

C.E.E. PACKAGING SOLUTIONS - GENERAL TERMS OF SALE
As from 01-06-2022

Article 1: Scope of application and principles

C.E.E. PACKAGING SOLUTIONS has written these general terms of sale (hereafter "GTS") which are intended to govern all sales concluded by **C.E.E. PACKAGING SOLUTIONS** with its customers, whatever their nationality or location may be.

These GTS shall be applicable whatever the type of product sold may be, including when the product is specifically created for the requirements of a given customer.

These GTS shall be given to the customer upon opening of an account and upon quotation. They also appear on the back of invoices. Submission of an order shall denote full and unreserved compliance by the customer with these GTS without any claim against **C.E.E. PACKAGING SOLUTIONS** for any contrary or additional terms no matter when these are brought to its attention. These terms of sale shall prevail over any other document issued by the customer. **C.E.E. PACKAGING SOLUTIONS** shall reserve the right to conclude any operation in accordance with terms that derogate from these terms or to refuse to conclude such an operation, particularly in cases involving a prior payment incident, customer insolvency, any change in credit insurance in respect of the customer, an unusual request or bad faith on the part of the customer or prospective customer or for new customers.

C.E.E. PACKAGING SOLUTIONS shall reserve the right to change these GTS at any time, and this change shall apply to orders submitted after the date specified by **C.E.E. PACKAGING SOLUTIONS** concerning the date of application of these revised GTS.

Article 2: Account Opening- Customer Declarations

2.1. No sales relationship may exist between **C.E.E. PACKAGING SOLUTIONS** and the customer without an account opening stage during which the customer must imperatively provide certain information and complete a data sheet. The customer shall be liable for all information which it passes on and shall validate this upon signature of the account opening document and its data sheet. Any error on the part of the customer incurring costs for **C.E.E. PACKAGING SOLUTIONS** shall result in invoicing of the customer for the aforesaid costs. The customer must have satisfactory credit insurance that meets its product requirements. **C.E.E. PACKAGING SOLUTIONS** shall conduct a credit check on the customer. The result of this credit check may result in **C.E.E. PACKAGING SOLUTIONS** not opening or closing a customer account.

2.2. The customer acknowledges the type of products provided by **C.E.E. PACKAGING SOLUTIONS**, their specific features, regulations governing how they are operated/used, stored and kept.

Prior to any creation or supply, the customer shall complete the document entitled "definition of customer requirements - DOAQ216" which lists together certain product types [product coming into contact with food, intended use of the product (what it is to contain), food types, specific uses, additional functions, etc.]. The customer shall be liable for all information which it passes on and shall validate this upon signature of the document.

The customer shall be solely liable for the choice of products from among the range of products offered by **C.E.E. PACKAGING SOLUTIONS**, whether these products are standard or specific.

If the customer submits required technical specifications to **C.E.E. PACKAGING SOLUTIONS**, such a submission shall be the sole liability of the customer.

2.3. The customer shall be solely liable for the storage and usage conditions of these products. The customer has received a technical document provided by **C.E.E. PACKAGING SOLUTIONS** named DOAQ216 and it undertakes to comply with this in every particular.

The customer is reminded that products must be stored in a damp-free environment away from heat sources and be protected from changes in temperature. The customer undertakes in particular to use the product in accordance with industry practices, its type and document DOAQ216.

Should the customer handle or use the products in a way that does not comply with these rules, it shall be fully liable, and shall waive any claim against **C.E.E. PACKAGING SOLUTIONS** and hold it harmless in this regard in respect of any claims brought by its own customers. In all cases, the customer must demonstrate that it has, in every particular and at every stage, complied with the terms set by the Parties and specifically with document DOAQ216, current regulations and industry standards when using, handling, storing and conserving the products sold by **C.E.E. PACKAGING SOLUTIONS**. The customer guarantees to **C.E.E. PACKAGING SOLUTIONS** that it may, in the event of any claim by the customer, inspect its production and storage site.

Article 3: Order

3.1. Any supply of products shall be preceded by a contract signed by the Parties and/or any proposal made by **C.E.E. PACKAGING SOLUTIONS** which shall have a specific validity period and shall be specified on the offer itself. Where no offer is made, confirmation of receipt of the order shall be deemed to denote the offer.

Orders may be placed by any written means (email, fax, etc.).

The order, whether passed by EDI or not, must meet the terms and conditions of the offer agreed previously by the Parties, in order to be accepted.

Orders received shall bind the customer irrevocably regarding the amounts ordered.

Sales may only be concluded upon written confirmation of receipt through the sending by **C.E.E. PACKAGING SOLUTIONS** of a registered letter with acknowledgement of receipt or following three working days from acceptance of the offer by the customer sent to **C.E.E. PACKAGING SOLUTIONS** without any response from the same. In the event of any discrepancy between the registered letter and the order, the former shall denote the offer and it shall be left to the customer to accept or reject it. Failure by the customer to respond within 24 hours shall denote acceptance of the offer.

The Parties shall be required to agree on product delivery terms during the order and order confirmation process.

Generally speaking, **C.E.E. PACKAGING SOLUTIONS** shall set an order minimum of 3000 € ex-VAT

3.2. Artwork Proof: once the offer has been accepted in writing, the customer shall receive a proof that it will be required to validate or to pass on without delay its observations in this regard. It is specified that no production can begin without the formal and unreserved agreement of the customer regarding the proof. Specifications: it may be that the colours reproduced by the proof are different from the product colour provided. The pantone codes alone shall prevail.

Should the customer request an artwork proof prior to an order and where this proof is not followed by a subsequent order, the customer shall be required to make an all-inclusive payment of Eur 100 ex-VAT. Should the proof be followed by an order or accompany an order that is not yet executed and if the customer requests modification of the proof, or its cancellation, CEE PACKAGING SOLUTIONS shall be entitled to accept or reject this change or cancellation and in the event of acceptance, the customer shall be required to make an all-inclusive payment of Eur 200 ex-VAT.

3.3. Equipment shall remain the sole property of **C.E.E. PACKAGING SOLUTIONS**, including where the customer has participated financially in its creation. Accordingly, the customer shall possess no rights in this regard.

3.4. Estimates for orders: As soon as is possible, the customer must anticipate its requirements and send to **C.E.E. PACKAGING SOLUTIONS** estimated orders. The customer shall be bound by these estimates to within a range of +/-10 %.

Based on these estimates, **C.E.E. PACKAGING SOLUTIONS** shall be required to provide the customer with this estimate plus an extra 10% maximum. **C.E.E. PACKAGING SOLUTIONS** shall not be held liable for not being able to provide the customer with volumes over and above this amount.

Upon receipt of an estimated order, **C.E.E. PACKAGING SOLUTIONS** shall either validate or not validate this and shall inform the customer via email.

Article 4: Execution of the Order

4.1. The order can only be executed if the customer is up to date with all of its obligations to **C.E.E. PACKAGING SOLUTIONS**, whatever the cause may be. Any failure to make payment shall result in suspension of all orders.

4.2. The delivery deadline (or provision in the case of start-up sales) shall be 6 to 8 weeks, unless there is an economic crisis and a specific deadline set by **C.E.E. PACKAGING SOLUTIONS** and agreed between the Parties.

In principle, the delivery deadline shall be for guidance purposes and non-compliance shall not invoke the liability of **C.E.E. PACKAGING SOLUTIONS** unless the customer can demonstrate an imperative contractual obligation on the part of **C.E.E. PACKAGING SOLUTIONS** and that the harm occasioned is genuine.

To cover logistics, **C.E.E. PACKAGING SOLUTIONS** has issued a set of logistics technical specifications named "DOAQ255" which shall be passed on to each customer which the customer shall be required to accept. The terms of this document shall supplement those of these GTS.

C.E.E. PACKAGING SOLUTIONS may, without any type of penalty, provide partial deliveries. The customer may not refuse partial delivery, otherwise it shall be invoiced for a financial penalty equal to the cost of transport plus 20%.

Whatever the type of product delivered, **C.E.E. PACKAGING SOLUTIONS** shall provide the quantities ordered up to within +/- 5% without any liability in its regard and the customer undertakes to pay the price for the quantity delivered. For small runs, this tolerance may be +/- 10 %.

4.3. The customer undertakes to be ready to take receipt of the products delivered or made available (in the case of a start-up sale) on the date and at the time agreed if a time has been set by the Parties. In the case of a sale carriage-paid or DDP, **C.E.E. PACKAGING SOLUTIONS** shall have a latitude of +/- 2 hours compared to the agreed time, without being at fault.

Should the customer not be ready to receive the delivery, **C.E.E. PACKAGING SOLUTIONS** shall reserve the right to invoice the customer for the time the delivery vehicle was immobilised based on the hourly rate specified by the transporter. Arrival of the **C.E.E. PACKAGING SOLUTIONS** vehicle at the customer's site shall constitute the "arrival time". Beyond 2 hours of waiting, from the time of the appointment or from the arrival of the truck at the customer's site, **C.E.E. PACKAGING SOLUTIONS** shall reserve the right to defer the scheduled delivery, which shall result in a new delivery appointment being made. In the case of delivery on "Europe" pallets, the customer must return to **C.E.E. PACKAGING SOLUTIONS** or its transporter the exact number of pallets received, before the transporter leaves the customer site. Failing this, **C.E.E. PACKAGING SOLUTIONS** shall invoice the customer for 20 € per missing pallet.

4.4. Reservations: the customer alone shall be responsible for taking delivery of the products. The voucher, presented by the driver, must be dated, signed (name of the person who receipt it) and stamped (with company stamp). Any reservations or complaints of non-compliance of products with the order, in the case of missing items and/or damage associated with their transportation must imperatively be listed on the unloading form and be confirmed to the transporter under the terms of article L.133-3 of the Commercial Code, by recorded delivery letter, within 3 days from delivery of the Products, accompanied by a copy of the delivery note in question. Reservations must meet three conditions in order to be acceptable: they must be written, intelligible and detailed. Where these three conditions are not met, the transporter shall not be held liable. The following reservations shall not be acceptable: "subject to unpacking", "subject to inspection", aso.

By the same deadline, via email, the customer shall send a full copy of the case to the registered address of **C.E.E. PACKAGING SOLUTIONS**, or face debarment by **C.E.E. PACKAGING SOLUTIONS**.

The customer shall also have a set deadline of 5 working days from the date of delivery to declare non-compliance of the products with the order (excluding damage or missing quantities). Should the foregoing principles not be complied with, products shall be deemed irrefutably to be compliant.

4.5. Products that are the object of reservations may not be returned to **C.E.E. PACKAGING SOLUTIONS** until its prior written agreement has been obtained, in their condition at the time of delivery and in their original packaging and in compliance with the returns procedure of the latter. **C.E.E. PACKAGING SOLUTIONS** shall specify the returns procedure. Non-compliance with any of these rules shall result in rejection of the returned products.

Returns must be made at the latest in the month following the date of the agreement to take back products. Failing this, no credit shall be granted.

4.6. Any product ordered or referenced by the customer and stored by **C.E.E. PACKAGING SOLUTIONS** for the purposes of the latter as part of an annual contract must be removed by the customer at its own expense at the latest within 3 months from the expiry date of the contract. Failing this the customer shall be immediately liable to pay **C.E.E. PACKAGING SOLUTIONS** the sum of Eur 20 ex-VAT per pallet and per period started of 30 days. Moreover, the customer shall be liable for administrative costs on an all-inclusive basis of Eur 150 ex-VAT and for the value of the products. Finally, at the end of the contractual period and if the customer has not taken possession of the products still in stock, the price of these shall be payable and shall be invoiced, which the customer shall be required to pay when due.

Article 5: Price

5.1. Price-setting

The price shall be specified in the offer. The price shall be understood to be carriage-paid (or DDP for export sales) for a minimum order amount of Eur 3000 ex-VAT or a minimum of 15 pallets.

Below these thresholds, and within the limits of the minimum order set out in article 3.1., the cost of transportation shall be added to the sales price.

The cost of provision of plates shall be set and invoiced over and above this.

In the case of export sales, the price shall depend on the INCOTERM proposed by **C.E.E. PACKAGING SOLUTIONS** from among current INCOTERMS and accepted by the customer.

Reminder: The sale price of the product depends to a large extent on the cost of raw materials, particularly paper. In the event of a considerable increase in this cost, **C.E.E. PACKAGING SOLUTIONS** shall inform the customer and propose a new product sale price even during the commitment. Under certain circumstances, refusal by the customer to take this price change into account may constitute a fault.

5.2. Payment

The payment deadline shall be 30 days from the date of issuance of the invoice. Payment must be made by bank transfer. Payment shall be understood to be the receipt by **C.E.E. PACKAGING SOLUTIONS** of the full price that is due.

C.E.E. PACKAGING SOLUTIONS does not offer discounts in the event of early payment.

5.3. Non-payment

In the event of non-payment on the agreed date, the customer shall owe the late payment penalties applied to the amounts due up to three times the legal rate of interest plus 5 percentage points. Furthermore, notwithstanding remedy of its harm and in accordance with the law, **CEE PACKAGING SOLUTIONS** shall charge the customer an all-inclusive payment of Eur 40 per unpaid invoice for administrative costs.

In the case of non-payment of a single invoice, all sums due, including those not yet payable shall immediately become payable, without the need for issuance of a prior warning. Moreover, **C.E.E. PACKAGING SOLUTIONS** may automatically suspend and/or cancel current orders.

Customers are reminded that any deduction made by the customer shall be interpreted as a payment incident. Furthermore, no offsetting of reciprocal debts shall be permitted unless any such offsetting has been agreed previously in writing by **C.E.E. PACKAGING SOLUTIONS**.

Under no circumstances shall a complaint about the product authorise the customer to suspend payment of the price.

In the event of non-payment, **C.E.E. PACKAGING SOLUTIONS** may resolve the sale (cancellation), and require return of the products by the customer at the latter's own risk and expense no matter where they may be located. Products in stock with the customer shall be deemed to pertain to unsettled invoices. **C.E.E. PACKAGING SOLUTIONS** may, unilaterally, following a simple demand for payment, prepare an inventory of its products in the customer's possession or have one prepared, to which the customer shall consent. The client also consents to grant free access to its premises for this purpose.

Article 6: Guaranties and liability

6.1. C.E.E. PACKAGING SOLUTIONS guarantees that its products comply with the order. The customer shall have a set deadline of 5 working days from the date of delivery to declare non-compliance of the products with the order (excluding damage or missing quantities) by registered letter with acknowledgement or by email.

6.2. C.E.E. PACKAGING SOLUTIONS guarantees its products to be free from hidden defects within the limits of the law. Any claim in this regard must be submitted to **C.E.E. PACKAGING SOLUTIONS** by any means enabling proof of receipt, within 10 days from discovery of the hidden defect concerning a product.

Nonetheless, customers are reminded that products can deteriorate depending on storage conditions. Also, the glues used and other folds do not last perpetually, which the customer acknowledges and accepts. Our storage conditions preconized: dry area, away from extreme temperature, normal conditions. Our expiry date is 2 years except earth product 1 year

6.3. The customer shall be required to prove the existence of defects, anomalies or missing items. **C.E.E. PACKAGING SOLUTIONS** shall reserve the right to conduct on-site checks as soon as possible. In principle, a rate of non-compliance or of defective products lower than 5 per 1000 shall constitute compliance and the absence of any hidden defects.

Furthermore, the intended use and size of the products provided shall be linked to industry practices. This implies a tolerance up to: size/dimension +/-3%; weight tolerance +/- 10 % which the customer accepts.

6.3.1 As part of the continuous improvement of our products and processes, a customer complaint may be taken into account by C.E.E. PACKAGING SOLUTIONS. It will be necessary to have the elements allowing its analysis such as traceability and sample of the defect. In the absence of the sample, at least a quality photo file (HD format, wide shot, medium shot, tight shot, folded and open view for bags, etc.) for it to be accepted. In the absence of the sample, at least a quality photo file (HD format, wide shot, medium shot, tight shot, folded and open view for bags, etc.) for it to be accepted.

In any event, the customer may not destroy products considered to be defective or non-compliant and must allow **C.E.E. PACKAGING SOLUTIONS** to verify the non-compliance or defect and where applicable, to take back the products.

6.4. In the event of a hidden defect or alleged non-compliance, it shall be up to the customer, under its own liability and cost, to send **C.E.E. PACKAGING SOLUTIONS** 10 samples of the product claimed to be defective or non-compliant so that **C.E.E. PACKAGING SOLUTIONS** can conduct usage checks. Even in this case, the customer authorises **C.E.E. PACKAGING SOLUTIONS** to come to its premises to check product usage or storage conditions.

6.5. The liability of **C.E.E. PACKAGING SOLUTIONS** shall not be held liable in the event of products being stored or used by the customer under conditions other than those specified herein. In all cases, the liability of **C.E.E. PACKAGING SOLUTIONS** shall be limited to direct, foreseeable harm occasioned solely to and demonstrated by the customer. This guarantee shall in principle take the form of replacement of non-compliant or defective products or of reimbursement of the customer with a credit note as decided by **C.E.E. PACKAGING SOLUTIONS**

6.6. For its part, the customer guarantees **C.E.E. PACKAGING SOLUTIONS** against any action brought by a third party due to faults committed by itself or by its appointees and shall assume all of the costs that **C.E.E. PACKAGING SOLUTIONS** may be called upon to incur in its defence (costs of legal action and other lawyers' fees) as well as all sums that it may be required to pay as compensation including within the context of transactions.

6.7. Penalties: Should the customer wish to inflict penalties on **C.E.E. PACKAGING SOLUTIONS**, it must imperatively attach to its invoice the contractual provision (contractual principle and calculation method included) accepted by **C.E.E. PACKAGING SOLUTIONS** and all irrefutable proofs supporting this penalty without reservations (e.g.: copy of delivery note with margin notes correctly entered by the transporter and the customer for the period in dispute) and where applicable, at the request of **C.E.E. PACKAGING SOLUTIONS** to provide proof that the harm occasioned is genuine.

In the case of an incomplete claim or where an error is identified by **C.E.E. PACKAGING SOLUTIONS** (one or more penalty entries that are undue or erroneous), the entire invoice shall be rejected and the customer shall be informed of this by email. In this case, the customer's credit shall not be considered as certain, liquid and due, which shall accordingly rule out any compensation mechanism between reciprocal claims. Furthermore, the customer shall be required to pay all of the administrative costs for handling of the claim for penalties based on an hourly rate of Eur 30 ex-VAT. Only those penalties complying with these stipulations and accepted by **C.E.E. PACKAGING SOLUTIONS** may be claimed from it.

Claims: No claim concerning a credit owed to the customer by **C.E.E. PACKAGING SOLUTIONS** shall be accepted if it is submitted more than 12 months after the originating date of the aforesaid credit.

6.8 For all items under current MID regulation, the luminosity level should be enough to assure a good readability of the filling capacity indicated on the cup. Indeed, this read is possible through transparency of the cup

Article 7: Transfer of Risks

Product-related risks (losses, deterioration that they may encounter or damage that they may occasion) shall be transferred to the customer as soon as the customer or its appointee takes possession of the products.

Article 8: Retention of ownership

PRODUCTS SOLD SHALL REMAIN THE PROPERTY OF **C.E.E. PACKAGING SOLUTIONS** UNTIL FULL PAYMENT OF THEIR PRICE AND ACCESSORY COSTS (VAT, etc.). This retention of ownership clause shall be binding on the customer and all of its own customers, and creditors.

In the event of resale by the customer or of sale of a product incorporating the product provided by **C.E.E. PACKAGING SOLUTIONS**, the customer undertakes upon first request by **C.E.E. PACKAGING SOLUTIONS** to transfer all or part of the receivables acquired from sub-purchasers, against amounts still outstanding, up to the price payable to **C.E.E. PACKAGING SOLUTIONS**.

The customer shall inform its creditors of the existence of this retention of ownership clause and of its enforceability.

The customer undertakes to immediately warn **C.E.E. PACKAGING SOLUTIONS** should it become insolvent, and to carry out or allow to have carried out on its premises, upon commencement of insolvency proceedings, an audit to inspect those products that are still the property of **C.E.E. PACKAGING SOLUTIONS** and to provide all information and other documents enabling it to bring a claim against third parties and other sub-purchasers.

Article 9: Fairness and good faith

The Parties shall negotiate and execute sales fairly and in good faith.

Article 10: Force Majeure

Neither of the Parties shall be held liable in respect of the other for any failure or delay in executing one of the obligations set out in this contract, that is due to the other Party or to the occurrence of a force majeure event with the Parties taking "force majeure event" to mean any event interpreted as such by the law and by case law. The force majeure event shall suspend obligations arising from the contract for the duration of its existence.

Should the force majeure event continue beyond a period of 60 consecutive days, either one of the Parties may rescind the sale without fault by recorded delivery letter, and termination of the contract shall take effect immediately upon issuance of this letter.

Article 11: Intellectual Property

11.1. The customer shall remain the owner of the décor, visuals, files, documents and trademarks that it submits to **C.E.E. PACKAGING SOLUTIONS** for the latter to use in order to discharge its obligations.

The customer guarantees **C.E.E. PACKAGING SOLUTIONS** against any claim by third parties concerning the elements submitted to the latter and shall indemnify **C.E.E. PACKAGING SOLUTIONS** against all harm linked to any claim or legal action by a third party including the sums that **C.E.E. PACKAGING SOLUTIONS** could be required to pay to a third party following legal proceedings or as part of a settlement agreement. The customer shall meet all costs that **C.E.E. PACKAGING SOLUTIONS** may be required to pay for its defence (cost of court proceedings and other lawyer's fees, etc.).

Whenever possible, the customer shall simply replace **C.E.E. PACKAGING SOLUTIONS** for court action in which **C.E.E. PACKAGING SOLUTIONS** is a party due to a fault on the part of the customer.

11.2. All intellectual and industrial property elements, such as plans, studies, technical plans, sketches, product prototypes, works, models, refinements, patents, know-how, trade secrets, décor, and trademarks used by **C.E.E. PACKAGING SOLUTIONS** at any time in the discharging of its obligations for the benefit of the customer, shall remain the sole property of **C.E.E. PACKAGING SOLUTIONS**.

The customer shall not acquire any ownership rights over the above-mentioned intellectual and/or industrial property elements belonging to **C.E.E. PACKAGING SOLUTIONS**, who shall remain the sole owner of all these rights.

The customer therefore undertakes not to use by any means, directly or through a third party, these intellectual and industrial property elements without the prior, written authorisation of **C.E.E. PACKAGING SOLUTIONS** setting out the terms of use and the financial terms of exploitation.

Article 12- Confidentiality

The customer undertakes to keep strictly confidential all of the information to which it may have had access concerning **C.E.E. PACKAGING SOLUTIONS**, and its know-how, for the entire duration of the commercial relationship and for 10 years after its end, whatever the cause may be. It undertakes to guarantee compliance with this confidentiality agreement by its employees and appointees.

This confidential information shall cover all information of a financial, commercial and technical nature, intellectual and industrial property, and documents prepared by **C.E.E. PACKAGING SOLUTIONS**.

This confidentiality obligation shall not apply to the information that the receiving Party was already aware of before receiving it and which it was free to use, or to information that had entered the public domain without breaching this confidentiality clause, and to the information created by the receiving Party.

Article 13: General Terms

13.1. Should any one of the general terms be declared inapplicable or invalid for whatever reason, this inapplicability or invalidity shall not affect the application or validity of the other stipulations of these general terms.

13.2. The fact that **C.E.E. PACKAGING SOLUTIONS** decides at any point not to avail itself of any one of the stipulations of these GTS shall not be interpreted as it waiving its rights to avail itself subsequently of the aforesaid stipulations.

13.3. Unless the customer decides otherwise in writing, the latter expressly authorises **C.E.E. PACKAGING SOLUTIONS** to state that it is a customer of **C.E.E. PACKAGING SOLUTIONS** particularly on its sales or promotional documents.

Article 14: Applicable Law - Disputes

14.1. All sales by **C.E.E. PACKAGING SOLUTIONS**, including for export, shall be governed solely by French law, and shall exclude any international agreement.

14.2. Any dispute concerning the drafting or execution of contracts concluded between **C.E.E. PACKAGING SOLUTIONS** and the customer shall be heard solely by the Commercial Court in the jurisdiction in which **C.E.E. PACKAGING SOLUTIONS** has its registered address. This clause shall apply even in the case of an interim relief application, a supplementary application, cases involving several defendants or guarantee claims no matter what the terms of payment may be.

The customer shall be required to reimburse **C.E.E. PACKAGING SOLUTIONS** for all costs incurred by the latter for legal action brought against it for recovery or invocation of liability including judicial officers' and lawyers fees.