

GENERAL TERMS AND CONDITIONS OF PURCHASE

■ § 17 Human Rights and Environmental Protection (Supply Chain Act – Lieferkettensorgfaltspflichtengesetz – LkSG)

1. The Contracting Party must comply with the prohibitions specified in Section 2(2) of the German Supply Chain Act (Lieferkettengesetz – LkSG) (human rights) and Section 2(3) LkSG (environmental risks) when supplying any services and products to us.
2. The Contracting Party shall also communicate these obligations to its suppliers in a suitable form and shall demand and monitor compliance with them insofar as the subcontractors are engaged to supply services or products to us. These suppliers are also required to impose the obligations on their own suppliers.
3. In this connection, the Contracting Party shall grant us the right to verify compliance with the human rights and environmental requirements by visiting the premises and production sites of the Contracting Party once per year or as warranted during normal business hours with reasonable advance notice. To this end, we shall be permitted in particular to inspect the documentation of occupational health and safety measures, such as policies or handbooks, to verify the implementation of occupational health and safety measures in workplaces through visual inspections, and to take additional verification measures in the form of interviews in cases where doubts arise. The Contracting Party may object to individual auditing measures if they conflict with data protection considerations.
4. On request, the Contracting Party shall without delay obtain and pass on to us information and documents that we require to prove compliance with legislative requirements for authorities, including but not limited to requirements under the German Supply Chain Act.
5. If we offer training and professional development on human rights or environmental matters to the Contracting Party free of charge ourselves or arrange this through specialist third parties, the Contracting Party shall enable its employees who come into contact with us through their responsibility for product deliveries and services to participate in the training/professional development for a maximum of one working day per year as part of their working hours.
6. The Contracting Party must pass on information received from us concerning contact details, responsibility, and the complaints procedure to its employees in a suitable form. Employees must be able to access the complaints procedure without their identity being disclosed and without being disadvantaged. Furthermore, the Contracting Party shall also pass on the information on the complaints procedure to individuals and groups who may be impacted negatively by its business activity.

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7. Should a breach of human rights or environmental obligations be ascertained, we shall notify the Contracting Party of this in writing without delay and set a reasonable period of grace for the Contracting Party to desist from the breach. If the Contracting Party is unable to redress the situation in the near term, it must notify us of this without delay and devise a plan and schedule with us to stop or minimize the breach. We are entitled to suspend the business relationship until the breach has been stopped or minimized. If a breach is serious and the period of grace ends without result or the measures in the plan do not redress the situation after the scheduled time, we may terminate the business relationship and end all contracts if notice of this consequence was given when the period of grace was set. This shall not affect the statutory right to extraordinary termination without a period of grace, in particular in the event of culpable, very serious breaches that result in it being unreasonable to continue the business relationship.
8. For every breach of human rights and environmental obligations, the Contracting Party shall pay a contractual penalty set by us, which is considered reasonable particularly in light of potential reputation damage; the amount of the contractual penalty may be reviewed by the courts. In addition, the Contracting Party shall pay us compensation for damage we incur due to the breach of human rights and environmental obligations. Any contractual penalties incurred shall be offset against the compensation. The compensation obligation shall not apply if the Contracting Party proves it was not to blame for the breach.

■ § 18 Compliance Guidelines

The Koehler Group has Corporate Compliance Guidelines which regulate things like the way gifts and invitations from contactors are handled. The contractor undertakes not to provide Koehler Group employees with any cash, holidays, or gifts exceeding €40 in gross value. The contractor also undertakes not to send any gifts to employees' private addresses. Any contravention of this clause shall entitle us to terminate the agreement and end the business relationship without notice.

■ § 19 Data privacy

Each Party is entitled to store, process, and use the personal data received from the other Party for the purpose of contractual performance, paying due regard to the provisions of the German Federal Data Protection Act and the General Data Protection Regulation (GDPR). In particular, this means

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- that the person authorized to process personal data is bound by a nondisclosure obligation or is subject to an appropriate statutory duty of secrecy;
- that personal data pertaining to our Company may not be processed outside the scope of the GDPR without the permission of us;
- that personal data shall be appropriately safeguarded by means of technical and organizational measures pursuant to Article 32 of the GDPR;
- our Company is indemnified from claims made by third parties and data subjects arising from a culpable breach of provisions of the GDPR on the part of the contractor, with the burden of proof incumbent on the contractor in respect of demonstrating the necessary care pursuant to Article 5 (2) of the GDPR;
- that personal data pertaining to the contractor may only be transmitted to our Company in accordance with the provisions of the GDPR (in particular, transmission due to legal authorization or consent or for the purpose of meeting transparency obligations and the rights of data subjects).

In the event that the performance of the contract requires further processing of personal data, the Parties undertake to conclude an agreement on commissioned data processing.

■ § 20 Transferring rights and obligations

Rights and obligations arising from agreements concluded between the contractor and us may only be transferred partially or wholly with our express written permission.

■ § 21 Final provisions / place of jurisdiction / applicable law

1. If a place of performance for performances/deliveries is not expressly agreed upon, then the place of performance is the registered office of the ordering company, provided that the contractor is a merchant or a legal entity governed by public law. The place of jurisdiction is the registered office of our ordering company. However, we are also entitled to bring suit against the contractor at its general place of jurisdiction.
2. No verbal agreements have been made. If such agreements were made before the integration of these General Terms and Conditions of Purchase for Services, they shall become null and void upon integration of these General Terms and Conditions of Purchase for Services.
3. In addition to the relevant agreement pursuant to Section 3, the relevant laws of the Federal Republic of Germany pertaining to legal relationships between domestic parties shall apply exclusively. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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4. If any of the aforementioned clauses shall be wholly or partly invalid, this shall not affect the applicability of the rest of the General Terms and Conditions of Purchase for Services. These Terms and Conditions of Purchase for Services shall apply in the version valid at the time an agreement is concluded, which can be viewed at www.beaverpaper.com.

Beaver Paper GmbH, Willstätt

Our General Terms of Purchase have been translated into English. In the case of different interpretations between the two language versions, the German version shall take precedence.

(Status: August 2023, Rev. 4)