatory organization, court, or government authority, provided that the receiving party notifies the disclosing party of such disclosure to the extent legally possible and cooperates with the disclosing party in the event that the disclosing party decides to legally challenge and avoid such disclosure or otherwise seek confidential treatment. disclosing party decides to legally challenge and avoid such disclosure or otherwise seek confidential treatment.

16. Supplier standard

The Supplier warrants that it complies in all respects with Essity's Global Supplier Standard ("Supplier Standard") published at www.essity.com/gss and updated from time to time. The Supplier shall ensure that the regulations 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.

17. Miscellaneous, 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. German law applies to these GTC and the contractual relationships with the Supplier, excluding further references. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.