

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES - BELGIUM

1. Definition

The term “**Agreement**” as used in these General Terms and Conditions shall mean either (i) the Purchase Order, issued by ESSITY, together with any documents expressly incorporated therein, including these General Terms and Conditions, and/or (ii) the service agreement, if one was entered into by ESSITY and Supplier, all appendices attached thereto, including these General Terms and Conditions, and the relevant purchase orders. These documents are an integral part of the Agreement and are meant to supplement each other.

2. Application

- 2.1 These General Terms and Conditions apply to all Agreements relating to the purchase of services concluded by any ESSITY group entity located in Belgium (hereinafter referred to as “**ESSITY**”).
- 2.2 ESSITY’s and Supplier’s obligations shall be evidenced by purchase orders issued from time-to-time by ESSITY (individually, a “**Purchase Order**”, and, collectively, “**Purchase Orders**”). Purchase Orders shall be deemed to have been accepted by the Supplier under all of the conditions set out in the Purchase Orders, if they have not been the subject of written reservations by the Supplier no later than five (5) working days after their receipt by the Supplier. If reservations are made within this period, they shall not form an integral part of the Agreement unless ESSITY approves them in writing.
- 2.3 Supplier’s performance against a Purchase Order constitutes its unconditional acceptance of these General Terms and Conditions.
- 2.4 Terms and Conditions proposed by Supplier that are different from or in addition to the provisions of the Agreement are expressly rejected by ESSITY and shall form no part of the Agreement.
- 2.5 In the event of a conflict between the Purchase Order and the Agreement, the Agreement shall take precedence.

3. Condition of the Services

- 3.1 The services to be provided shall be defined by an agreed specification included in the Purchase order, the Agreement or in a separate document (the “**Services**”).

- 3.2 The Services shall be of first-class quality and the Supplier shall exercise due care and diligence in the performance of the Services.
- 3.3 Supplier shall freely and independently arrange its activities, which it undertakes to pursue with all due diligence and in compliance with all laws and regulations applicable to these activities. If Supplier performs all or part of the Services on an ESSITY site, it shall abide by ESSITY's corporate and local safety standards (a copy of which will be made available upon request). If the Supplier is a foreign company or uses foreign subcontractors, the Supplier must ensure that it has, and that each subcontractor has, a representative with a sufficient command of French or Dutch to take part in risk assessment and the implementation of preventive measures for the safety of their personnel.
- 3.4 Supplier shall bear all costs occasioned by its activity and all social security and tax charges in relation to its business.
- 3.5 Unless otherwise agreed, Supplier shall provide all tools, supplies and any other means, as well as sufficient skilled human resources, necessary to fulfil its obligations under the Agreement.
- 3.6 The staff assigned by Supplier to perform the Services shall not have any subordinate relationship with ESSITY and shall at all times comply with the guidelines and instructions of Supplier.

4. Pricing

- 4.1 The prices appearing on the Purchase Orders are fixed and may not be adjusted unless otherwise agreed. With the exception of VAT (value added tax), prices include all costs, risks, charges and obligations of all kinds incumbent on the Supplier under the terms of the Purchase Order.
- 4.2 The prices agreed in the Agreement are fixed for a period agreed between the parties. Any agreed price revision will apply to Purchase Orders issued from the effective date of the revision.
- 4.3 Should Supplier sell or offer service of equivalent quality and quantity to a third party at a lower price than that in effect under a Purchase Order, then ESSITY shall receive the benefit of such lower price for all services delivered by Supplier to ESSITY while such lower price is in effect.

5. Invoicing and Payment

- 5.1 Unless otherwise provided in the Agreement or required by law, payment is due 60 days from the date of receipt of the invoice by

ESSITY.

- 5.2 ESSITY may withhold payment if Supplier's invoice is inaccurate, does not meet ESSITY's reasonable requirements or fails to satisfy applicable legal or tax requirements. Supplier shall include all documentation reasonably required by ESSITY to support Supplier's claim for payment.

ESSITY's reasonable requirements shall mean any information on the Purchase Order that enables ESSITY to identify the Services provided and to verify that they have actually been provided to ESSITY, as well as any information necessary for the creation of the Supplier account in ESSITY's computer system enabling payment to be made.

- 5.3 Payment for the Services shall not constitute acceptance and does not constitute a waiver by ESSITY to assert its rights or exercise any remedies.

6. Delivery

- 6.1 The delivery/performance deadlines defined in the Agreement or, if no Agreement is concluded, in an accepted Purchase Order, are imperative. The Services shall be performed in accordance with the agreedtime table.
- 6.2 Supplier shall inform ESSITY immediately of any potential delay in delivery of the Services. Acceptance of delayed delivery shall not constitute a waiver of ESSITY's rights or remedies.

7. Title and Risk of Loss

- 7.1 Title to and risk of loss with respect to goods, materials or other results ("**Work Product**") included in the Services, if any, shall pass to ESSITY on delivery.
- 7.2 Any Supplier's right of retention is expressly excluded.

8. Warranties

- 8.1 Supplier warrants that:
- a) the Services shall conform with all specifications and quality standards either (i) furnished by ESSITY, or (ii) furnished by Supplier and approved by ESSITY, and shall be free of any defects in workmanship and fit for the particular purposes intended by ESSITY;
 - b) Work Product included in the Services, if any, shall conform

with all specifications, drawings, samples and quality standards either (i) furnished by ESSITY, or (ii) furnished by Supplier and approved by ESSITY, and shall be of good material and workmanship, free of defect and fit for the particular purposes intended by ESSITY;

- c) it shall convey full legal and beneficial title to the Work Product included, if any, free and clear of any liens or other encumbrances;
- d) it shall comply with all applicable laws and regulations in the performance of its obligations under the Agreement including but not limited to all legislations and standards set forth in the Supplier Standard;
- e) Services and Work Products covered by the Agreement do not and will not violate, infringe, directly or indirectly, any patent, copyright, trademark, intellectual property or other proprietary rights owned by a person other than ESSITY; and
- f) it shall comply in all respects with ESSITY's Global Supplier Standard ("**Supplier Standard**") published on www.essity.com/gss as updated from time to time.

8.2 Supplier's warranties shall survive acceptance and shall continue until the date a warranty period for the Services under applicable law expires, if any, or if no such warranty period exists, until ESSITY's right to claim shall be statute-barred under applicable law but in no event less than two years following ESSITY's receipt of the Services.

9. Remedies for defective Services

- 9.1 ESSITY shall have the right to put Supplier on notice of defects within a reasonable time following the detection of a defect provided that such defect appears to have been detected during the applicable warranty or claim period.
- 9.2 Supplier shall, at ESSITY's discretion, rectify the defect, re-perform the Services, deliver substitute Work Product included in the Services, if any, or reduce the price of the defective Services. ESSITY's option in this regard is an absolute and unconditional right. Furthermore, Supplier shall indemnify ESSITY against losses arising from defective Services or Work Product included in the Services according to section 11 below.

10. Remedies in the event of delay in the delivery of the Services

If the Services are not delivered or delivered late, ESSITY shall have an

absolute and unconditional right to demand performance or terminate the Agreement. Furthermore, Supplier shall indemnify ESSITY against losses arising from such delay according to section 11 below.

11. Indemnity and insurance

- 11.1 Supplier shall indemnify, defend and hold ESSITY harmless, from and against any and all claims, demands, suits, actions, causes of action, liabilities, fines, penalties, losses, damages and expenses, including, without limitation, attorney's fees and charges arising from or related to Supplier's acts or omissions in its performance of the Agreement, including, without limitation, a breach by Supplier of any of its warranties.
- 11.2 The Supplier shall at all times carry and maintain liability insurance coverage to satisfactorily cover its respective liabilities under the Agreement.

12. Proprietary Rights

- 12.1 ESSITY shall retain ownership of its intellectual property and other proprietary rights. Supplier may use such rights only to the extent necessary to fulfill its obligations under the Agreement. In particular, Work Product utilizing intellectual property or other proprietary rights owned by or licensed to ESSITY may not be used for Supplier's own use or sold to third parties without ESSITY's consent.
- 12.2 Except as provided under section 12.3, all intellectual property and/or proprietary rights obtained during the performance of Services and included in the Work Product shall be assigned to and become the property of ESSITY for all methods and means of exploitation, for the entire duration of the respective rights and for the whole world. Supplier agrees that it shall sign all documents required or deemed appropriate by ESSITY to effect such assignment.
- 12.3 To the extent that a Work Product includes any material or information in which Supplier has pre-existing rights, Supplier shall grant to ESSITY a fully paid-up, nonexclusive, worldwide, irrevocable license to use such material or information for the intended purposes set forth in the Agreement and for the entire duration of these rights.

Supplier shall be free to use or exploit any independently obtained discovery or improvement of its own knowledge or existing rights contained in the Work Product, provided, however, that (i) Supplier shall not disclose the full content of the Work Product, and (ii) said discoveries or improvements shall never include or refer to ESSITY's proprietary and/or confidential information, data, knowledge, technology, processes, products, specifications and any other information that is considered by nature as being confidential and/or proprietary to ESSITY.

- 12.4 Supplier shall make no reference to the Agreement, nor ESSITY names, logos, designs, images, trademarks and any other ESSITY intellectual property rights in any commercial document, advertising or other promotional material without the prior consent of ESSITY.
- 12.5 Upon request, Supplier shall immediately return all materials containing ESSITY intellectual property or other proprietary rights, including, without limitation, moulds or other tooling, without retaining copies.

13. Termination

- 13.1 ESSITY may terminate all or any part of the Agreement, without liability to Supplier, upon notice if Supplier (i) breaches the Agreement, (ii) states its intention not to perform or otherwise rejects its obligations under the Agreement, (iii) fails to make progress in performance so as to put at risk timely and proper performance of the Services, or (iv) undergoes a direct or indirect change in control or ownership; provided, however, that if any failure or breach under clauses (i) through (iii) is curable, ESSITY shall provide Supplier with an opportunity to cure it within a commercially reasonable period of time, but in no event more than 15 days following ESSITY's notice of default. Termination of the Agreement shall not limit or constitute a waiver of ESSITY's rights or remedies.
- 13.2 The Supplier may terminate all or part of the Agreement, without liability to ESSITY, upon notice if ESSITY (i) commits repeated failures to pay invoices due and undisputed from the Supplier, or (ii) breaches the Agreement other than under clause (i) ; provided, however, that if any failure or breach under clauses (i) through (ii) is curable, the Supplier shall provide ESSITY with an opportunity to cure it within a commercially reasonable period of time, but in no event more than 15 calendar days following the Supplier's notice of default. Termination of the Agreement shall not limit or constitute a waiver of the Suppliers' rights or remedies.

14. Confidentiality

Each party agrees not to disclose the other party's confidential information to third parties without the other party's prior consent, nor to use such confidential information for purposes other than performance of its obligations under the Agreement. Disclosure of such information shall be limited to those officers, employees, consultants and/or agents of the receiving party who have a need to know and who are bound by confidentiality obligations no less stringent than those contained herein. These confidentiality and non-use obligations shall survive for a period of five years from expiration or termination of the Agreement, except with

respect to information that constitutes a trade secret or proprietary technical knowledge in which case such obligations shall survive for so long as such information is not publicly known.

15. Audit Rights

To the extent reasonably exercised and upon 3 days written notice to the Supplier, Supplier shall provide ESSITY or any independent auditing company, during normal working hours on any business day, with access to its premises and all pertinent information for the purpose of auditing Supplier's compliance with the terms of the Agreement or inspecting or conducting an inventory of finished goods included in the Services, work-in-process, raw materials, any of ESSITY's property and all work or other items to be provided pursuant to the Agreement located at Supplier's premises. ESSITY shall pay for the cost of any such audit, unless the audit identifies a failure by the Supplier in the performance of the Agreement, in which case the Supplier shall reimburse ESSITY for all its reasonable costs incurred in the course of the audit without prejudice to all other rights ESSITY may have in relation to such breach. Supplier will preserve all records pertinent to a Purchase Order, and Supplier's performance under such Purchase Order, for a period of not less than five years following ESSITY's final payment for Services under such Purchase Order.

16. Cooperation

Supplier shall provide ESSITY, at no additional cost, with such documentation and/or information, as ESSITY may reasonably request. Supplier shall cooperate fully with ESSITY in the event of investigations, enquiries or audits by public authorities or governmental agencies with respect to ESSITY's compliance with laws and regulations.

17. Assignment and Subcontracting

17.1 Neither party shall assign or subcontract its rights or obligations under the Agreement without the prior consent of the other party.

17.2 In the event that ESSITY would authorize Supplier to subcontract part of the Services, Supplier shall not be relieved of any of its responsibilities and obligations under this Agreement and shall be primarily liable for all acts or omissions of any subcontractor.

18. Protection of personal data

18.1 Any personal data collected by a party will be processed solely for the purposes of executing, administering and monitoring the Agreement and in accordance with applicable laws and regulations, including, without limitation, the 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, and repealing Directive 95/46/EC (“GDPR”), its transposition into the applicable national law of a Member State of the European Union, and any future laws and regulations replacing the GDPR.

18.2 Each of the parties, their respective employees, directors and officers shall have the right to access personal data relating to them and to request that such data be corrected or deleted. These rights may be exercised by sending a letter to the address of the other party.

19. Change of circumstances

The parties expressly agree that performance of the Agreement is of the essence, irrespective of changed circumstances. Each party expressly declares that it supports any (even unforeseeable) risk of the Agreement becoming more burdensome or less valuable, which shall not lead to a renegotiation or termination of (any provision of) the Agreement. The parties therefore waive irrevocably and to the largest possible extent any and all application of article 5.74 of the new Belgian Civil Code.

20. Communications

Notices, demands, consents and any other communications related to the Agreement must be in writing, all of which shall be deemed to have been properly served if delivered to the other party’s contact person designated in the Purchase Order by (a) a recognized overnight courier service, (b) registered mail or (c) email.

21. Entire Agreement

The Agreement constitutes the entire understanding between Supplier and ESSITY with respect to the purchase and supply of Services. No amendment, modification or waiver shall be effective unless in writing, signed by both parties.

22. Governing Law

The Agreement shall be governed by and construed in accordance with the local laws of the country, state or province where ESSITY is located without reference to its conflict-of-laws provisions. The convention on contracts for the international sale of goods shall not apply to the Agreement.

23. Disputes

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be



exclusively settled by the courts of the place where ESSITY is located or having principal jurisdiction over such place.
