

Terms and Conditions

EURO WASTE, s.r.o.

Preamble

These are the general terms and conditions of EURO WASTE, s.r.o. with their registered office at Štětí, Litoměřická 272, Postal Code 411 08, IN 250 18 132, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section C, Entry 32424.

The buyer holds a valid licence No. IČZ CZU 00104 to operate a facility for the collection and purchase of waste subject to trading.

For the purposes of these Terms and Conditions, the following terms shall have the meanings as defined below:

Buyer (or Customer): EURO WASTE, IN 2501832, IČZ No. CZU00104, IČOB No. COU00002

Seller (or Supplier): a natural or legal person who, as a seller, supplies the Goods to the Buyer and transfers the right of ownership in the Goods to the Buyer.

Final Processor or Processor: a natural or legal person who ultimately buys and materially uses the recovered paper delivered from the Seller to the Buyer by EURO WASTE.

Goods: Recovered paper according to EN 643.

For **IČZ No. CZU00104**, according to the catalogue: **030308, 150101, 150105, 191201, 200101**.

For **IČOB No. COU00002**, according to the waste catalogue: **030308, 150101, 150102, 150105, 160119, 170203, 191201, 191204, 200101, 200139**.

T&Cs: these Terms and Conditions of the Buyer.

Contract: a framework purchase contract concluded between the Buyer and the Seller, which concerns delivery of the Goods to the Buyer.

1. Quality of the Goods

The Goods must be delivered at the usual quality standard according to EN 643 with the following differences and specifications.

1.1 Unusable materials:

Non-paper components—all foreign non-paper material according to EN 643

Papers and cardboard harmful for production—parchment papers, abrasive papers, paper and textile tubes—lacquered and hardened, asphalted and tarred papers and cardboard, hygienically defective and microbiologically infected paper, hygienic paper—tissue programme, overlays, lacquered and hardened paper and cardboard, greasy and impregnated paper, metal foil-coated paper, textile, plastic, carbon paper, withdrawn banknotes, shoemaking cardboard, paper dust, punchings, paper and cardboard reinforced with resins and other preparations, baryte or gelatinised papers, mass-dyed paper, beverage cartons, hospital waste and wrapping paper, cobbled paper, chemically soiled paper or paper (e.g. bags) contaminated by food, filter paper, PE bag paper, waste paper from archives and offices, paper and cardboard used to cover furniture during repairs, painting etc., paper and cardboard mixed with other waste and subsequently separated and other paper and cardboard of these types.

Furthermore, the goods must not be microbiologically contaminated, contain mould, smell or otherwise show signs of biological contamination.

1.2 Moisture

The maximum permissible moisture content is 10%. Moisture determination will be performed using the Final Processor's or the Buyer's methodology. The result will be considered to be binding. The relevant methodology may be provided if the Seller is interested.

2. Packaging and marking

The Goods must be packed in bales, properly secured and bound with wire so that the contents do not become loose during transport, unloading and other handling. The bales must not disintegrate during unloading and handling so as to prevent their smooth storage and handling for processing on the Final Processor's belt. If the bales break up, the unloading will stop and the procedure will continue according to point 8.3.

De-inking and higher classes deliveries may be delivered in bulk on a suitable and agreed transport vehicle by prior agreement between the Buyer and the Seller. The vehicle must be secured against parts of the load flying off by tarpaulin, net or other suitable means.

3. Truck weight

If the Buyer arranges for the transport of recovered paper to the Processor by hired trucks, the minimum weight of the load must be 23 tonnes, unless otherwise agreed in advance. Deliveries of less than 22 tonnes will result in a price reduction as per the table below:

weight 22.00 - 23.00 tonnes = reduction by 0.00 €/t (full price)

weight 20.00 - 21.99 tonnes = reduction by 2.00 €/t

weight 18.00 - 19.99 tonnes = reduction by 4.50 €/t

weight 16.00 - 17.99 tonnes = reduction by 7.50 €/t

weight 14.00 - 15.99 tonnes = reduction by 11.50 €/t

Any objections by the Seller to the dimensions of the truck must be raised before loading begins, otherwise the objections will be disregarded. The

Seller is required to comply with the maximum legal weight of the trucks. If the weight is exceeded and any sanctions, fines or penalties are imposed by the police or customs, the seller is liable for all costs, including penalties.

4. Other terms are broken down by the Final Processor

4.1 Mondi Štětí a.s. place of delivery of the Goods at Litoměřická 272, postcode 41108, Czech Republic

Moisture - moisture content will be determined by the Buyer with an EMCO AP 500 moisture meter. Moisture content in excess of 10% is regarded as a flaw in the Goods and a weight deduction will be made (proportionate reduction in the weight of the Goods by the portion in respect of which the 10% moisture content is exceeded). Deliveries with a moisture content above 40% will be returned to the Supplier. Unusable materials as per point 1.1 are not allowed.

Packaging—the purchase price per tonne of the Goods in bales weighing less than 250 kg shall be CZK 250 lower than the purchase price for normal deliveries. Goods in bales weighing less than 150 kg will be accepted only after prior agreement with the Buyer. Bales weighing less than 250 kg must be marked as "small bales" or "MB". Quality inspection of the Goods includes checking the number of bales and then calculating the average weight. Repeated discrepancies discovered between the actual of bales indicated in the delivery note and the actual number of the bales shall be regarded as breach of contract.

Each bale must be marked with a label describing the type of Goods and, where applicable, the Seller's code according to the European identification system, or the subcontractor's code. Pending registration of the Seller in the European Identification System, the name of the Seller and the place of loading must appear on the label. The label must be secured in such a way as to limit the possibility of its loss or deterioration during handling, transport and delivery - minimum format A6.

4.2 Mondi Swiecie

The moisture content check and the check for unusable materials shall be conducted using an HPNA frame and where the frame is not in use, by Paper Bale Sensor or EMCO AP 500, and elevated above-the-threshold content of both of the quality indicators shall be considered as a flaw in the Goods giving grounds for a complaint. The threshold content of moisture is 10% and for unusable materials 1%. Excess moisture content (above 10%) and unusable materials shall be deducted from the weight of the material delivered or from the financial value of the delivery. Deliveries with moisture content above 40% and unusable materials above 5% will be returned to the Supplier. The maximum truck weight is 24.5 tonnes.

4.3 Mondi SCP (Ružomberok)

The moisture content check and the check for unusable materials shall be conducted using an HPNA frame and where the frame is not in use, by Paper Bale Sensor or EMCO AP 500, and elevated above-the-threshold content of both of the quality indicators shall be considered as a flaw in the Goods giving grounds for a complaint. The threshold content of moisture is 10% and for unusable materials 1%. Excess moisture content (above 10%) and unusable materials shall be deducted from the weight of the material delivered or from the financial value of the delivery. Deliveries with moisture content above 35% and unusable materials above 5% will be returned to the Supplier. The maximum truck weight is 24.5 tonnes.

4.4 Goods for Final De-inking Processors (classes 1.11) shall not contain

Other unusable materials—cardboard fronts, chromo-replacement, unbleached kraft paper, all wrapping paper, cardboard and packaging (brown, grey, printed, unprinted with or without white coating), highly dyed papers, office papers with glue or other unsuitable additives, flexo-printed newspapers (must be completely excluded), scraps with glue, Tolerated in small quantities: white telephone directories, catalogues, brochures, advertising leaflets, books without hard cover, white cardboard (pure fibre) are tolerated in small quantities. This tolerance does not count towards the 3% limit.

Age: limit of 6 months.

Moisture—the moisture content in the Final Processor's warehouse or in the Buyer's external warehouses shall be determined in the Buyer's laboratory by drying or using a certified moisture meter.

The threshold content of moisture is 10% and for unusable materials 3%. Excessive moisture content and unusable materials constitute a flaw in the Goods giving grounds for a complaint, and a deduction in weight is made. Deliveries with moisture content above 20% will be rejected. A delivery containing more than 5% unusable materials will be rejected.

Goods with microbiological infestation (mould, smell, expected long storage time) must be immediately removed by the Seller at their own expense.

Packaging of Goods - minimum weight of 400 kg. The Goods may be delivered in bulk by prior agreement between the Seller and the Buyer.

4.5 Other Final Processors

Deliveries intended for other Processors, including for export, are governed by the ČSN EN 643 standard and can be specified in the order according to their specific requirements.

Goods that are rejected by the Buyer on account of non-compliance with the terms under points 1 to 4.5 above will be returned to the Seller at the Seller's expense.

5. Place of delivery

5.1 Receipt of deliveries by car

Goods for the Final Processor Mondi Štětí a.s. delivered to Litoměřická 272, Štětí, postcode 411 08 Štětí - recovered paper warehouse EURO WASTE, s.r.o.

Goods for the Final Processor Mondi Świecie delivered to ul. Bydgoska 1, 86-100 Świecie, PL.

Goods for the Final Processor Mondi SCP Ružomberok delivered to Ružomberok, Tatranská cesta 3, postcode 03417, Slovakia.

Goods for the Final Processor UPM

UPM-Kymmene Paper GmbH & Co. KG, Friedrich Haindl Strasse 10, D-86956 Schongau Germany

UPM Ettringen Gebrüder Lang GmbH Fabrickstrasse 4, 86833 Ettringen

Deliveries intended for other Processors including for export will be specified in the order based on the processors' requirements.

5.2 Receipt of deliveries by wagons

Goods for the Final processor Mondi Štětí a.s. destination station 542878 Hněvice - Sidings - Mondi Štětí a.s., Sat - Sun, 24 hrs. (Pa shipping).

Deliveries intended for other Processors including for export will be specified in the order based on the processors' requirements.

6. Method of transport

6.1 The Goods will be delivered in trucks or railcars subject to DAP or FCA delivery terms according to INCOTERMS 2020 as agreed between Buyer and Seller. Deliveries of Goods to Mondi Štětí and Mondi Ružomberok are to DAP or, following agreement, FCA. Deliveries of Goods to Mondi Świecie shall be to the FCA or, following agreement, DAP delivery term. For deliveries of the Goods abroad where the delivery term is other than FCA, the Buyer authorises the seller to arrange the transportation. If requested by the Buyer, the Seller shall provide CMR shipping papers to the Buyer. Rail car consignments destined for foreign countries will be dispatched from the railway station subject to freight prepaid, including charges.

6.2 There must be only one type of waste paper in the transport vehicle (unless specifically stated and agreed in advance). The loading of the bales must be made in such a way as to allow unloading from the vehicles and to ensure that the loading space is fully used and secured against shifting and damage to the Goods during transport. Before loading, the loading surface of the vehicle must not be contaminated with unsuitable or hazardous substances (food, chemicals, solid and liquid fuels, etc.) or odour-causing substances.

6.3 The means of transport shall be protected against pollution of the surroundings by a tarpaulin or net. The cars will be prepared for unloading i.e. prepared for the removal of the tarpaulin (except for hoisting the tarpaulin), removal of the net etc. After unloading the Goods, the crew shall immediately leave the unloading area and only reattach the tarpaulin after they leave the unloading area. After unloading the Goods, the vehicle crew must secure the cargo area of the vehicle so as not to pollute the surroundings, including the Final Processor's premises after departure (e.g. by sweeping the loading area). The same requirements apply to all areas designated for the storage of recovered paper.

6.4 For truck deliveries, the Seller undertakes to ensure that the vehicle crew complies with the applicable Safety Rules applicable to all workers entering the premises of the Final Processors or the premises of their warehouses or the Buyer's warehouses and performing work duties under contracts or in relation to the Buyer's workers, and the applicable Safety Guidelines, in particular for the work of the Seller's SP crews when unloading and handling it in the warehouses and adjacent areas in the premises of the Final Processors and the premises of all the Buyer's warehouses. The generally applicable rules are attached as Annex 1 to these Terms and Conditions. If the driver does not comply with the above instructions, the Goods will be returned at the Seller's expense. If the driver does not use the prescribed protective equipment, unloading of the Goods will not commence and if he refuses to take it, he will be banned from the unloading site. Such conduct will always be noted in the delivery notes and CMR as a material breach of the Contract.

If the vehicle crew suffers the work-related injury and if all the safety obligations have not been complied with, the Seller shall be liable for the accident with all the ensuing consequences. Repeated breach of these rules is a material breach of the Contract entitling the Buyer to withdraw from the Contract with effect as of the date of delivery of the notice of withdrawal to the other party.

6.5. For rail car deliveries, the Seller shall ensure that the rail cars are cleaned before the Goods are loaded in. If contaminated, neither the rail cars nor the Goods will be accepted and will be returned at the Seller's expense. If contamination is discovered after unloading and the quality of

the Goods meets the requirements, the rail car will be cleaned by the Buyer and the costs will be recharged to the Seller.

7. Receipt of goods

7.1 Receipt of the Goods shall be provided for by the Final Processor in their warehouses, for Mondi Štětí a.s. and by the Buyer in the Buyer's warehouses, only during the period of performance specified in these T&Cs.

Receipt and taking possession of the Goods (including export) is confirmed after the Final Processor completes a quality and delivery check, in particular compliance with the ČSN EN 643 standard. The Seller is aware that by handing over the Goods/Waste to the Buyer, the Goods/Waste must comply with the terms of these T&Cs, in particular the ČSN EN 643 standard, which are in accordance with the Waste Act. The Seller is entitled to take possession of the waste because it meets the requirement of the Act and possesses the licence to operate a waste reuse, disposal or collection facility, or a licence to trade in waste.

Receipt shall take place according to weekly recalls to be agreed by telephone or email, no later than every Thursday (no later than 12.00 p.m.), for the following week based on the Seller's offer, which shall be in accordance with the quarterly or monthly order and shall be sent by email. The weekly recall specifies the quantity and range of recovered paper deliveries for the week. The recalls are arranged in respect of specific days. Deliveries that do not comply with the agreements in the weekly recalls and have not been discussed and agreed in advance shall not be accepted. During the week, the daily delivery schedule for the week already agreed can be changed or supplemented by mutual agreement.

Deviations in deliveries from weekly recalls during the week caused by extraordinary circumstances shall be notified immediately to the other party by both parties and resolved within the capabilities of both parties.

7.2 Acceptance shall be made only on the basis of the bill of lading or delivery note accompanying the delivery. Imported or exported Goods must be accompanied by a duly completed "information accompanying shipments of waste" document in accordance with Article 3(2) and (4) of EC Directive 1013/2006.

The bill of lading or delivery note must contain the following essentials:

- indication of the transport vehicle
- waybill/delivery note number
- quarterly or monthly order number
- name of the Seller
- where applicable, the European identification system code or the name of the subcontractor
- number of bales, or the MB indication for "small packages", VL for bulk goods
- type of Goods and the declared weight thereof
- waste code according to the current Waste Act, Decree No. 93/2016 Coll.
- date of dispatch of the Goods
- for rail car shipments, the station of destination
- quality certificate with the name and signature of the Seller's responsible employee
- specification of the recipient's address in the bill of lading and delivery note:

Goods delivered to Mondi Štětí a. s. - recipient EURO WASTE

Goods delivered to Mondi Świecie - recipient Mondi Świecie

Goods delivered to SHP Ružomberok - recipient SHP Ružomberok

Others according to the Final Processor.

7.3. Deliveries without a bill of lading or delivery note or with incomplete or incorrect information will not be accepted by the Buyer. This will be immediately notified to the Seller. If the Seller declares a different type of Goods than the actual delivery, the Goods will be reclassified, reassigned to the appropriate quality class according to ČSN EN 643 and accepted by agreement. Any reclassification shall be regarded as a complaint.

For Mondi Štětí: if the number of bales is found to be different from the number declared in the delivery note, this will be corrected by checking the delivery note. For the delivery of combined bales (above and below 250 kg per bale), the delivery is distributed. If the Goods cannot be unbundled the entire delivery will be treated as a small bale delivery. If a delivery of bales under 250 kg is detected that has not been marked as a delivery of "small bales", the Seller shall be informed of this (over the phone or by email) within 2 working days at the latest. If this is a recurrent issue, it will be treated as a breach of contract.

7.4 Truck deliveries shall be weighed at the point of delivery designated by the Buyer and the Buyer and Seller agree to accept this weight as binding. Weighing of vehicles before and after unloading must be done under the same conditions, and without the crew. The Seller shall arrange for training of the vehicle crew.

If the weighing equipment is out of order, both parties shall accept the weight declared in the delivery note. If no weight is indicated in the delivery note, the Seller shall arrange for weighing on an external calibrated scale at their expense. For rail car deliveries, the Seller's weight as shown in the "Car load statement" or in the bill of lading shall be

accepted. The Buyer acquires the right of ownership in the Goods upon receipt and confirms this by making an entry in the delivery note or the consignment note or bill of lading.

7.5 The Buyer shall issue a delivery note, which will be sent in duplicate by email to the place of loading, where these documents will be handed over by the Seller to the truck driver either for signature (FCA) or as a document to confirm receipt of the goods at the place of unloading. Furthermore, the Buyer shall issue an Annex VII consignment note in accordance with the EP and Council Regulation (1013/2006) and send it to the Seller for completion and delivery to the driver. The driver must not leave the loading point without taking delivery of the delivery note and accompanying document. The driver is required to request confirmation of both documents by the Processor at the place of unloading and send them to the Buyer as an annex to the transport invoice as proof of the transport and acceptance of the Goods.

7.6 If rejected, the Goods must be returned to the country of origin within 7 working days. If the Seller fails to arrange removal within 7 working days, the Buyer shall arrange removal and all costs shall be borne by the Seller.

8. Complaints - claiming defects in the Goods

8.1 Deliveries of Goods that do not meet the quality requirements and conditions defined in these T&Cs shall be considered a breach of the Contract.

8.2 The Seller must be informed immediately of the return of part or all of the delivery to the Seller at the designated emergency mobile phone or email and photos must be taken (except for where the issue is moisture).

8.3 All complaints concerning the quality of the Goods (unusable materials etc.) must be covered by a complaint report/record (or such complaints must be treated as part of the delivery report) which must be sent by email to the Seller within 10 working days of the date of receipt of the Goods. For export deliveries, this period may be extended to 15 working days. There must be a report, record or photo documentation for every complaint, except for the allegation of non-compliance with the required moisture thresholds. Unless otherwise agreed by both parties, in the event of discovery of new facts or with a view to clarifying the complaint, the Seller has the right, upon request, to send the clarification back to the Buyer by email within 5 working days of receipt of the complaint report. Failure to send the clarification within the above deadline shall be construed as acceptance with the obligation of the Seller to issue a credit note for the amount stated in the complaint and pay for the Goods delivered within the time limit agreed as the payment term. Interest equivalent to 0.05% is charged for each day of delay. Disagreement with the complaint shall be subsequently discussed at a personal meeting between the Seller and the Buyer within 7 days of receipt of the disagreement, with the solution arrived at to be recorded in minutes of the meeting.

8.4 The number of complaints and their seriousness will be regularly evaluated by the Buyer and will be the basis for the development of further business relations. 8.5 For deliveries of disintegrating bales in accordance with point 8.3, the Seller shall be informed immediately before the return of the Goods that such bales may be unloaded in accordance with point 8.2 (if handling is possible at all) following agreement. In this case, a price reduction of CZK 250 per tonne will be applied.

9. Invoicing

The Seller shall charge the transactions once a week by a bulk invoice/fiscal receipt for all deliveries made without undue delay. A different time interval can be set by agreement between the Seller and the Buyer; exports shall be invoiced after approval of the weights by the Buyer. A detailed breakdown of each delivery (date of delivery, acknowledged quantity, class, waste code, vehicle licence plate number or rail car number) will be provided on the invoice or in an annex.

Each invoice shall include:

- the words "Invoice/fiscal receipt"
- quarterly or monthly order number
- full name - corporate name and address of the Buyer and Seller, their ID Nos. and TINs
- designation of the Goods, waste code, quantity, purchase price and total invoiced amount including the applicable tax by specific days according to the date of delivery of the Goods
- date of taxable supply
- date of invoice
- scope and subject of performance
- unit price excluding tax, tax base and amount to be paid
- for received invoices and for amounts invoiced in euros, always indicate the EUR/CZK exchange rate
- the basic or reduced tax rate or a statement to the effect the supply is exempt or subject to **reverse charge and a reference to the relevant provisions of the VAT Act**
- the amount of tax

- the date of performance or the date of receipt of payment, whichever is earlier
- the date of issue of the fiscal receipt
- due date
- the name of the financial institution and the account number to which the invoiced amounts are to be paid
- title, name, surname and position of the Seller's signing representative
- for truck deliveries, a weighing slip and delivery note must be enclosed
- a copy of the bill of lading will be attached for deliveries made by rail cars
- waste catalogue number
- other identifiers as per the Waste Act (IČZ, IČP, IČOB).

Any invoice that lacks the agreed essentials shall be returned to the Seller. The invoices are due within 60, by agreement 30 days of the date of taxable performance in the form of the last delivery **unless both parties agree otherwise**. For each day of delay, interest shall be charged at the rate of 0.05% of the amount the Buyer is late with, for each day of delay.

10. Warranty

10.1 The Seller shall be responsible for ensuring that the Goods delivered by them meet the quantitative and qualitative requirements specified in these T&Cs. This shall be confirmed by a quality certificate, at least by the signature of the Seller's responsible person in the delivery note.

10.2 The Seller undertakes to allow the Buyer and the Processor to check compliance with these T&Cs. This inspection is part of the Buyer's evaluation of the Seller.

11. Common provisions

11.1 These Terms and Conditions exclude the application of any terms and conditions of the other party without the prior written consent of the Buyer. In the absence of such written consent by the Buyer to any terms and conditions other than these Terms and Conditions, all other terms and conditions shall be deemed rejected.

11.2 In the event of circumstances excluding liability (hereinafter also referred to as "force majeure") such as war, natural disasters, fire, strike of the Seller's employees or other similar unprovoked circumstances beyond the control of the parties, the party affected by the force majeure event shall not be obliged to meet their obligation as long as the impediment beyond the control of that party lasts. The other party must be informed of such an impediment as soon as possible and notified of the expected duration of the circumstance.

11.3 In the event of accidents and similar emergencies, both parties undertake to take all measures to limit the impact of such emergencies on the operation and management of both parties. The parties shall discuss the resolution of such situations.

11.4 Contractual penalties under these T&Cs or the Contract shall not be counted toward the compensation of any damage and payment of contractual penalties does not affect the right of the entitled party to full damages.

11.5 Unless the Contract or these T&Cs expressly provide otherwise, in the event of withdrawal from the Contract by either party, the Contract shall terminate on the date of delivery of the withdrawal to the other party.

11.6 Upon any termination of the Contract, both parties shall abide by the orders already confirmed, unless otherwise agreed by the parties.

11.7 Both parties are required to maintain confidentiality of the information they come across in connection with the Contract, including the orders, and which is not part of public domain. Violation of this duty constitutes grounds for immediate termination of the Contract.

11.8 Where a natural person (e.g. a self-employed entrepreneur) acts on the part of the Seller, Supplier, Final Processor or Processor under a contract with Euro Waste, s.r.o., the natural person is a data subject pursuant to Art. 4(1) of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), whose personal data are processed by Euro Waste, s.r.o. as the controller to the extent necessary (name, surname, address, ID No., TIN, etc.) for the purpose of fulfilling the Contract. Pursuant to Article 13(1) of the GDPR, the controller hereby informs the potential data subjects of the processing for the purpose of performance of the Contract, with the legal basis of the processing being contract performance under Art. 6(1)(b) of the GDPR. For further information on the processing and protection of personal data, please contact the controller at the following email address zdenek.musil@mondigroup.com or in writing at the address of the controller's registered office.

Given in Štětí, 1 January 2025

Zděnek Musil - Executive Officer

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