

General Terms and Conditions of Sales, Delivery and Payment of Stora Enso Packaging B.V., with its registered office in De Lier.



(Last amended on 12 August 2026). Version 2026/1.

Article 1. Applicability:

1. These general terms and conditions of delivery and payment apply to all quotations from, contracts with, deliveries by, orders from, and work carried out by Stora Enso Packaging B.V. Any deviating terms, agreements or arrangements shall only apply if and insofar as they have been confirmed in writing by Stora Enso Packaging B.V.
2. By entering into an agreement with Stora Enso Packaging B.V., the other party waives any terms and conditions it may apply, however named, so that all agreements are governed exclusively by the terms and conditions applied by Stora Enso Packaging B.V.
3. Insofar as these terms and conditions do not deviate from them, the statutory provisions shall apply.

Article 2. General:

1. In these general terms and conditions, 'the other party' means: any legal or natural person who has entered into, or wishes to enter into, an agreement with Stora Enso Packaging B.V., as well as their representative(s), authorised representative(s), successors in title and heirs.
2. Any amendment to an agreement which could result in adverse consequences for Stora Enso Packaging B.V. shall not be binding without the consent of Stora Enso Packaging B.V., unless such an amendment can be enforced by law or insofar as provided for in these terms and conditions.
3. Any clauses under which Stora Enso Packaging B.V. undertakes a delivery obligation without the other party committing to take delivery of the goods in question, or under which the quantity and/or price of the goods to be delivered or taken delivery of is subject to a reservation, shall not be binding.

Article 3. Offers and quotations:

1. All offers and quotations made by Stora Enso Packaging B.V., unless expressly stated otherwise, are entirely without obligation. We reserve the right to make deviations and/or interim changes.
2. All information provided by the client or requested by Stora Enso Packaging B.V. must be accurate, complete and provided in a timely manner. In the event of non-compliance by the client, Stora Enso Packaging B.V. shall not be liable and shall be entitled to suspend performance and to pass on to the client any additional costs arising from the resulting delay.
3. The data, documents and materials made available to the other party by Stora Enso Packaging B.V. (for the purpose of making its offers and/or issuing quotations) shall at all times remain the property of the former and must be returned to Stora Enso Packaging B.V. upon first request. The aforementioned data, documents and materials may not, without the consent of Stora Enso Packaging B.V., be reproduced, made available to third parties or made available for inspection.
4. Stora Enso Packaging B.V. reserves the right to refuse an order without giving reasons.

Article 4. Formation of the contract:

1. Stora Enso Packaging B.V. shall only be bound by its written quotations and by the orders placed with Stora Enso Packaging B.V. by the other party once Stora Enso Packaging B.V. has confirmed acceptance thereof in writing, or if Stora Enso Packaging B.V. has commenced performance of the order placed by the other party.
2. Any subsequent additional agreements, amendments and/or undertakings, whether made verbally or in writing on behalf of Stora Enso Packaging B.V. by its staff, representatives, sales staff or other intermediaries, shall not be binding unless

confirmed in writing by Stora Enso Packaging B.V. and the other party.

3. Should the other party, in the opinion of Stora Enso Packaging B.V., prove to be insufficiently creditworthy to fulfil the agreement, Stora Enso Packaging B.V. shall be entitled to suspend all its contractual obligations, without prejudice to the rights to which Stora Enso Packaging B.V. is entitled by law or under these terms and conditions.

Article 5. Cancellation:

The other party is not authorised to cancel an order placed with Stora Enso Packaging B.V., unless Stora Enso Packaging B.V. has given its written consent. Stora Enso Packaging B.V. is entitled to charge the other party cancellation costs; without prejudice to Stora Enso Packaging B.V.'s right to claim full compensation. The cancellation charges shall in any event relate to the preparation and material costs already incurred by Stora Enso Packaging B.V.

Article 6. Prices and rates:

1. All quotations provided by Stora Enso Packaging B.V. are non-binding and subject to price changes, unless expressly stated otherwise.
2. Stora Enso Packaging B.V.'s prices are based on factors determining the (cost) price, as applicable on the date the contract is concluded. If, prior to delivery or, in the case of delivery in instalments, during delivery, there is any increase in those factors determining the (cost) price, Stora Enso Packaging B.V. shall be entitled to charge the other party a proportionate increase.
3. All prices are exclusive of VAT and waste disposal levy. Stora Enso Packaging B.V. is entitled to pass on any changes to the aforementioned terms to the other party.
4. Should additional costs arise which would not normally be taken into account, and should one of our sales representatives grant an unreasonably high discount without the knowledge of the

management, or have made an error in calculating the selling price, we shall be entitled to increase the quoted prices accordingly, or to claim additional payment from the buyer.

Article 7. Delivery and storage:

1. Delivery shall be ex-warehouse, unless expressly agreed otherwise in writing. The costs associated with delivery shall be charged to the other party.
2. Delivery shall be deemed to have taken place at the moment the goods to be delivered have left the warehouse of Stora Enso Packaging B.V. From the moment of delivery, the goods shall be at the other party's risk and expense.
3. Delivery times are approximate, unless expressly agreed otherwise in writing. Exceeding the delivery period shall under no circumstances, even after notice of default has been given, entitle the other party to claim damages or to terminate the contract; the latter being subject to cases of gross negligence or wilful misconduct, or where the parties, in view of the duration of the delay, decide by mutual agreement to terminate the contract.
4. Stora Enso Packaging B.V. is always entitled to make partial deliveries in so far as the nature and duration of the contract do not preclude this.
5. Goods offered to the other party but not taken delivery of by the latter shall be stored by Stora Enso Packaging B.V. at the former's expense and risk.
6. Basic terms for storage costs: Stora Enso Packaging B.V. reserves the right to charge 2.5% of the sales value of the stored stock per month as storage costs.

Article 8. Force majeure:

1. In the event of force majeure, whether of a permanent or temporary nature, Stora Enso Packaging B.V. shall be entitled to terminate the agreement in whole or in part or to suspend it temporarily, without the other party and/or third parties being

entitled to claim performance and/or compensation. Force majeure includes, but is not limited to: strikes, boycotts, operational disruptions, disruptions to traffic or transport, shortages of raw materials, fire, machinery breakdown, extremely adverse weather and site conditions, and, in general, any circumstances under which full or partial performance of the agreement cannot reasonably be expected of Stora Enso Packaging B.V.

2. If, as a result of force majeure, delivery is delayed by more than two months, both Stora Enso Packaging B.V. and the other party shall be entitled to terminate the agreement in writing. In that event, Stora Enso Packaging B.V. shall be entitled to compensation for the costs it has incurred.
3. If the force majeure occurs whilst the contract has already been partially performed, the other party shall, if the remaining delivery is delayed by more than two months due to force majeure, be entitled either to retain the part of the goods already delivered and to pay the purchase price due therefor, or to regard the contract as terminated also in respect of the part already performed, subject to the obligation to return everything already delivered to Stora Enso Packaging B.V. at the other party's expense and risk, provided that the other party can demonstrate that the part of the goods already delivered can no longer be used effectively by the other party as a result of the non-delivery of the remaining goods.

Article 9. Liability:

1. Stora Enso Packaging B.V. shall not be liable for any damage that may arise for the other party or for third parties as a result of services provided or goods supplied by Stora Enso Packaging B.V., unless these terms and conditions expressly provide otherwise, or in the event of wilful misconduct or gross negligence. In the event of wilful

misconduct or gross negligence, Stora Enso Packaging B.V.'s liability shall be limited to the invoice value of the order in question.

2. Stora Enso Packaging B.V. shall not be liable, except in cases of wilful misconduct or gross negligence, for any damage arising as a result of the goods supplied to it and/or the services provided by it failing to comply with statutory or other requirements imposed by the authorities in respect of the goods supplied or the services provided, or the use thereof.
3. Stora Enso Packaging B.V. shall never be liable for damage caused by third parties acting on behalf of Stora Enso Packaging B.V. in connection with services provided or goods supplied to the other party, in particular in the case of work carried out by third parties.
4. Without prejudice to the provisions of the preceding paragraphs of this article, Stora Enso Packaging B.V. shall in any event not be liable for any business loss or other consequential loss suffered by the other party .
5. All substantiated claims, other than complaints, must be submitted within 3 months at the latest. Claims submitted after this period shall lapse.
6. The client shall indemnify Stora Enso Packaging B.V. against all claims by third parties.

Article 10. Complaints:

1. The term 'complaints' shall be understood to mean all grievances raised by the other party regarding the quality of the goods supplied and/or services provided by Stora Enso Packaging B.V.
2. Complaints regarding shortfalls in quantities must be noted immediately upon delivery by registered post on the dispatch note, consignment note, receipt or any other form of acknowledgement of receipt. Signing an acknowledgement of receipt shall constitute proof of delivery. Complaints regarding quality must be submitted in writing to Stora Enso

Packaging B.V. no later than 8 days after receipt, before the goods are used for processing or onward delivery.

3. The goods to which the complaint relates must be kept available for Stora Enso Packaging B.V. by the other party. Unless Stora Enso Packaging B.V. has given its written consent, the other party is not permitted to return the goods to which the complaint relates to Stora Enso Packaging B.V.
4. In the event of a justified complaint, Stora Enso Packaging B.V. is solely obliged to fulfil the agreed performance as soon as possible, without Stora Enso Packaging B.V. being held liable for any loss suffered by the other party or third parties.
5. The submission of a complaint does not suspend the other party's payment obligation in respect of the goods in dispute. The other party is only entitled to suspend its obligations if and in so far as a complaint is deemed valid by Stora Enso Packaging B.V. or if such a suspension is deemed acceptable in accordance with the principles of reasonableness and fairness.

Article 11. Payment:

1. All payments must be made within 30 days of the invoice date into a bank account designated by Stora Enso Packaging B.V.
2. In the case of payment by bank transfer, the date of payment shall be the date on which the funds are credited to Stora Enso Packaging B.V.'s bank account.
3. In the event of a partial delivery or partial performance, the other party is obliged to settle the relevant invoice as if it were a separate transaction.
4. Stora Enso Packaging B.V. is not obliged to notify the other party in advance of the expiry of a payment term or to send them account statements and the like, unless expressly agreed otherwise.
5. Any payment made by the other party shall be deemed to be in settlement of the oldest outstanding claim, even if this

claim consists of interest due or administration and/or collection costs.

6. The other party is not entitled to suspend payment. Upon expiry of the payment deadline, the other party shall be in default without the need for a notice of default.
7. From the day following the expiry of the payment deadline, the other party shall owe Stora Enso Packaging B.V. contractual interest of 1.5% per month or part thereof on the amount due, in respect of the late payment.
8. If the payment deadline is exceeded, Stora Enso Packaging B.V. is entitled to charge the party concerned an administrative fee of 10 euros for the reminder sent vi .
9. In the event of non-payment or late payment, all legal proceedings and enforcement costs, as well as extrajudicial collection costs, shall be borne by the other party. The extrajudicial collection costs shall amount to at least 15 per cent of the invoice amount, plus the contractual interest due, subject to a minimum of 100 euros.
10. Stora Enso Packaging B.V. shall at all times be entitled to demand security for payment both before and after the conclusion of the agreement, in which case Stora Enso Packaging B.V. shall suspend performance of the agreement until such security has been provided; all this without prejudice to Stora Enso Packaging B.V.'s right to specific performance, compensation and/or full or partial cancellation of the contract, all without any judicial intervention and without Stora Enso Packaging B.V. being liable for any compensation as a result.

Article 12. Retention of title:

All goods delivered shall remain the property of Stora Enso Packaging B.V. until they have been paid for in full. The other party is entitled to resell and/or process the goods in the normal course of business; however, so long as payment has not been made in full, the

other party is not entitled to pledge the goods to third parties or to use them as security in the broadest sense of the term. The other party is obliged to present the goods to Stora Enso Packaging B.V. upon its first request, and, in the event of default in payment, to return them to Stora Enso Packaging B.V. if so requested.

Article 13. Models:

Models are made by hand. Normal variations between hand-made models and machine-made products are permitted.

Article 14. Dimensions:

1. Boxes are measured internally and the dimensions are stated in the following order: length – width – height.
2. For sheets, the first dimension stated is proportional to the direction of the corrugation; 'direction of the corrugation' means the direction of a single corrugation crest or trough.
3. A tolerance of up to + or – 5 mm is permitted in each direction, unless otherwise agreed in writing.
4. Notwithstanding the provisions of clause 3, the internal dimensions must be smaller than the internal dimensions of the box.
5. If the buyer requests the seller to apply the EAN code to the packaging ordered by the buyer, the seller shall do so in accordance with the buyer's instructions, whilst complying with the regulations of EAN Netherlands or Belgium. However, the seller shall not be responsible or liable for the legibility of the EAN code or similar codes when read by equipment used for that purpose by the buyer or its customers.

Article 15. Quality differences:

1. Minor variations in the colour of the paper and the typeface and/or colour during printing do not constitute grounds for a complaint.
2. The Seller shall not be liable for variations in the colour of the printing inks used, nor for minor variations in the cardboard. A

tolerance of up to 8% in the grammage of the original components is permitted.

Article 16. Printing plates, stamps, dies and tools

The costs of printing plates, stamps, moulds and die-cutting tools shall be passed on to the buyer. Notwithstanding this passing on of costs, the goods referred to in the previous sentence shall never become the property of the buyer, unless otherwise agreed in writing. The storage of the materials referred to above shall cease one year after their last use. Stora Enso Packaging B.V. shall inform the customer at all times if storage is to be terminated.

Article 17. Drawings, designs, etc.

All drawings, designs, etc. produced by or on behalf of Stora Enso Packaging B.V. shall remain the property of Stora Enso Packaging B.V.

Article 18. Permitted deviation in the quantity of ordered items

If no agreements have been made between Stora Enso Packaging B.V. and the customer regarding the permitted under-delivery or over-delivery of the quantity of packaging, the mutually accepted maximum deviation in the quantity of ordered items is 20% for an order of fewer than 1,000 units, 15% for orders of 1,000–5,000 units, 10% for orders of 5,000–50,000 units and 5% for orders of more than 50,000 units.

If an agreement has been reached between Stora Enso Packaging BV and the customer that, under no circumstances, may fewer packaging units be manufactured and delivered than the order quantity agreed between the parties, the mutually accepted maximum over-delivery in terms of the quantity of ordered items is 40% for an order of fewer than 1,000 units, 30 per cent for an order of 1,000–5,000 units, 20 per cent for an order of 5,000–50,000 units and 10 per cent for an order of more than 50,000 units.

If an agreement has been reached between Stora Enso Packaging B.V. and the customer that under no circumstances may more packaging be manufactured and delivered than the order quantity agreed between the parties, the mutually accepted maximum shortfall in the quantity of ordered items is 40% for orders of fewer than 1,000 units, 30 per cent for an order of 1,000–5,000 units, 20 per cent for an order of 5,000–50,000 units and 10 per cent for an order of more than 50,000 units.

Article 19. Termination:

1. Without prejudice to any further rights to which Stora Enso Packaging B.V. is entitled and to the provisions set out elsewhere in these terms and conditions, Stora Enso Packaging B.V. may regard an agreement as terminated, without judicial intervention and without any notice of default being required, in the event that the other party is in default of or fails to fulfil its payment obligations, the other party applies for a moratorium on payments, a petition is filed for its bankruptcy, the other party loses, in whole or in part, the free disposal of its assets and/or income, or if any part of its possessions and/or assets is seized, or in the event that the other party sells or liquidates its business, or, if the other party is a natural person, dies.
2. In the event of termination pursuant to the preceding paragraph, the agreed price shall become immediately payable, subject to suspension, after deduction of any sums already paid.

Article 20. Disputes:

1. All agreements entered into by Stora Enso Packaging B.V. shall be governed exclusively by Dutch law.
2. If the other party is established in a country belonging to the European Union, any dispute concerning the formation, interpretation or performance of the contract, as well as any other dispute

relating to or arising from this contract, shall in the first instance be settled by the competent court of the district in which Stora Enso Packaging B.V. is established.

3. If the other party is established in a country outside the European Union, all disputes shall be settled, to the exclusion of any court, by an arbitration panel consisting of three independent arbitrators.
4. The arbitrators referred to in the previous paragraph shall be appointed as follows: each party shall appoint one arbitrator, and a third arbitrator, acting as chair, shall be appointed by the arbitrators (appointed by the parties).

Article 21. Conversion:

If one or more provisions of these general terms and conditions are wholly or partly void, such provision(s) shall be replaced by operation of law by a valid provision that corresponds as closely as possible to the intent of the void provision(s). The remaining provisions of the general terms and conditions shall then remain valid to the greatest extent possible.

Article 22. Levies:

All levies imposed by or on behalf of the authorities or arising from measures or agreements applicable to the corrugated board industry, shall be passed on.

Article 23. Privacy:

Stora Enso Packaging B.V. respects and protects the privacy of its customers. Stora Enso Packaging B.V. limits itself to recording only those details that are necessary for the processing of the order and communication with the customer. Under no circumstances will Stora Enso Packaging B.V. disclose personal data to third parties. The data provided by the customer will be stored in a database. Unless the customer indicates that they do not wish this, Stora Enso Packaging B.V. will use the data to better tailor its products and services to the wishes of its customers.

Article 24. Previous versions:

Previously filed terms and conditions of sale
are hereby superseded.