

# General Terms and Conditions of Sale and Services LGR PACKAGING (B0AH) – JUNE 15<sup>TH</sup> 2022

## 1. Scope.

1.1. These general terms and conditions of sale and services (the "General Conditions") apply to the design, manufacturing and sales of packaging/print of sales advertising/leaflets and their accessories (the "Products") and/or provision of services ("Services") by LGR PACKAGING and/or its affiliates (the "Vendor") to a buyer (the "Buyer"), collectively referred to as the "Parties" and individually as the "Party", notwithstanding any general conditions, notably those given in the Buyer's documents (in any form whatsoever), not expressly and formally accepted by the Vendor. The Parties shall be bound by no other document or verbal commitment not formally and expressly accepted by each of them. For the needs of the General Conditions, the Buyer may include those who place an order to the Vendor and/or those to which the Vendor delivers and/or invoices the Products and/or Services.

1.2. Modifications made to the General Conditions are automatically enforceable to the Buyer for orders issued subsequent to being communicated by any means to the Buyer.

1.3. If the General Conditions are translated into a foreign language, the French version shall prevail.

1.4. The General Conditions are available on the website [www.lgr-packaging.com](http://www.lgr-packaging.com) (in English, French, Polish and Flemish).

## 2. Price quotation and ancillary costs.

2.1. The price quotation is valid only if it is confirmed in writing on the Vendor's letterhead paper or by electronic mail sent by a representative of the Vendor. Unless the duration is specified otherwise, it is binding the Vendor for only one (1) month. Unless otherwise specified in writing by the Vendor, prices are quoted pre-tax and in euros.

2.2. The price quotation is given by the Vendor on the basis of a quote, in consideration of the information brought to its attention by the Buyer and on the basis of all the technical characteristics of the Products expressly accepted by the Parties (cutting or layout plan, mock-up, graphic elements, technical specifications). The Buyer agrees in particular to provide the Vendor with all necessary information and documents in order for the Vendor to be able to make its best efforts to assess the Buyer's needs. The Buyer agrees to draw the Vendor's attention to the following: the formulation of its need and of the expected use of the Product; the contents of any and all applicable laws and regulations of the Buyer's speciality area; the compulsory requirements (of any nature whatsoever) for entry and marketing of the Products into the country or countries where they are delivered or for which they are intended as well as any other information that might have an effect on determining the technical characteristics of the Products or on the implementation of the operational processes. Otherwise, the Vendor's responsibility cannot be engaged, and the Buyer shall cover the Vendor against any claims that might be filed against it on this account.

2.3. The ancillary costs invoiced in accordance with terms and conditions agreed between the Parties are the following: (i) studies, drawings, plans, sketches and mock-ups executed upon a potential Buyer's request and not followed up by an order within two (2) months after they have been realised; (ii) supply at the Buyer's request of pre-series in white or proofs in colour; and (iii) all preparatory items necessary for executing the order (mock-ups, plans, models, proofs, films, files, images, offset plates, cut-out patterns, Braille tools, embossing blocks, gliding iron, etc.).

## 3. Ordering, Order confirmation, Modification or cancellation.

3.1. By placing an order with the Vendor, the Buyer accepts application of the General Conditions and acknowledges (i) that the Buyer was fully informed by the Vendor of the Products characteristics as well as the use for which they are intended and (ii) that the Buyer received from the Vendor the information requested as well as the appropriate advices.

3.2. The Vendor undertakes to honour only firm orders issued by the Buyer on any media whatsoever, provided they are confirmed in writing on the Vendor's letterhead paper or by electronic mail sent by a representative of the Vendor. Any other method of ordering or sourcing by the Buyer is subject to a signed agreement between the Parties. However, the Vendor reserves the right not to accept an order or to request a down payment, or guarantee(s), or payment in full of the total price, prior to processing the order. The Vendor also reserves the right to refuse orders that may, in consideration of the information brought to its knowledge by the Buyer or any third party, infringe the interests of the Vendor or third parties and/or contravene the legal or regulatory provisions in force. In this case, the Vendor will inform the Buyer in writing and the order will be considered lapsed.

3.3. Any order must identify the Buyer/initiator if such order must be invoiced to such Buyer/initiator. Unless otherwise agreed in writing, for orders with delivery to third parties, the Buyer shall be deemed the main purchaser. If the delivery to third parties is carried out on their own account or if the purchaser of the delivery draws a benefit from taking possession and use of the delivery in another way, the initiator and the consignee of the delivery are regarded as joint purchasers jointly and severally liable to the Buyer's obligations towards the Vendor. Unless otherwise agreed in writing, for orders invoiced to third parties - whether made in their own name or in the name of someone else - the initiator and the recipient of the invoice are regarded as joint purchasers and will be held jointly and severally liable for the obligations of the Buyer towards the Vendor.

3.4. The contract is effective as at the order confirmation's date issued by the Vendor under the conditions mentioned on it (the "Contract"). When the Buyer expressly renounces to receive an order confirmation, the Contract is formed, in the absence of contestation by the Vendor eight (8) working days after receipt of the order placed by the Buyer.

3.5. Modification or cancellation of an order after the formation of the Contract is binding the Vendor only if it is accepted by the latter in writing. The Vendor then reserves the right to retain any down payment paid and to invoice the Buyer for subsequent additional costs: raw materials supplied, labour costs as well as all costs incurred for preparation or execution of the cancelled or modified order.

## 4. Execution of the order.

4.1. Manufacturing is carried out within the time agreed with the Buyer, taking into account the minimum production time required by the Vendor. The delays of manufacturing and delivery start only after the receipt by the Vendor of all validated technical specifications (such as "Ready to Print" (RTP/BAT), "Ready to cut" documents validated by the Buyer).

4.2. Printing and converting are done in accordance with the standards and tolerances in the profession, as summarised in the Vendor's terms of reference which can be sent to the Buyer on request. Manufacturing carried out in compliance with these standards and tolerances shall not give rise to any claims.

4.3. Unless otherwise expressed by the Buyer in writing prior to "the final contract review", the Vendor is authorised to print its signature on the Products it manufactures.

4.4. The Vendor, at any time and under its own responsibility, can subcontract certain stages of the manufacturing process of the Products.

## 5. Deliveries, Losses and damage during transport.

5.1. The Buyer shall guarantee that the place for unloading is accessible to the carrier put in charge of delivery by the Vendor. 5.2. On time delivery by the Vendor is conditioned by the minimum production lead-time notified to the Buyer. In case of hazard related to transport (roads' blocking, traffic accident, weather conditions etc.), a tolerance on arrival time is deemed to be accepted by the Buyer. Any change to the agreed time or place of delivery shall be subject to written consent between the Parties expressed within a reasonable period of time prior to the delivery date initially agreed. In case the Products' delivery at the agreed time is impossible for the Vendor, he shall inform the Buyer by any means and in a period of time that allows him to modify his order or planned workload of the delivery point. In the event of significant delay in the agreed delivery times, Parties might eventually negotiate in good faith on resulting consequences. No compensation, penalty for delay or cancellation of current order can be imposed upon the Vendor if this has not been expressly stipulated in writing and formally accepted by the Parties.

5.3. The Buyer, on receipt of the Products, shall proceed with all necessary verifications so as to ensure the absence of losses or damage during transport. As the case may be, the Buyer shall issue the customary reservations justified on the delivery note and/or the consignment note presented for its signature by the carrier and shall notify this loss or damage during transport to the carrier by registered letter with acknowledgement of receipt with a copy to the Vendor within a maximum of three (3) days, not counting bank holidays, from the date of delivery. Otherwise, the Vendor's responsibility cannot be engaged.

5.4. A tolerance of delivery in excess or lack of +/- 10% of the quantity ordered is considered acceptable by the Buyer. Within the limit of this tolerance, invoicing is adjusted to the quantity actually delivered on the basis of the price indicated on the order confirmation.

5.5. Any formalities to be carried out, any taxes, duties or other charges that would be payable on the price of the Services or Products in accordance with the regulations in force are the exclusive charge of the Buyer, unless otherwise provided by laws or regulations, or otherwise agreed between the Parties. The Buyer undertakes to verify the formalities and possibilities of importing the ordered Products taking into account the regulations of the country of delivery and/or of destination. The Vendor cannot be held liable for non-compliance with the legislation of the country where the Products are delivered or intended.

6. **Transfer of risk.** Risks are borne by the Buyer once the Products sold are made available to the Buyer to the place or places agreed between the Parties. The Buyer, on availability of the Products and, at least, until effective transfer of ownership, shall insure the Products against all risks of damage and liability.

7. **RETENTION OF TITLE, EVEN IF PAYMENT TERMS HAVE BEEN GRANTED AND EVEN IN CASE OF PARTIAL OR TOTAL USE OF THE PRODUCTS, THE VENDOR SHALL RETAIN TITLE TO THE PRODUCTS DELIVERED UNTIL IT HAS RECEIVED FULL PAYMENT OF THE PRICE (IN PRINCIPAL AND ANCILLARY COSTS) FROM THE BUYER. PAYMENT IS UNDERSTOOD AS RECEIPT OF THE FULL PRICE BY THE VENDOR. THE VENDOR, EVEN IN THE CASE OF OPENING OF SAFEGUARD PROCEDURE, RECEIVERSHIP OR LEGAL LIQUIDATION AGAINST THE BUYER, CAN INVOKE THIS RETENTION OF TITLE CLAUSE IN ORDER TO CLAIM OWNERSHIP OF THE PRODUCTS IN QUESTION OR THE PRICE OF THEIR RESALE SUBJECT TO THE CONDITIONS PRESCRIBED BY THE LAW.**

## 8. Products stored on the Vendor's premises.

8.1. Products stored on the Vendor's premises at the Buyer's request are invoiced at the time the Products are made available to the Buyer, subject to the conditions and to the place or places agreed between the Parties. Within this framework, the date on which Products are made available to the Buyer corresponds to the date of entry into stock of finished Products at the Vendor's site.

8.2. Unless otherwise agreed, after a period of three (3) months following the date on which Products were made available, the Vendor reserves the right: (i) to invoice the Buyer for the financial and storage costs at the rate of two percent (2%) of the price of the Products produced and remaining to be delivered per month of storage and/or invoice the Products concerned, this invoicing entailing transfer of risks to the Buyer, and/or (ii) to deliver the Products to the Buyer, in accordance with the conditions in place, and/or after formal notice to take delivery, to destroy them, at the Buyer's costs, without prejudice of its right to invoice the Products in question.

8.3. If a Product is modified or discontinued, the Vendor reserves the right to invoice the Buyer for any stock relating thereto (raw materials or finished Products) at the price agreed between the Parties and to deliver such stock, in accordance with the conditions in place, or to destroy such stock.

## 9. Claims.

9.1. Following reception of the Products, the Buyer shall inspect such Products without delay. Disputes relating to the conformity of the Products must be sent by any means and confirmed by registered letter with acknowledgement of receipt within the following timelines: (i) disputes relating to the quantity delivered: three (3) calendar days following delivery; (ii) disputes relating to quality: as quickly as possible, but no more than six (6) months after the date the Products are made available. These timelines shall not preclude the application of local laws potentially applicable as regards of latent defects. In no way can the Buyer file a claim against the Vendor after the Products delivered in conformity have been used or transformed in full or in part. Absence of dispute within the above-mentioned delays constitutes receipt and acceptance of the Products, precluding any and all claims or subsequent recourse. Any operation and/or use in any form whatsoever of the Products delivered in conformity, even though such Products would not have been validated by the Buyer, will confirm final acceptance and final validation without reserve of such Products.

9.2. The Vendor can go to the Buyer's premises in order to observe the state of the delivered Products and determine by mutual consent with the Buyer the consequences of the non-conformity as well as the distribution of costs pertaining thereto. The Buyer shall refrain from intervening itself or from having a third party intervene for this purpose without prior written consent of the Vendor.

9.3. Dispute on a specific portion of a Products delivery does not justify refusal to pay for the Products.

9.4. In case of imperfect execution (quantity/quality) by the Vendor, the Buyer waives, in any case to rely on any reduction price

mechanism.

## 10. Use of the Products by the Buyer.

10.1. From the availability date of the Products, the Buyer ensures for storing and retaining the goods at its cost and risk. Storage of the Products as well as their handling and transport must be provided in normal conditions for paper and cardboard supplies, as specified on the Website [www.lgr-packaging.com](http://www.lgr-packaging.com).

10.2. The Vendor cannot be held responsible for inconveniences of any type resulting from late use, as specified on the Website [www.lgr-packaging.com](http://www.lgr-packaging.com).

## 11. Financial Conditions and Terms of payment.

11.1. When entering into relations, the Vendor reserves the right to demand an advance payment after informing the Buyer. Unless otherwise expressly agreed in writing by the Parties, no discount is granted in the event of early payment.

11.2. For each delivery or Service, the Vendor issues an invoice and sends it to the Buyer. Unless otherwise agreed in writing between the Parties, payment must be made within no more than thirty (30) days net on the 15<sup>th</sup> of the month after the invoice date. The Buyer acknowledges that it is aware of the sanctions incurred in the event of late payment: (i) The Buyer will be subject to a late payment penalty at a rate equal to the key interest rate of the European Central Bank increased by ten (10) points, subject to the conditions stipulated under the laws in force in the country of the Vendor. These penalties accrue without prior formal notice from the day following the due date, and they are computed on the amount tax inclusive of the sum remaining due. (ii) The Buyer is also liable ipso jure for all-inclusive compensation for recovery costs in the amount of forty (40) euros. This all-inclusive compensation is payable without a reminder being necessary the day following the date of payment specified on the invoice. The Vendor reserves the right to claim additional compensation on presentation of supporting documents if the recovery costs incurred are in excess of this amount.

11.3. In the event of partial or total non-payment of an invoice that has expired, the Vendor may, after reminding the Buyer and after the normal remedies remain without effect, suspend the performance of the Contract as referred to in Article 3.4. and may refuse the delivery only against the payment of a deposit or with provision of a guarantee.

11.4. Furthermore, if the Vendor has serious reason to fear a cessation of payment or insolvency of the Buyer, the Vendor can, at any time, condition the enforcement of the Contract on obtaining guarantees in his favour, by sending of a request by register letter with acknowledgement of receipt.

11.5. The Buyer cannot, in any circumstances, offset any sum due by the Buyer with any sum due by the Vendor.

## 12. Intellectual property.

12.1. The Buyer warrants to the Vendor that all information provided by it, including but without limitation, models, graphic designs, photos and texts, do not contravene the rights of third parties in any way whatsoever. In no way can the Vendor be held responsible for the reproduction of documents or files provided by the Buyer. In case of dispute or legal action by a third party, the Buyer guarantees the Vendor (i) its assistance (ii) to indemnify the Vendor and (iii) to bear alone all costs and consequences resulting therefrom.

12.2. Tools are the Vendor's property. Unless otherwise agreed by the Parties, the Buyer's participation in the tooling costs does not confer ownership of the tools used by the Vendor on its behalf. The Vendor reserves the right to destroy the tools in case of absence of an order for the Product concerned for more than two (2) years after the last order.

12.3. In no way does manufacturing of the Products entail transfer or granting of a license to use the patents, drawings, models, trademarks or any other item belonging to or filed by the Vendor. Except under particular conditions of creation or development, all creations or innovations by the Vendor for the purpose of design and manufacturing of the Products remain the Vendor's property.

12.4. All copyrights and intellectual and industrial property rights (trademarks, patents, signs, logos, etc.) as well as all technical, industrial, commercial or financial documents belonging to the Vendor are and shall remain the Vendor's property. The Buyer formally agrees not to copy, reproduce or duplicate in full or in part any item subject to intellectual property rights owned by the Vendor as well as the Products provided by the Vendor without its prior written consent.

13. **Transmission of documents.** Unless otherwise unequivocally expressed by the Parties in writing, the contractual documents issued by the Vendor are sent to the Buyer by electronic mail and/or in any other appropriate way. All transmissions sent to the electronic mail address indicated by the Buyer are considered to be received by the Buyer the same day they are sent.

## 14. Hardship and force majeure clause.

14.1. The Parties cannot be held responsible for the damaging consequences resulting from failure to perform or delay in performing their obligations due to the following: (i) a case of force majeure recognised under applicable law or jurisprudence; (ii) a fire or weather conditions, government measures resulting in a partial or total disruption of activity, a strike or blockade on a national scale resulting in a shortage of raw materials or of transport, insurrections, riots or wars; (iii) an internal strike whatever the cause; or (iv) a significant contractual imbalance to the detriment of one of the Parties subsequent to an unforeseen change of circumstances external to the Parties (notably in case of a large variation in the price of raw materials, raw materials supply difficulties or application of any prescription or new legal or regulatory restriction significantly affecting the operational processes).

14.2. If one of these events occurs, the victim Party shall immediately inform its co-contracting Party in order to negotiate the conditions for pursuing the contractual relation.

14.3. If the duration of the impossibility of performing obligations is greater than (30) days, the Parties agree to meet so as to negotiate in good faith adaptation of the Contract. The Parties shall each make their best efforts to reduce the effects of the case of force majeure. If no reasonable agreement can be reached, each Party may terminate the Contract unilaterally.

14.4. If, due to a change of circumstances which couldn't have been foreseen upon conclusion of the Contract, performance becomes excessively costly for the Vendor, particularly in the event of a significant increase in the cost of raw materials and/or energy, which didn't accept to bear the related risk, then the Vendor may request the Buyer to re-negotiate the Contract. Therefore the Vendor will notify the Buyer its wish to re-negotiate the Contract within a thirty (30) days period. Parties undertake to negotiate in good faith in order to restore the initial balance of the Contract. If no agreement can be reached within a delay of thirty (30) days, each Party shall be entitled to terminate the Contract after a two (2) months period of notice from the date of the receipt of the notification of such termination.

## 15. Right of retention. Termination of the Contract.

15.1. If the Buyer fails to perform its obligations or demonstrate its intention to not perform one of its obligation under the terms of the Contract, the Vendor reserves the right, after formal notice left unheeded by the Buyer for eight (8) days: (i) to suspend all Contract execution, notably manufacturing and delivery of any ordered Products; (ii) to reclaim the Products delivered and invoiced but not paid for by the Buyer; and (iii) to withhold all documents, production materials and tools provided by or invoiced to the Buyer for the purpose of executing the order in question; (iv) to resort to any precautionary measure and to invoice the Buyer for all stocks of Products and/or stocks of raw materials as well as storage costs for stocks stored with the Vendor and to request immediate payment.

15.2. As a general rule, if the Buyer fails to observe its obligations or demonstrate its intention to not perform one of its obligation (with the exception: payment of invoice in time, confidentiality obligation, intellectual property obligations, good faith, etc.), the Vendor is entitled to claim from the Buyer removal of and payment for all quantities manufactured and to terminate in its own right the Contract at the exclusive fault of the Buyer, considering the Contract terminated after formal notice sent by registered letter with acknowledgement of receipt left unheeded for eight (8) calendar days. In no way can such termination limit the right of the Vendor who suffers the breach of Contract to keep any down payment and to claim damages from the Buyer in order to compensate for its loss.

15.3. In case of breach of the Contract by the Vendor, not due to a fault of the Buyer, the Buyer might terminate the Contract, but only after formal prior written notice, left unaddressed, within fifteen (15) days following the receipt of such formal notice.

## 16. Vendor's responsibility.

16.1. The Vendor only agrees to manufacture Products which are compliant with (i) specifications approved between the Parties, (ii) the latest to date volumes and graphic designs approved by the Buyer by any means or in any form whatsoever and that could contain without limitation the following terms: ready for press, ready to print, proof validation, print validation, good for print, approved, validation of die-cut, (iii) the Buyer's order confirmed by the Vendor, (iv) the national/local laws and regulations in force in the country of the Vendor and (v) the customs and tolerances allowed in the cardboard and graphic arts industries.

16.2. The Vendor's responsibility cannot be retained (i) if the Buyer has not provided the Vendor with all necessary information for executing the order and regarding the expected use of the Products (ii) for any defect making the Products unfit for a use that might not have been brought to the Vendor's attention (iii) when the Buyer has taken a risk by not respecting the Vendor's recommendations regarding the designing, the manufacturing and/or the use of the Products, (iv) if manufacturing and delivering the Products has been carried out in compliance with the tolerances allowed in the Vendor's speciality area or (v) if the variations in quality observed are inherent in the processes implemented and/or in the raw materials used.

16.3. The packaging made by the Vendor being secondary packaging, i.e. level 2, without contact with the product, the level 1 barrier is the responsibility of the Buyer.

16.4. Unless otherwise agreed between the Parties, in the event of proven non-conformity of the Products, the Buyer may claim only the replacement of the Products. The Vendor's responsibility can in no way exceed the amount of any sums paid and/or payable by the Buyer for the non-compliant Products.

16.5. The Vendor's responsibility shall only be limited to direct material damages caused to the Buyer that would result from faults attributable to the Vendor regarding the performance of the contract. In no way the Vendor shall be required to indemnify immaterial, indirect, special, incidental, consequential or non-consequential damages such as: loss of operating, loss of profit, loss of chance, commercial prejudice, shortfall etc...

## 17. Personal Data Protection

For the sole purposes of the Contract and management of the commercial relationship, the Vendor may collect and process personal data regarding the Buyer. To this extent, the Vendor undertakes to comply with the laws and regulations in force. The Buyer accepts the processing of his data under the conditions provided by the Vendor's data protection policy available for consultation on the website [www.lgr-packaging.com](http://www.lgr-packaging.com). In any case, each Party undertakes, in the event of processing personal data of the other Party, to process and keep data that are strictly necessary to the performance of the Contract and the management of the commercial relationship. Each Party undertakes to take necessary precautions in order to preserve the safety of transmitted personal data.

18. **Confidentiality.** All information, of any kind, form or purpose, disclosed by any means whatsoever, by a Party to the other Party within the scope of the negotiation and execution of this Contract is strictly confidential and cannot be disclosed, used, copied, reproduced and/or duplicated by a Party without the other Party's prior written consent. Unless otherwise agreed between the Parties, the obligation of confidentiality shall survive the termination of the Contract for five (5) years.

## 19. Governing Law. Court jurisdiction.

19.1. All disputes relating to the General Conditions and the Contract are subject to the laws of the Vendor's country.

19.2. Parties undertake to resolve amicably any dispute. If no amicable resolution is reached within fifteen (15) days following the first claim, the dispute shall be referred to the competent Court of the registered office of the Vendor even in case of proceedings involving the introduction of third parties, application, summary proceedings and proceedings involving several defendants.

20. **Validity of the General Conditions.** If one of the clauses of the General Conditions is considered invalid, illegal or inapplicable, the validity, legality and applicability of all the other clauses shall in no way be affected or altered. In such event, the Parties agree to substitute a valid and enforceable provision therefore which, as nearly as possible, achieves the desired legal and economic effect and mutual understanding of the Parties under this General Conditions.

21. **Surviving clauses.** The articles 7, 9, 12, 16, 17, 18, 19 and 20 of these General Conditions shall survive termination of the contractual relations between the Vendor and the Buyer whatever the cause or form thereof.