

## General Terms and Conditions (“GTC”)

### 1. Scope

- 1.1 These GTC shall apply to all products and services of Kunststoff Information Verlagsgesellschaft mbH that can be ordered via the online platforms [www.kiweb.de](http://www.kiweb.de), [www.pieweb.com](http://www.pieweb.com) and [www.polyglobe.net](http://www.polyglobe.net) (hereinafter referred to as “**Online Platform(s)**”). Said products and services include data service subscriptions (hereinafter referred to as “**Subscription(s)**”), the Kunststoff Information print edition (ISSN 0930-7451), the PIE - Plastics Information Europe print edition (ISSN 0944-1395) and the KI/PIE Spot Price Monitor. The [www.kiweb.de](http://www.kiweb.de) Subscription includes the Kunststoff Information pdf edition, and the [www.pieweb.com](http://www.pieweb.com) Subscription includes the PIE - Plastics Information Europe pdf edition.
- 1.2 These GTC apply exclusively. Terms and conditions of the customer that conflict with, supplement or deviate from these GTC shall not become part of the contract.
- 1.3 The products and services offered via the Online Platforms are intended exclusively for entrepreneurial customers. Entrepreneur means any natural or legal person or partnership with legal capacity that enters into a legal transaction in performance of its independent professional or commercial activities. Consumers cannot purchase the products and services offered via our Online Platforms.
- 1.4 If we make special, individual agreements (including ancillary agreements, additions and changes) with the customer in any particular case (for example, extension of the permitted scope of use in deviation from clause 9 of these GTC, or a term of contract that deviates from clause 4 of these GTC), such agreements shall take precedence over these GTC. The content of any such agreement shall be as determined by the written contract entered into with Kunststoff Information.

### 2. Contractual partner

The customer’s contractual partner is Kunststoff Information Verlagsgesellschaft mbH, Saalburgstr. 157, 61350 Bad Homburg, Germany, phone: +49 (0) 6172 9606-0, fax: +49 (0) 6172 9606-99, registered in the commercial register of the Local Court

of Bad Homburg under HRB No. 4334, represented by its managing director, Ms Ulrike Mau, VAT identification number: DE 114 179 864.

### **3. Formation of contract**

- 3.1 By clicking the order button on the order form or otherwise communicating its wish to place an order (for example, by phone, e-mail, fax or letter), the customer submits a binding offer to take out a Subscription and, if so selected, to additionally purchase the Kunststoff Information print edition or the print version of the PIE - Plastics Information Europe newsletter. If the customer has registered on the Online Platform [www.kiweb.de](http://www.kiweb.de) or [www.pieweb.com](http://www.pieweb.com), it can further submit an offer to order the add-on product KI/PIE Spot Price Monitor in the login area, via the order form made available there.
- 3.2 We shall confirm the receipt of the order to the customer by e-mail immediately after the order has been received by us. The formation of a binding contract takes place when we send the customer the order confirmation and the access data for the Online Platforms or, where the add-on product KI/PIE Spot Price Monitor has been ordered, when we confirm the order for this add-on product.
- 3.3 On the Online Platform [www.kiweb.de](http://www.kiweb.de), we only enter into contracts in the German language. On the Online Platform [www.pieweb.com](http://www.pieweb.com), we only enter into English-language contracts. On the Online Platform [www.polyglobe.net](http://www.polyglobe.net), the customer may enter into the contract in the German or English language, depending on the language chosen.

### **4. Term of the contract and termination**

- 4.1 Contracts for products and services that can be purchased via our Online Platforms provide for a fixed term of use of 12 months, unless otherwise agreed. The term commences on the day the order is confirmed to the customer.
- 4.2 The term of the contract for the products and services ordered by the customer shall automatically renew for successive 12-month periods unless the customer or we give notice to terminate the contract at least four weeks before the end of the regular term. Upon receipt of the notice of termination, we shall send the customer a termination

confirmation as proof of termination of the product and/or service ordered by the customer.

- 4.3 The above shall not affect the right to terminate the contract for good cause without notice. Good cause for termination by us exists, in particular, if the customer violates the restrictions on use set out in clause 9 below.
- 4.4 Upon termination of the contract, the customer's right to use the products and services shall cease to exist.

## **5. Prices**

- 5.1 The prices shall be as set out on the order form at the time the order is placed. In addition to the indicated prices, German value added tax at the statutory rate applicable from time to time and, if the print edition is ordered, also postage will be incurred.
- 5.2 We may adjust our prices at the beginning of a new contract year to reflect the then applicable list prices of Kunststoff Information. If the customer does not agree with the price adjustment upon receipt of the adjustment notice, the customer shall have the right to terminate the contract in writing or in text form within a period of two weeks before the expiry of the then current contract year. This right shall be pointed out to the customer in the adjustment notice.
- 5.3 The fees shall be due and payable in advance, immediately upon formation of the contract and, if the contract is renewed, at the beginning of each renewal period. During the order process, the customer may choose between the following types of payment: "purchase on account", "payment by credit card" and SEPA direct debit procedure. If the customer chooses the option "purchase on account", the invoice must be paid no later than 30 days after the invoice date, without any deduction. If this deadline is not met, the customer shall be in default without a further reminder. In the event that the deadline for payment is exceeded, we shall charge default interest at the statutory rate. We reserve the right to claim further compensation for the damage caused by default.
- 5.4 All invoices shall be sent to the customer electronically.

## **6. Shipment of products**

The Kunststoff Information print edition of KI shall be delivered to the customer weekly by mail. The PIE print edition is published twice per month and shall also be delivered to the customer by mail. The delivery of the print edition shall be to the delivery address stated by the customer when placing the order.

## **7. Access to Online Platforms**

- 7.1 The customer can call up our products and services in the form of price and market information via its user account on the respective Online Platform. Upon placement of the order, we shall automatically send the customer an e-mail with a Subscription number and an online code generated by us. With this Subscription number and online code, the customer can then create a user account on the respective Online Platform. To this end, the customer must enter a personalised e-mail address and choose a password. Using a general e-mail address (for example, info@; procurement@; distribution@) is not permitted.
- 7.2 The user name and password may not be disclosed or otherwise made accessible to third parties. The customer must impose according obligations on its employees.
- 7.3 The customer may use the created user account to order additional user accounts for further users. The customer may only use the user account(s) in the country where it is based. Notwithstanding the preceding sentence, if the customer has a group licence, it may create user accounts at the group's different locations worldwide.
- 7.4 We strive to ensure maximum availability of our Online Platforms. However, we cannot guarantee uninterrupted availability of the Online Platforms due to maintenance work, or during the installation of updates. To the extent possible, the performance of maintenance work and installation of updates shall take place during off-peak hours.
- 7.5 We reserve the right to deny access to the Online Platforms if there are indications that technology used by the customer and/or the users impairs the functionality or security of the Online Platforms or makes it more difficult for Kunststoff Information to verify the access right of the customer and/or the users and the permissibility of the manner and scope of use in order to prevent unauthorised use of services. Access may, in particular, be denied if the IP address used for access is included on a publicly

available blacklist or if the customer and/or the user uses browser software that allows to largely hide the identity of the user and usage behaviour (for example, the Tor browser). We shall contact the customer prior to any blocking and notify it of the relevant circumstances and the intended blocking and give the customer the opportunity to take remedial action within a reasonable period of time; this does not apply in the event of imminent danger.

## **8. Using the KI/PIE Spot Price Monitor**

- 8.1 If the customer has taken out a Subscription via the Online Platform [www.kiweb.de](http://www.kiweb.de) or [www.pieweb.com](http://www.pieweb.com), it can order the KI/PIE Spot Price Monitor as a further add-on product in return for an additional fee per user. To place its order, the customer must log in by entering its access data in the login area of the Online Platform [www.kiweb.de](http://www.kiweb.de) or [www.pieweb.com](http://www.pieweb.com) and then complete the order form made available there for the KI/PIE Spot Price Monitor and send it to Kunststoff Information. The Spot Price Monitor shall be enabled immediately after the order confirmation has been sent.
- 8.2 The KI/PIE Spot Price Monitor can only be used in connection with a valid Subscription and shall be attributed to a specific user account of the customer at [www.kiweb.de](http://www.kiweb.de) or [www.pieweb.com](http://www.pieweb.com). Once the Subscription ends, the KI/PIE Spot Price Monitor cannot be used anymore. The fees for the Spot Price Monitor shall be charged pro rata in line with the annual Subscription.

## **9. Customer's rights of use**

- 9.1 The digital and printed content contained in the ordered products or services that is made available to the customer is legally protected and may be used by the named authorised users for their own information and exclusively for internal use (for example, preparation of calculations) in the customer's undertaking.
- 9.2 For the purposes of clause 9.1 above, authorised users of the Online Platforms are the customers of Kunststoff Information or, in the case of legal persons, the named employees at the customer's location, limited to the number of user accounts associated with the respective Subscription. The right of use shall include the typical Internet page retrieval using a browser for the purposes of database research and on-screen display and printing, including the usual temporary storage of data by browsers (caching) and the one-time download onto a local end-user device of the

customer. The one-time printing of content provided on the Online Platforms for the customer's own, internal use shall be permitted, not, however, the repeated printing of the same content. Integrating the data into the customer's own systems, such as SAP, or altering the data using the customer's own content is not permitted; calculating back using currency calculators to determine the KI raw price is also prohibited.

- 9.3 In addition, citing editorial content and price diagrams in the customer's own works (reports, presentations, etc.) shall be permitted, provided that the source of the citation is mentioned, the citation does not comprise a complete, self-contained piece of content of our products and services (a complete article or a complete data table), the scope of the citation is insignificant compared to the total scope of the customer's own work and the customer's respective own work is not distributed in return for payment or other consideration.
- 9.4 Any use of our digital content beyond on-screen display and printing of individual information and beyond what is permitted by law according to the German Copyright Act shall be prohibited. The following actions, in particular, shall be prohibited:
- 9.4.1 reproducing, reprinting or storing content on data carriers, in whatever form;
- 9.4.2 publishing, making accessible and/or passing on content (in particular, diagrams showing the development of prices over several years and prices) (including excerpts of any such content) to third parties, which – unless the relevant licence is a group licence – also includes independent locations and foreign as well as parent companies and subsidiaries of the customer's undertaking (for example, on paper, on picture, video or data carriers, via the Internet, intranet, databases); the restriction to usage at the customer's location shall not apply to occasional travel-related usage at other places;
- 9.4.3 digitalising and storing the content on the customer's own or third-party storage systems (Cloud) – on whatever carrier medium and in whatever technical form. This shall apply to all forms of reproduction (for example, archiving or print-outs or reprints), communication to the public (for example, public presentation, making content available to the public on websites, intranet usage, commercial presentations, broadcasting, e-mailing, sharing on social networks) and the physical transfer outside the sphere of the employee who has a right of use, whether in return for payment or free of

charge; this shall also apply if the above takes place within the customer's undertaking and/or group;

- 9.4.4 using the content to create a database system or an electronic archive;
  - 9.4.5 integrating and/or presenting content that is embedded on the website in a frame by means of a hyperlink, or in another website;
  - 9.4.6 reading out content using technical means (for example, crawlers, spiders, or text or data mining), indexing such content for searches or carrying out an automated analysis, evaluation or other processing or using the content for RSS feeds;
  - 9.4.7 dividing content into individual articles or snippets, using individual pictures, texts or any part of any picture or text;
  - 9.4.8 processing or otherwise modifying pictures and texts, altering the meta data of content;
  - 9.4.9 using content in a manner that creates an unusual strain on the technical systems of Kunststoff Information, that jeopardises the security of the technical systems of Kunststoff Information or other users, or that may otherwise interfere with the use of the Online Platforms by other users.
- 9.5 Kunststoff Information expressly reserves all rights to use the content for text and data mining within the meaning of Article 4 of Directive (EU) 2019/790, in each case in conjunction with the EU and EEA Member States' individual acts implementing said Directive, in Germany in conjunction with § 44 b of the German Copyright Act; any such use shall only be permitted with our express, separate consent. Moreover, the content may not be used to develop, train, programme, improve and/or enrich AI systems (including, without limitation, generative AI systems) capable of issuing content, directly or indirectly (regardless of whether such content is protected by copyright).
- 9.6 Copyright notices, brand names and other information contained in the content may not be altered or removed.

- 9.7 Kunststoff Information reserves all other rights in its published works/publications and content.
- 9.8 Clauses 9.3, 9.4.1 to 9.4.8 and 9.5 to 9.7 above shall apply accordingly to the use of the Kunststoff Information print edition and the PIE - Plastics Information Europe print edition. When purchasing the Kunststoff Information print or pdf edition and the PIE - Plastics Information Europe print or pdf edition, authorised users may (i) agree the KI reference prices stated in the Kunststoff Information print and pdf editions and in the PIE - Plastics Information Europe print and pdf editions in price adjustment clauses in supply contracts with their contractual partners as a reference value, (ii) cite KI reference prices in talks with customers/suppliers, and (iii) use the Kunststoff Information print and pdf editions and the PIE - Plastics Information Europe print and pdf editions as such in talks with customers/suppliers. The one-time printing of the Kunststoff Information pdf edition and/or the PIE - Plastics Information Europe pdf edition shall be permitted, not, however, the creation of multiple print-outs. Distributing the Kunststoff Information print or pdf edition or the PIE - Plastics Information Europe print or pdf edition internally to other employees in the customer's undertaking, or creating copies of price reports, distributing copies of price reports internally in the customer's undertaking, or distributing copied price reports to third parties is not permitted.
- 9.9 Should any content be used in violation of the above provisions, Kunststoff Information may terminate the contract with the customer for good cause without notice. Kunststoff Information reserves all further rights and claims, in particular the right to claim damages in accordance with the statutory provisions if the customer culpably violates these GTC. Upon request, the customer shall be obliged to inform us in writing about the manner and scope of use of our content if there are objective indications that content has been used in violation of the contract, in particular overused.
- 9.10 In individual cases, we may permit deviations from the scope of the right of use granted in this clause 9 (for example, commercial use) by separate agreement with the customer. Consultancy firms, consultants and other service providers who wish to use the Online Platform [www.polyglobe.net](http://www.polyglobe.net) for their own customers must enter into separate agreements with Kunststoff Information for this purpose.



## **10. Data protection**

- 10.1 Kunststoff Information processes the customer's personal data in particular for the performance of the contract (Article 6(1)(b) GDPR). Further information on data protection can be found in our privacy statement at <https://pieweb.plasteurope.com/privacy>
- 10.2 Use of the Online Platforms by the customer is logged automatically. The data thereby collected is stored and analysed for statistical purposes.

## **11. 11 Restriction on the use of data**

- 11.1 The use, processing or disclosure of the data and content provided by KI – Kunststoff Information, PIE - Plastics Information Europe and Polyglobe for the purposes of developing, training or optimizing language models, artificial intelligence, machine learning or similar technologies is expressly prohibited.

## **12. Liability**

- 12.1 Kunststoff Information shall be liable in accordance with the statutory provisions for damage resulting from death, bodily injury or damage to health, as well as for damage under the German Product Liability Act.
- 12.2 For any other damage, Kunststoff Information shall be liable as provided below, unless otherwise stated in any guarantee expressly given by Kunststoff Information:
- 12.2.1 Kunststoff Information shall be liable in accordance with the statutory provisions for damage caused by fraudulent conduct, as well as for damage caused by intent or gross negligent on the part of Kunststoff Information.
- 12.2.2 Kunststoff Information's liability for damage resulting from a slightly negligent breach of material contractual obligations or of obligations the fulfilment of

which is an indispensable prerequisite for the proper performance of the contract and compliance with which can regularly be relied upon by the customer (cardinal obligations) shall be limited to the amount of the foreseeable damage typical of the contract.

12.2.3 In all other cases, Kunststoff Information's liability for damage caused by slight negligence shall be excluded.

12.3 The restrictions under clause 11.2 above shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

12.4 We refuse to accept liability for delays resulting from force majeure (for example, war, natural disasters, epidemics/pandemics, export or import bans, official decisions or similar events).

### **13. Final provisions**

13.1 All contracts between Kunststoff Information and the customer shall be governed by the laws of the Federal Republic of Germany without regard to the United Nations Convention on Contracts for the International Sale of Goods.

13.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract shall be Bad Homburg, Germany.

13.3 All changes and additions to these GTC must be made in writing to be legally effective. Deviations from this written form requirement must also be agreed in writing.

13.4 Should individual provisions of these GTC be or become invalid, this shall not otherwise affect the validity of these GTC as a whole. The Parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same shall apply when it comes to filling any gaps in these GTC.

**October 2024**