

Box Inc Terms and Conditions for Buyers

The following terms also contain legal information in accordance with the provisions on contracts in electronic business transactions:

1. Application and Subject Matter

1.1. Box Inc is a service provider operating a marketplace (“**Services**”) for packaging solutions under the domain www.boxinc.com (“**Platform**” or “**Website**”) which connects registered business users (“**Buyers**”) with certain third parties offering packaging-related products and services (“**Partner Supplier**”).

1.2. From the Buyers` perspective, the Services allow Buyers to specify their needs and to create online requests for quotation for the supply of packaging-related products and services (“**RFQs**”).

1.3. From the Partner Suppliers` perspective, the Services allow Partner Suppliers to receive and respond to Buyers` submitted RFQs with unconditional quotes (“**Quotes**”).

1.4. When a Buyer has accepted a Quote in due time, a legally binding agreement (“**Order**” or “**Sales Agreement**”) is concluded on the Platform directly between the Buyer and the respective Partner Supplier on the basis of the Partner Supplier specific contractual conditions.

1.5. As a service provider, Box Inc is merely connecting Buyers and Partner Suppliers via the Platform, and Box Inc does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any of the Partner Suppliers` products or services, nor does Box Inc assume any responsibility for the fulfilment of any Order (that is, delivery of the products or services as agreed between the Buyer and the Partner Supplier). Box Inc only acts as an intermediary (commercial broker) between Buyers and Partner Suppliers and does not become a party to the Sales Agreement.

1.6. These Terms and Conditions (“**T&Cs**”) apply to all Services for Buyers provided by Box Inc on the Platform.

2. Platform Use Contract, Buyer Account

2.1. In order to use the Services, Buyers have to conclude a contract on Platform use with Box Inc on the basis of these T&Cs (“**Platform Use Contract**” or “**Agreement**”).

2.2. The Platform is directed exclusively at Buyers who are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law; use of the Services by consumers is not permitted.

2.3. A Platform Use Contract is concluded by completing the registration process and creating a Buyer account.

2.4. The creation of a Buyer account requires the Buyer’s acceptance of these T&Cs and the provision of all requested information during the registration process.

2.5. In detail, a conclusion of a Platform Use Contract will be made as follows:

a) When applying for registration of a Buyer account on the Website, the Buyer bindingly requests the conclusion of a Platform Use Contract with Box Inc by clicking the button "Submit request".

b) The registration mask is structured in such a way that the Buyer can recognize input errors at any time until the button "Submit request" is pressed and can correct them, if necessary, using the "back" button.

c) When confirming the receipt of Buyer’s request, Box Inc confirms the acceptance or rejection of Buyers request to conclude a Platform Use Contract by e-mail to the e-mail address provided by the Buyer during the registration process.

d) The Platform Use Contract can be concluded in German or English language.

2.6. Box Inc stores the text of the Platform Use Contract and will send it to the Buyer by e-mail when the Platform Use Contract is concluded; beyond that, Box Inc is not obliged to make it available to the Buyer.

3. Provision of the Services

3.1. The use of the Services by the Buyer, including the creation of a Buyer account, is free of charge.

3.2. Box Inc reserves the right to unilaterally change, revise and update the Services or withdraw the Buyer’s access to it at any time without prior notification.

3.3. Due to the nature of the internet and other technical solutions, Box Inc does not owe to the Buyer the continuous and uninterrupted availability and accessibility of the Services.

3.4. The Services may have content that is dependent on third party websites and/or resources. Box Inc is not responsible or liable for the availability and/or accuracy of such third-party services, or the content, products, or services available from such third-party services.

4. Use of Services; Compliance

4.1. The Buyer guarantees not to use the Services for any purpose that is against the law, or these T&Cs, or for any other purpose not reasonably intended by Box Inc. In particular, Buyers shall not use the Services:

- a) to abuse, harass, threaten, impersonate or intimidate any person;
- b) to post or transmit, or cause to be posted or transmitted, any content that is libellous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or any other right of any person;
- c) for any purpose that is not permitted under Law;
- d) to post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, or private information from any user of the Website;
- e) to create or transmit unwanted 'spam' to any person or any URL;
- f) to provide false information in a user profile or an RFQ intended to mislead Box Inc, Partner Suppliers or third-party affiliates;
- g) to impersonate another natural or legal person than the one Buyer is legally representing;
- h) to create multiple accounts or RFQs for the purpose of getting alternative quotations for the same Order nor to create RFQs without the intention of buying products or services;
- i) to try to obtain in any way any kind of information about competing quotations offered by Partner Suppliers to other Buyers; and/or
- j) Consecutive failures to accept Orders.

4.2. Persons representing a Buyer must be at least 18 years of age or above and have the authority to enter legally binding agreements on behalf of the Buyer.

4.3. Upon request of Box Inc., Partner Supplier must be able to prove their nature as entrepreneur and valid incorporation (if applicable) in the registration process (for example, by uploading a registration certificate and proof of VAT-registration)

4.4. The Buyer shall accept that any payment of an Order must be made *either* through a payment service provider which acts on behalf of and for the account of the Partner Supplier ("**Payment Service Provider**") *or directly invoiced by the Partner Supplier* The payment solutions offered by the Payment Service Provider are listed in Section 5.4.

4.5. Content and other information provided by the Buyer must at all times be true. It is the sole responsibility of the Buyer to keep content or other provided information accurate and up to date.

4.6. Buyers shall ensure that their representatives and all contact persons using the Buyer account and the Services comply with the obligations imposed on Buyers under this Agreement.

4.7. Box Inc reserves the right at any time to refuse the registration of Buyer accounts on the Website or to remove a Buyer from the Website, that is, denying a Buyer access to the Website or to block access to individual contents of the Website if it is suspected that the Buyer has or is violating applicable law, the rights of third parties or these T&Cs. In case a Buyer's non-compliance is not remedied, and denial of access is likely to be permanent, Box Inc will terminate the Platform Use Contract according to Section 8. The foregoing does not limit Box Inc's possibility to terminate the Agreement at any time, as provided in Section 8.

5. Functionality of the Platform, RFQs and Sales Agreements

5.1. After registration on the Platform Buyers may submit RFQs via the Platform and such RFQs will be forwarded to appropriate Partner Suppliers. Box Inc is not obliged to forward a RFQ to all Partner Suppliers.

5.2. If a Partner Supplier decides to respond to a RFQ with a Quote, such Quote will include necessary information about the Partner Supplier's offered products and services, as well as any applicable general terms and conditions (for example, delivery terms).

5.3. Box Inc does not warrant or guarantee any possible submission of Quotes by one or more Partner Suppliers.

5.4. A Buyer enters into a legally binding Sales Agreement with the respective Partner Supplier when the Buyer accepts a Quote via the Platform or when the Partner Supplier receives pre-payment made by the Buyer which corresponds to the Quote. Buyers can pay Orders by using prepaid or post-paid invoicing with 30 days' payment terms *if invoicing is conducted through a payment service provider*. Post-paid invoicing is only possible for Buyers that are approved by the Payment Service Provider for post-paid invoicing for the specific Order. In case of prepayment, the Buyer shall pay 70% of the amount of the order plus VAT (if applicable) in advance and any remaining amount and then applicable VAT based on the supplied volume and actual costs when invoiced. Buyers must accept the respective terms and conditions of the Payment Service Provider when accepting a Quote. If invoicing is conducted by the Partner Supplier the payment terms may differ from the above mentioned terms as described in the terms provided by the Partner Supplier in the Quote.

5.5. The Partner Supplier shall have a right to deliver + - 10 % of the requested quantity and the final invoice is based on the delivered quantity and actual net price plus VAT (if applicable).

5.6. A Sales Agreement is not concluded in case the Buyer accepts the Quote after having modified it, for example with modifications to the purchase price or to other Partner Supplier specific conditions. In such situation, it depends on the Partner Supplier's decision whether it accepts the Buyer's modified Quote or not.

5.7. A Sales Agreement is concluded exclusively with the Partner Supplier; Box Inc will under no circumstances be a party to such an agreement.

5.8. The Partner Supplier is solely responsible for the content of and any information provided under a Quote and/or Sales Agreement and its fulfilment.

5.9. Box Inc neither assumes responsibility for the products or services or for any information provided by the Partner Suppliers nor shall Box Inc be liable for the acts, errors, omissions, representations, warranties, breaches or negligence of the Partner Suppliers or for any damages resulting therefrom. Box Inc makes no representations about the suitability of the products or services procured via the Website.

5.10. Buyers will address claims or complaints related to Sales Agreements directly to the respective Partner Suppliers. Buyers can escalate unresolved complaints or claims to Box

Inc, which can – in its own discretion – render support in order to resolve the issue.

5.11. Box Inc is not responsible for payment collection by the Payment Service Provider or *Partner Suppliers*; however, Box Inc will – in its own discretion – support in claims processes.

5.12. Buyer is considered to be in default of payment immediately after expiry of the set payment date without a reminder. Furthermore, if the buyer is in arrears vis-à-vis the supplier with any payment obligations, all existing claims are due immediately.

6. Intellectual Property

6.1. The copyright for the Website, including without limitation, all documents, files, text, images, graphics, devices, sound, audio-visual elements and code contained in it and the Website's general "look and feel" are owned by Box Inc and/or its affiliates.

6.2. Reproduction, transfer, distribution or storage of parts or all of the Website or its content in any form, including framing, creating any derivative work based on the Website and/or its content, incorporation into other websites, electronic retrieval systems or publications are prohibited without the prior written permission of Box Inc. No links to the Website may be included in any other website without Box Inc's prior written permission. Modifications to the content on the Website are expressly prohibited.

6.3. Unless otherwise indicated on the Website, all logos and product names used on the Website are trademarks of Box Inc, with all rights reserved to Box Inc.

7. Liability

7.1. Box Inc is fully liable for damages:

- a) to the extent that liability cannot be limited or excluded according to applicable law, in particular applicable product liability law;
- b) caused by intent or gross negligence of Box Inc, its legal representatives, employees, vicarious agents (*Erfüllungsgehilfen*), or subcontractors;
- c) in cases of damage to life, body or health caused by willful intent or negligence of Box Inc, Box Inc's legal representatives, employees, vicarious agents or subcontractors.

7.2. In no event will Box Inc be liable for damages or frustrated expenses (*Aufwendungsersatz*) caused by ordinary negligence (*einfache Fahrlässigkeit*), except in cases of a violation of material contractual obligations in a manner jeopardizing the purpose of the Agreement or of contractual obligations the fulfillment of which is indispensable for the proper and due performance of the Agreement and which the Buyer will and may usually rely on (*Kardinalpflichten*), provided that, in each such case, Box Inc's liability shall be limited to the damage or frustrated expenses which is reasonably foreseeable in connection with contracts of the type of the Agreement at the time of its conclusion. However, liability of Box Inc for ordinary negligence does not exist to the extent that the law provides for a milder standard of liability.

7.3. Unless otherwise agreed by the parties, any liability of Box Inc for damages or frustrated expenses caused by ordinary negligence exceeding the reasonably foreseeable damages is excluded.

7.4. Box Inc will not be liable for any damage due to loss of data to the extent such damage would have been avoided if the Buyer had performed backup copies.

7.5. Except for claims under Section 7.1, any rights, claims and remedies for damages against Box Inc arising out of or in relation to the Agreement, whether in contract, tort or otherwise, shall expire no later than two (2) years.

7.6. Any limitations and exclusions of liability provided in the Agreement also apply to the benefit of any of Box Inc's affiliates, directors, employees, agents, business contributors, sub-suppliers, subcontractors, and any other persons used by Box Inc in performing any of Box Inc's obligations as well as their affiliates, directors, employees, agents, business contributors, sub-suppliers, subcontractors and any other persons used by them.

7.7. Box Inc does not assume any liability for the Payment Service Provider.

8. Term and Termination

8.1. This Agreement, including these T&Cs, is entered into on the day the Buyer account is created. This Agreement is concluded for an indefinite period and can be terminated by either party by termination notice (see Section 8.2) at any time without observing a notice period and without the necessity to state a reason for termination.

8.2. A termination notice requires text form.

8.3. For the avoidance of doubt, in case of denied access (see Section 4.7) or termination of the Agreement, any Sales Agreements with Partner Suppliers remain unaffected.

9. Data Protection and Privacy

9.1. Box Inc reserves all rights to the data submitted, processed and stored through the Services for a reasonable amount of time. For specific information related to the storage and usage of personal data, reference is made to Box Inc's privacy policy.

10. Changes to T&Cs, Code of Conduct and to the Legal Entity operating Box Inc

10.1. Box Inc reserves the right to update the T&Cs at any time in Box Inc's own reasonable discretion.

10.2. In case of an update of the T&Cs, the Buyer will have to accept the updated (new) T&Cs before the Buyer will be able to submit its next RFQ or before the Buyer will be able to accept a Quote.

10.3. In case of an update of the T&Cs, the Buyer will be informed about the changes in due course, at the latest before (in connection with) the Buyer's next RFQ or its acceptance of a Quote.

10.4. Box Inc (parent company Stora Enso Oyj) reserves the right to assign (transfer) the whole Agreement, including all rights and obligations, to another legal entity which shall be a 100 % subsidiary of Stora Enso Oyj and part of the Stora Enso group. In case of such assignment, Buyer will be informed accordingly about its new contractual partner.

11. Disputes and Applicable Law

11.1. The Agreement shall be subject to German law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply to the Agreement.

11.2. Subject to Section 11.3, any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V.) and the place of arbitration shall be Düsseldorf, Germany. The arbitral tribunal shall be composed of a sole arbitrator and the arbitration proceedings shall be held in the English language.

11.3. Box Inc is also entitled to bring a dispute regarding (i) the Buyer's obligation under a Platform Use Contract (including these T&Cs) or (ii) Box Inc's intellectual property before the ordinary courts of law.