

General Terms and Conditions for Purchase of Supplies

1 Scope

- 1.1 These GTCs apply whenever Essity purchases Supplies with reference to these GTCs. Essity becomes obligated to purchase Supplies upon issuing a Purchase Order.
- 1.2 By accepting or beginning performance of a Purchase Order, Supplier accepts these GTCs in their entirety. Any Supplier terms and conditions or similar documents, whether provided before or after the Purchase Order is issued, do not form part of this Agreement.
- 1.3 If there is any inconsistency between the documents forming this Agreement, the following order of precedence applies: (1) the Specification, (2) the Purchase Order, and (3) these GTCs. These GTCs are available in English, German, Spanish, and French. If there is any inconsistency between different language versions, the English version prevails.

2 Definitions

Agreement: the binding contract for the purchase of Supplies is formed when Supplier either (i) accepts a Purchase Order or (ii) begins performing under a Purchase Order. Each Agreement consists of the applicable Specification (if any), the Purchase Order, and these GTCs.

Confidential Information: any information, technical data or know-how including but not limited to information relating to research, product plans, products, services, customers, markets, software, hardware, inventions, formulae, processes, designs, drawings, engineering, marketing, advertising, prices, or finances, disclosed in any form or accessed during visits.

Defect: any non-conformity of Supplies with this Agreement including but not limited to: (i) failure to meet industry standards, professional standards of care, legal requirements, sample deliveries, the Specification or other descriptions and requirements provided or approved by Essity; (ii) inadequate design, materials, quality, methodology, workmanship, or performance; (iii) delivery of quantities, work product or deliverables that do not meet the requirements in the Purchase Order or the Specification; or (iv) any other deficiency affecting the quality, safety, functionality, or intended use of Supplies.

Intellectual Property Rights: any intellectual and industrial property rights including but not limited to patents, utility models, trademarks, designs, copyrights, inventions, know-how, trade secrets (as defined in applicable law), and any other similar or related rights.

Essity: the legal entity within Essity Group issuing the Purchase Order.

Essity Data: any data and information that any legal entity in Essity Group makes available to Supplier or stores on Supplier's equipment, in relation with this Agreement.

Essity Group: Essity Aktiebolag (publ.) and its direct and indirect subsidiaries.

Force Majeure Event: an unforeseeable event beyond a Party's reasonable control that prevents or impedes performance under this Agreement and whose effects could not reasonably have been avoided or overcome by the affected Party. These events include but are not limited to natural disasters (fire, flood, earthquakes), catastrophic events (nuclear accidents), war, riots, sabotage, revolutions, or epidemics. Strikes or lockouts of Supplier's or its subcontractors' personnel are excluded.

GTC: these general terms and conditions for the purchase of Supplies.

GSS: the Essity Global Supplier Standard, sections 1 and 2, as may be amended from time to time and in the latest version publicly accessible at www.essity.com/gss.

Party: Supplier or Essity individually. Parties shall jointly refer to Supplier and Essity.

Purchase Order: any written instruction issued by Essity for the delivery of Supplies. This includes: (i) a formal document titled "Purchase Order" or "Order" that specifies, inter alia, the price, quantities, description and requirements for Supplies, and delivery details; or (ii) any other written communication including but not limited to email or system-generated instructions that clearly indicates Essity's intent to purchase Supplies.

Specification: any description of Supplies, together with supporting materials including but not limited to project plans, technical documentation, drawings, and samples, regardless of title or format.

Supplier: the legal entity indicated in the Purchase Order.

Supplies: any goods, services, materials, work products or other deliverables to be provided under this Agreement.

3 General Conditions for Supplies

- 3.1 Supplier shall provide Supplies with due care, diligence, and professionalism.
- 3.2 If Supplier performs any part of Supplies at an Essity site, it shall comply with the site's applicable safety standards and relevant health and safety legislation.
- 3.3 The personnel Supplier assigns to perform Supplies, whether its own employees or subcontractors, remain under Supplier's sole responsibility. These individuals are independent contractors, not employees of Essity, even if Essity provides them with any instructions or guidance that may be required pursuant to this Agreement. Essity may, at its sole discretion and without stating reasons, require Supplier to remove and replace any individual assigned to perform Supplies. Supplier shall promptly comply with such request at no additional cost to Essity.
- 3.4 Essity may change any of the following at any time by notice: (i) the Specification, where Supplies are specifically manufactured, developed, or tailored for Essity; (ii) quantities or scope; (iii) place of delivery or performance; (iv) shipping or packaging methods; or (v) delivery schedule. If the changes affect the cost or delivery schedule, the Parties shall agree on a fair adjustment to the price, delivery schedule, or both. Supplier shall notify any claim for adjustment within 5 business days of receiving Essity's change notice. Failure to submit a timely claim waives the right to seek adjustment.

4 Price, Invoicing and Payment

- 4.1 The price referenced in the Purchase Order includes all costs and expenses for providing Supplies, including but not limited to personnel, materials, equipment, and travel. Supplier shall not charge any additional fees.
- 4.2 Supplier shall submit invoices to Essity: (i) if ICC Incoterms® 2020 apply, at the earliest when risk transfers to Essity under the agreed Incoterms but not before dispatch to Essity; or (ii) if no Incoterms are agreed, as soon as Supplies have been completed and delivered as specified in this Agreement.
- 4.3 All amounts payable under this Agreement exclude value added tax or similar tax (VAT). If VAT applies by law and Supplier shall charge and report it, Supplier may add the VAT amount to the payable amount and shall provide a fully compliant VAT invoice for any VAT charged. Supplier shall bear and pay all other taxes, duties, levies, and governmental charges related to this Agreement.
- 4.4 If withholding tax applies by law, Essity may deduct the required amount from payments due to Supplier and remit the tax to the appropriate tax authorities on Supplier's behalf. If withholding tax exemption or reduction applies, Supplier shall inform Essity and provide all necessary documentation to claim the exemption or reduction without undue delay and no later than when sending its first invoice. If correct and complete documents are not provided on time, Essity will deduct the full amount applicable by law.

- 4.5 Supplier shall ensure each invoice complies with all applicable legal and tax requirements and includes the information specified at [Accounts Payable and Invoice Requirements](#). Essity may specify additional details required for its internal accounting processes if communicated reasonably in advance. Supplier shall include all documentation Essity reasonably requires supporting Supplier's payment claim.
- 4.6 Unless otherwise required by law or agreed in writing, Essity shall pay within 90 days from receiving a correct and complete invoice meeting the requirements in this Agreement.
- 4.7 Essity may withhold payment if Supplier's invoice is inaccurate, does not meet Essity's requirements, or fails to satisfy applicable legal and tax requirements. The payment term applies from the date Essity receives an invoice meeting all specified requirements.
- 4.8 Essity's payment does not constitute acceptance of Supplies or the invoiced amount.

5 Performance and Delivery

- 5.1 Supplier shall meet all deadlines for performing and delivering Supplies as specified in this Agreement or as otherwise agreed and shall perform all other obligations promptly.
- 5.2 Supplier shall promptly notify Essity of any actual or anticipated delay in performing or delivering Supplies. The notice shall include the reasons for the delay and the proposed actions to minimize it.
- 5.3 Upon non-delivery or delay, Essity has the unconditional right to require performance or to terminate the Agreement under Section 17, without limiting Supplier's obligation to compensate Essity for losses and damages under Section 9.
- 5.4 Essity is not required to carry out detailed inspection of Supplies. When Essity directly receives Supplies, it will only conduct cursory inspection for obvious visible defects in external appearance and packaging. For fully finished goods intended for resale without modification, Essity has no inspection obligation.

6 Title and Risk of Loss

- 6.1 Title and risk to tangible Supplies transfer under the agreed ICC Incoterms® 2020. If no Incoterms are agreed, title and risk transfer to Essity upon delivery of Supplies at Essity's place of business.

7 Warranties

- 7.1 Supplier warrants that:
 - (i) Supplies are free from Defects.
 - (ii) Supplier transfers complete ownership of all tangible Supplies to Essity, free from any liens, security interests, encumbrances or other third-party claims;
 - (iii) Supplier complies with all applicable laws and regulations.
 - (iv) Supplies, including their manufacture, import, export, sale, and use, do not infringe any third party's Intellectual Property Rights;
 - (v) All documentation and information provided by Supplier regarding Supplies are accurate, complete, and correct; and
 - (vi) Supplier complies with the GSS.
- 7.2 These warranties survive receipt of Supplies and termination of this Agreement and remain in effect until the later of (i) any applicable statutory warranty period expiring, or (ii) two years after Essity receives Supplies.

8 Remedies for Defects

- 8.1 Essity shall notify Supplier of any Defects within a reasonable time after discovery if the Defect is identified during the applicable warranty period.
- 8.2 Upon notice of any Defect, Supplier shall, at its own cost and promptly, provide Essity's chosen remedy: (i) rectify the Defect, (ii) re-provide Supplies, or (iii) reduce the price. For tangible Supplies, Supplier shall replace the entire delivery or, where practicable without disrupting Essity's operations, separate and replace only the Defective Supplies.
- 8.3 When rectifying a Defect, Supplier shall promptly take all necessary corrective actions to rectify the Defect and prevent recurrence. Essity's approval or involvement does not diminish Supplier's responsibility for rectifying the Defect.
- 8.4 If Supplier fails to rectify the Defect, Essity may set a final written deadline for rectification. If not remedied by that deadline, Essity may terminate this Agreement. Termination does not affect other available remedies.

9 Liability

- 9.1 Each Party is liable for direct losses and damages relating to its breach of this Agreement. Neither Party is liable for indirect losses including but not limited to lost business, revenue, goodwill, or savings, except as for losses relating to: (i) indemnification obligations below, (ii) confidentiality breaches, (iii) mandatory law violations, (iv) death/bodily injury, or (v) gross negligence or willful misconduct.
- 9.2 Supplier shall indemnify Essity against any claims, losses, damages, fines, liabilities, costs and expenses relating to: (i) Supplier's failure to comply with Section 13 (Essity Data), (ii) Supplier's failure to comply with Section 14 (Trade Compliance), (iii) any third-party professional liability or product liability claims relating to Supplies, (iv) a claim that Supplies or any use or related activity infringe any third party's Intellectual Property Rights. Essity shall promptly notify Supplier of any claim, action or order and provide any information or assistance Supplier reasonably requests in defending against those claims. Each Party controls its own defense and settlement negotiations. No Party may settle or compromise any claim affecting the other Party without that Party's prior written consent. The Parties shall reasonably cooperate with each other, considering their respective interests as permitted by law.

10 Insurances

- 10.1 Supplier shall, at its own expense, maintain insurance coverage appropriate to the nature of Supplies during the term of this Agreement and for 24 months after. This insurance shall include but not be limited to: (i) general liability insurance; (ii) product liability insurance (for tangible Supplies), (iii) professional liability insurance (for advisory services), and (iv) any other insurance Essity reasonably requests. The insurance shall be maintained with reputable insurers. Upon request, Supplier shall provide Essity with certificates of insurance evidencing that coverage.

11 Proprietary Rights

- 11.1 Essity keeps ownership of all its Intellectual Property Rights and other proprietary rights. Supplier may use those rights solely to the extent necessary to fulfill its obligations under this Agreement. Supplies using Intellectual Property or other proprietary rights owned by or licensed to Essity shall not be used by Supplier for its own purpose or sold to third parties without Essity's prior written consent. Upon request, Supplier shall promptly return all materials containing Essity's Intellectual Property or other proprietary rights.
- 11.2 To the extent Supplier has pre-existing Intellectual Property Rights or other proprietary rights in Supplies, Supplier grants Essity a fully paid-up, nonexclusive, worldwide, irrevocable license to use

Supplies for the intended purposes in this Agreement and for the entire duration of these rights (and shall secure any necessary third-party licenses) at its own expense.

- 11.3 To the extent Supplies include Intellectual Property Rights developed for Essity, those and other proprietary rights in Supplies (other than pre-existing rights covered in Section 11.2) are Essity's sole property at no additional cost. These rights are irrevocably transferred from Supplier to Essity, automatically and immediately upon their creation with full ownership rights. Supplier warrants that all its employees, contractors, and agents have validly assigned all those rights to Supplier with the right to further assign to Essity. This includes without limitation the right to freely use, copy, assign, sub-license, modify, and further develop Supplies.
- 11.4 Supplier shall not reference this Agreement or use names, logos, or other Intellectual Property of Essity or any Essity Group entity in commercial documents, advertising, or promotional materials without prior written consent.

12 Confidentiality

- 12.1 Each Party shall: (i) not disclose the other Party's Confidential Information to third parties without prior consent; (ii) use Confidential Information solely to perform under this Agreement; and (iii) limit access to Confidential Information to need-to-know personnel bound by similar confidentiality obligations. These obligations survive 5 years post-termination (indefinitely for trade secrets).
- 12.2 These obligations do not apply to information that is: (i) publicly available (not through breach); (ii) independently known by the receiving Party unrelated to this Agreement; or (iii) required to be disclosed by law or government authority.

13 Essity Data

- 13.1 Supplier does not acquire any interest in Essity Data and shall use it solely as strictly needed to provide Supplies under this Agreement and any applicable Essity Information Security Conditions.
- 13.2 The Parties shall process personal data as defined in any applicable data protection laws only for performing this Agreement and in compliance with the applicable data protection laws, and any Data Processing Agreement agreed between the Parties. If there is a conflict between this Agreement and the Data Processing Agreement, the Data Processing Agreement shall prevail.
- 13.3 If not expressly stated in the Specification, Supplier shall not use an AI system as defined in Regulation (EU) 2024/1689 of 13 June 2024 (Artificial Intelligence Act) and applicable national laws of EU member states (AI Legislation), without Essity's prior written approval (i) that is considered high-risk under the AI Legislation as part of Supplies, or (ii) to provide any part of Supplies.

14 Trade Compliance

- 14.1 Each Party shall comply with all export controls, sanctions, and trade restrictions administered by the UN, EU, U.S., and UK, as well as any other jurisdiction to the extent applicable to the Party, this Agreement, Supplies, and any activities under this Agreement.
- 14.2 Supplier shall provide Essity with the export control classification codes (e.g., ECCN/ECN or local equivalents) applicable to Supplies (including their components, technology, and software) and other export control related information or documentation Essity reasonably requests.
- 14.3 Each Party undertakes to ensure that neither it nor its directors or officers are listed on any UN, EU, U.S., UK, or any other jurisdiction to the extent applicable to the Party, sanctions or prohibited party lists, are under control of a listed person or entity, or act on behalf of a listed person or entity. Neither Party shall make or receive payments from any sanctioned person or entity or those under their control.
- 14.4 Each Party shall promptly notify the other Party if it becomes aware of any circumstance that may result in a breach of this Section 14. The breaching Party shall promptly take all necessary

measures to prevent, mitigate, or remedy the breach. Upon request, the breaching Party shall provide the other Party with documentation to verify its compliance with this Section 14.

15 Audit Rights

- 15.1 Upon notice, Supplier shall provide Essity and its designated auditors with access to Supplier's premises, records, and information necessary to verify compliance with this Agreement. Audits will be conducted during normal business hours and not more than once each calendar year unless material non-compliance is suspected or identified. Each Party bears its own audit costs unless the audit reveals material non-compliance, in which case Supplier shall reimburse Essity's reasonable audit expenses.
- 15.2 Supplier shall keep all records related to this Agreement for 5 years following final payment, except for Supplies covered by the Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices (or any successor legislation), where records shall be kept for 10 years.

16 Force Majeure

- 16.1 Neither Party is liable for non-performance due to a Force Majeure Event, if the affected Party: (i) promptly notifies the other Party; (ii) uses best efforts at its own cost to minimize impact and duration; and (iii) promptly notifies when the Force Majeure Event ends and resumes performance.

17 Termination

- 17.1 Either Party may terminate this Agreement: (i) immediately for the other Party's material breach or insolvency; or (ii) if a Force Majeure Event prevents the other Party's performance for more than 30 days. Non-delivery or delay under Section 5.3 constitutes a material breach giving Essity the right to immediate termination. If any other breach can be cured, the breaching Party has 15 calendar days after receiving notice to cure it. Essity may also terminate this Agreement for convenience at any time by giving Supplier 30 days' prior written notice. If Essity terminates for convenience, Supplier is entitled only to payment for Supplies performed up to the effective termination date excluding any compensation for costs incurred, lost profits, or other damages.
- 17.2 Upon termination or expiration, Supplier shall promptly, as instructed by Essity, return, or delete all Essity Data, and assist with the smooth transfer of services and data to Essity or a third party at no additional cost to Essity.

18 Miscellaneous

- 18.1 Neither Party may assign its rights or obligations under this Agreement without the other Party's prior consent. Despite this, Essity may assign this Agreement, entirely or partly, or delegate its obligations upon written notice to any Essity Group entity.
- 18.2 Supplier shall not subcontract any part of Supplies without Essity's prior written approval. Approval to subcontract does not relieve Supplier of any liability or obligation under this Agreement.
- 18.3 All notices and communications under this Agreement shall be in writing and are complete upon transmittal by recognized international courier, registered mail, or email with confirmation of receipt, to addresses stated in the Purchase Order.
- 18.4 This Agreement constitutes the entire understanding between the Parties related to Supplies and may only be amended or waived in writing signed by both Parties.
- 18.5 If any provision of this Agreement becomes invalid or unenforceable, the other provisions remain in effect. Any invalid or unenforceable provision will be replaced by a valid and enforceable provision that reflects the Parties' intentions.
- 18.6 This Agreement does not create any agency, partnership, or joint venture between the Parties.

19 Country Specific Provisions

19.1 The following country-specific provisions replace Section 4.6:

Spain – Essity shall pay within 60 days from receiving a correct and complete invoice meeting the requirements in this Agreement.

20 Governing Law and Dispute Resolution

20.1 The laws of the country, state, or province where Essity has its registered place of business govern this Agreement. The following do not apply: (i) conflict-of-law provisions, and (ii) the UN Convention on Contracts for the International Sale of Goods.

20.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (SCC). The Rules for Expedited Arbitrations shall apply, unless SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be the city where Essity has its registered place of business. The language to be used in the arbitral proceedings shall be English. Except as may be required by law, any regulatory, stock market, or government authority, or for enforcement of a judgment, neither Party may disclose any information or documents presented in relation to the proceedings, or the existence, content, or results of any arbitration under this Agreement without the other Party's prior written consent. Despite the above, each Party may at any time apply to any court of competent jurisdiction for interim relief.
