

DELIVERY TERMS FOR STORA ENSO PACKTESTER SERVICES

These Delivery Terms will apply to all PackTester Services performed by Stora Enso Oyj and any of its subsidiaries (hereafter "Stora Enso") for the Customer. Stora Enso and Customer are in the below also individually referred to as a "Party" or jointly as the "Parties".

1. Relationship

Stora Enso will provide the Services as an independent contractor and not as an employee, agent, partner or joint venture partner to the Customer. Neither Party shall have any right, power or authority to bind the other.

Stora Enso is a company in the Stora Enso group which consists on many separate legal entities. Stora Enso may subcontract portions of the Services to other Stora Enso companies as well as to other service providers, who may deal with the Customer directly. Nevertheless, Stora Enso will be responsible for the Deliverables (as defined in Section 3 below), the performance of the Services, and any other obligations under the Parties' agreement.

When performing the Services Stora Enso shall at all times act in good faith, with due care and with the professional skills required for the tasks.

Stora Enso will not assume any management responsibilities in connection with the Services and will not be responsible for the use or implementation of the output of the Services.

2. Customer responsibility

The Customer is responsible to make all decisions relating to the scope of the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes. Stora Enso may provide proposals for suitable test acceptance criterias but the Customer is ultimately and solely responsible for selecting the test acceptance criteria.

All information and samples for testing provided by the Customer or on the Customer's behalf ("Customer Information") shall be accurate and complete. The provision of Customer Information to Stora Enso shall not infringe any copyright or other third-party rights and the Customer shall be solely responsible to ensure that samples and other Customer Information comply with applicable laws and regulations.

Stora Enso may rely on Customer Information made available and, unless expressly agreed otherwise, will have no responsibility to evaluate or verify any Customer Information.

The Customer's timely and professional cooperation is crucial for the provision of the Services and all Deliverables and timelines will be subject to receiving input and relevant samples from the Customer on time.

3. Return of Samples

For the avoidance of doubt the product and packaging samples sent to Stora Enso for testing remain the Customer's property. Once the testing is finalized the products and samples will either be returned to the Customer or destroyed, as per the Customer's instruction and at the Customer's cost.

For the avoidance of doubt products samples can get damaged during the test and Stora Enso is not responsible for such damage. After 90 days any unclaimed test specimens will be destroyed at the Customer's cost.

4. Deliverables

Any test results, test reports or other information that Stora Enso provide under the Agreement (the "Deliverables"), other than Customer Information, are for the Customer's internal use (consistent with the purpose of the Services). The Customer may disclose the Deliverables externally, however, it shall not alter, edit or modify it from the form Stora Enso provided. The Customer may also refer to the Services or the test results and, in that context, to Stora Enso, in a way that is not misleading or open to interpretation.

The Customer may incorporate the Deliverables into documents that it intends to use, but not any of Stora Enso's recommendations, conclusions or findings. The Customer must assume sole responsibility for the content of such documents.

5. Fees and Payment terms

Stora Enso may charge additional service fees if events beyond Stora Enso's control (including the Customer's acts or omissions) affect Stora Enso's ability to perform the Services as originally planned or if the Customer asks Stora Enso to perform additional tasks.

Unless otherwise agreed payment is to be made in 30 days from date of invoice. Any complaints against the invoice must be made without delay after receipt.

For Customer's delay in payment an interest rate according to applicable law shall apply. If payment for a sold part-delivery is not received in time, Stora Enso is further entitled to refuse to continue delivery until full payment has been made. Stora Enso also has the right to demand security for non-payment and, if the Customer cannot give satisfactory security, to cancel the Services.

6. Terms and termination

The quote will become a binding agreement between the Parties upon the Customer's acceptance of the quote. Unless terminated prematurely the agreement shall remain in force until both Parties have fulfilled their obligations.

In case of early termination the Customer shall pay Stora Enso for all work-in-progress, Services already performed, and expenses incurred by Stora Enso up to and including the effective date of the termination of the agreement. Stora Enso shall act in good faith to limit the costs incurred by the Customer during the notice period.

Without prejudice to each Parties' other rights and remedies, the agreement may be terminated by either Party with immediate effect in the event of any material breach or default by the other Party with respect to any of such Party's contractual obligations, provided, however, that the terminating Party shall have first given the other Party written notice to fulfil its obligations, sent by registered post and that the other Party shall not have remedied such breach or default within thirty (30) days after having received such notice. This Agreement may also be terminated with immediate effect by the non-defaulting Party in the event of a Party's bankruptcy, insolvency or liquidation of assets.

Furthermore, Stora Enso reserves the right to refuse to carry out the Services or to terminate the agreement with immediate effect if it is determined by Stora Enso that the testing procedures, process or samples may pose a risk to the safety of Stora Enso personnel or equipment, that the test samples are not fit for the equipment or testing or that the Services would otherwise entail unacceptable risks.

Any confidentiality obligations under this agreement shall continue for a period of five years following the termination of this agreement. The other provisions of this agreement that give the Parties rights or obligations beyond its termination shall continue indefinitely following the termination of the agreement.

7. Validity of test results

The Services (i.e. performed test(s)) and related Deliverables (test results) are valid only for the particular product and packaging structural design and exact materials used. Should there be any changes done in the product and/or packaging design and material, the test must be repeated. All test results provided by Stora Enso are based solely on the samples tested and do not necessarily reflect the performance of the entire production run or batch to which the provided sample relates.

The selected test method typically includes simulation of real life-like hazards that typically occur during shipment described in the test method. However, Stora Enso doesn't take responsibility for the product/packaging performance nor any kind of damage or loss arising during field-use or in transportation.

8. Complaints and liability

Complaints concerning the Services, or the Deliverables, must be presented to Stora Enso immediately upon detection or when detection reasonably should have been made, however in no case later than three (3) months after delivery of the Deliverables.

When giving notice of a claim the Customer must clearly state the facts on which the claim is based. Relevant documents to support the claim are to be attached together with the claim or sent as soon as possible thereafter.

9. Limitation of Liability

Stora Enso will compensate for the direct losses caused by sub-standard Services and/or Deliverables. Stora Enso shall be contacted to agree appropriate remedies. Stora Enso will be responsible for the damage caused by the Deliverables only in case the Deliverables have been used for the purposes expressly agreed or as normally accepted in the industry for the specific Services. Upon discovery of a defect the Customer must have tried to reasonably mitigate its costs and damage.

When either Party is liable for damages to the other, these shall not exceed the loss, which the Party in fault could reasonably have foreseen at the time of the conclusion of the contract nor include consequential or indirect damages. Damages shall in no case exceed the invoiced value of the Services concerned. In no event will Stora Enso's liability exceed EUR 50 000 in the aggregate.

For the avoidance of doubt, unless otherwise specifically agreed between the Parties, this agreement shall not create any obligation for Stora Enso towards the Customer's subcontractors or clients or towards any other third parties.

10. Indemnity

The Customer shall indemnify Stora Enso and any other company in the Stora Enso group against all claims by third parties (including the Customer's affiliates and lawyers) and resulting liabilities, losses, damages, costs and expenses (including reasonable external legal costs) arising out of a third party's use of or reliance on any of the Deliverables disclosed to it by or through the Customer or at the Customer's request. The Customer shall have no obligation hereunder to the extent that Stora Enso has specifically authorized, in writing, the third party's reliance on the Deliverables.

11. Intellectual Property Rights

Stora Enso may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("**Materials**") that it owns in performing the Services. Notwithstanding the delivery of any Reports, Stora Enso retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Customer Information reflected in them).

12. Force majeure

Neither Party shall be liable to the other Party for non-performance or delay in performance of any obligation stipulated in the agreement between the Parties if such non-performance or delay is caused by Force Majeure, as evaluated according to applicable law. "**Force Majeure**" shall include fires, floods, explosions, earthquakes, strikes, riots or hostilities between or within countries related to the performance of the Parties' agreement, changes in applicable legislation making performance illegal, blockades, labour disputes (even if the Party is a party to such disputes) or any other cause beyond the reasonable control of the affected Party, provided that there is no reasonably available alternative means of otherwise performing under the agreement between the Parties.

13. Confidentiality

The Parties undertake to hold in confidence and absolute secrecy any and all Confidential Information, disclosed by the other Party pursuant to this agreement and not to disclose to third parties any Confidential Information thus received. Furthermore, the Parties shall take reasonable steps to prevent an unauthorised disclosure or use of such commercial or industrial secrets by any of its employees, subagents or other intermediaries. This confidentiality obligation shall survive any termination or expiration of this agreement.

For the purpose of this agreement "**Confidential Information**" shall mean any and all information (whether in written or oral form), including but not limited to technical, practical and commercial information relating to the Products or to the Party disclosing the Confidential Information, excluding information which the Party receiving the Confidential Information (i) can show was known or which becomes known in full detail to the public otherwise than by breach of the obligations herein contained; (ii) can show through its written records was in its possession before

receiving it from the disclosing Party; (iii) can show has been received from a third party without any restraints as to the disclosure thereof; or (iv) is legally obliged to disclose by compulsory law, court order or by order of another authority of competent jurisdiction.

14. Amendments and Assignment

Any amendments to these delivery terms must be made in writing and signed by both Parties.

The contracting Parties may not assign any of their rights or obligations under these delivery terms to a third party without the other Party's prior written consent. Stora Enso may however assign its performance hereunder to any of its affiliates within the Stora Enso group of companies.

15. Miscellaneous

This agreement and its annexes constitute the entire understanding and agreement between the Parties regarding the agreed supply of Services and Deliverables and supersedes all other prior written and oral communications regarding the relationship of the Parties.

No failure or delay by a Party in exercising any of its rights, powers or remedies hereunder, whether upon breach or default by the other Party or otherwise, shall be deemed a waiver of such right, power or remedy or of any other such breach or default theretofore or thereafter occurring.

If any provision of this agreement is unenforceable, invalid or prohibited by any applicable law of treaty or court of competent jurisdiction, the agreement will be amended to include a provision which, not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provision.

Neither Party may use or reference the other party's name, logos or trademarks without the other Party's prior written consent. Stora Enso is however allowed to use the Customer's name publicly to identify the Customer as a Customer in connection with specific Services.

16. Applicable law and dispute resolution

The Parties' agreement and the legal relations between the Customer and Stora Enso shall be governed by and construed in accordance with the laws of Finland, without regard to its principles governing conflicts of laws.

Any dispute, controversy or claim arising out of or relating to these delivery terms or the Parties agreement, or breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The place of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language, unless otherwise agreed.

These delivery terms apply unless the contracting Parties have agreed otherwise in writing.

STORA ENSO OYJ, August 2023