

Unless specifically agreed otherwise in writing, any order, including oral orders, shall automatically signify purchaser's full and unreserved acceptance of these general terms and conditions of sale, which shall apply exclusively notwithstanding any provision to the contrary in the purchaser's own terms and conditions of purchase, on which it agrees not to rely. The fact that seller does may not rely on any of these general terms and conditions of sale at any time shall not be interpreted as signifying seller's waiver of any right to subsequently rely on said conditions.

1°) – FORMATION OF THE CONTRACT

Our industrial equipment being specific and depending on each order, our prices and eventual reductions are fixed on quotation. The prices on the Seller's order acknowledgements are revisable.

Any tax, tax, right or other benefit to be paid pursuant to the French regulations or those of an importing country or a transit country shall be borne by the purchaser.

Seller's offer(s) are non-binding. The contract shall be deemed to have been entered into upon receipt of seller's written acknowledgement stating the acceptance of purchaser's order(s). In the event of immediate delivery, the order confirmation may be substituted by the delivery of the relevant equipment or good.

Prices and new delivery times shall be negotiated separately by the equipment seller and the purchaser for any additional items. Conditions agreed for additional items shall not apply to those agreed for the main order under any circumstances.

2°) – RESEARCH AND PROJECTS

Projects, research and documents of any kind, (including without limitation drawings, models, plans, layouts, schemes and preparatory works), that are created, developed or generated by the seller, whether or not supplied or communicated to the purchaser, shall remain together with any information included therein the seller's exclusive property at all times and must be returned to it on request. Seller shall retain full ownership of all intellectual property rights to its projects, research and documents.

After the order has been placed, and if appropriate, seller shall supply layout drawings for each ordered equipment, but shall not supply working drawings.

Projects, research and documents are performed and as the case may be supplied free of charge as far as a corresponding purchase order is subsequently placed. If this is not the case, seller shall be reimbursed for its research and travel expenses.

The purchaser hereby undertakes to keep in strict confidence these documents, whichever their nature, subject or format, to which it will have access. The purchaser shall only circulate projects, research and documents internally within its organization and will communicate the same only to its employees or agents having to know them for the purpose of the conclusion and implementation of a purchase order. The purchaser warrants that any and all of its employees, agents will keep these documents in strict confidence.

The purchaser shall not use these projects, research and documents to manufacture or to have a third party manufacture identical or similar items or equipment and in particular any machine having a wrapping mandrel.

3°) – DELIVERY

Unless specified otherwise, delivery shall be EX WORKS from seller's premises in Chenôve. No departure from said principle of delivery ex works shall be allowed, by means of statements such as: 'delivered 'ex station', ex quay or to purchaser's premises (duty paid), or carriage paid or partially paid.

All packaging shall be paid by the purchaser and shall not be taken back by seller, unless agreed otherwise. Unless agreed otherwise, packaging shall be prepared by seller, who shall act in the purchaser's best interests.

In the event shipping is delayed for any reason whatsoever beyond seller's control, and if seller agrees, the equipment shall be stored, and handled if necessary, at purchaser's expense and risks, and seller shall not subsequently accept any liability therefor. This clause shall in no way affect the obligations to pay for the equipment and shall not create a novation.

Transfer of custody of the equipment to purchaser shall take place when the equipment leaves seller's factory.

Purchaser shall arrange insurance cover for the equipment from the time of transfer of custody of the equipment(s) and during transit, at its expense.

4°) – DELIVERY TIMES

Delivery times shall run from the date of confirmation of receipt of the order, or the dates on which seller receives the information, down payment and/or supplies that purchaser has agreed to provide, whichever is the latest. An indemnification for delays in the delivery of an item or equipment, however arising, shall never exceed five percent of said item or equipment.' price (before taxes). Orders may not be cancelled in the event or by reason of a delay.

5°) – PACKAGING

The packaging is always owed by the customer and is not taken over by the seller, unless otherwise stipulated. In the absence of a special indication, the packaging is prepared by the seller who acts in the best interests of the customer.

6°) – PRICE AND TERMS OF PAYMENT

Unless agreed otherwise, prices shall be given ex-works ("EXW" in the meaning of the Incoterms 2010). Terms of payment are as follows:

- Thirty percent (30%) down payment within fifteen (15) calendar days after the receipt of the order acknowledgement given to the purchaser by the seller.
- Sixty percent (60%) upon acceptance of the equipment in seller's factory, (full VAT amount to be paid at the time of the invoice). There shall be no obligation to ship the equipment to the purchaser prior to the receipt of such installment.
- Ten percent (10%) within 30 calendar days of the acceptance of the equipment in purchaser's premises.

All payments shall be made to seller's address, net and without any discounts. The purchaser has no right of set-off, unless the purchaser's claim(s) is (are) approved by the relevant court or acknowledged by seller in writing.

Any non-payment on any of the due dates shall constitute an event of default and all the other installments shall become immediately due and payable, even if drafts have been issued. In addition, purchaser shall *ipso jure* owe a statutory non-discharging flat-rate charge for debt collection in the amount of 40 €, in addition to late-payment interests calculated by applying an interest rate corresponding to the rate applied by the European Central Bank (ECB) to its reference refinancing operation, which shall be rate on the 1st January for operations in the first half of the year concerned and the rate on 1st July for operations in the second half of the year concerned, plus 10 percentage points. Failure to pay any outstanding amount on its due date shall entitle seller to suspend or cancel all orders pending.

7°) – RETENTION OF TITLE

Seller shall retain full and exclusive title to the equipment sold until the price in principal and all incidental amounts have been paid in full. The equipment must be identifiable at all times.

Failure to pay any amount on a due date may result in a petition for recovery and the return of the goods to seller. An obligation to return equipment may result from a formal demand sent by certified mail, a report drawn up in the presence of both parties, or summons served by a bailiff (*huissier*). Purchaser shall be obligated to comply therewith.

During the duration of the reservation of ownership, the risks have been transferred to the purchaser as soon as the goods are made available at the seller's premises. The purchaser must then ensure the goods against all risks of damage. The insurance policies shall mention the owner quality of the seller. The goods in stock at the purchaser's premises are, unless evidence to the contrary, presumed to be those unpaid.

8°) – TRANSPORTATION – CUSTOMS – INSURANCE

The goods travel at the buyer's perils.

All transportation, insurance, customs, handling and moving to the final location shall be carried out at purchaser's expense and risks. Purchaser shall verify shipments on arrival and shall take any necessary action against the carriers, including when delivery is 'carriage forward'.

9°) – EXPRESS WARRANTIES

9.1 – Defects covered by the warranty

Seller agrees to correct any operational defect caused by a flaw in the design, materials or manufacture, within the limit of the following provisions. Seller's obligation shall not apply to any defect caused by materials supplied

by purchaser or a design imposed by purchaser.

The warranty shall not cover problems caused by fortuitous or force majeure events, replacements or repairs following normal wear and tear, damage or accidents caused by negligence, inadequate supervision or maintenance, including failure to carry out regular maintenance work, or incorrect usage.

More specifically, any problems caused by the use of blanks, die-cut blanks, divisions or glues other than those recommended by the machine's seller shall not be covered by the warranty.

The warranty shall also cease to apply in the event purchaser alters the equipment in any way, including the mechanical parts, the settings defined by the seller or any other change.

9.2 – Warranty period and entry into effect

Unless specifically agreed otherwise, the warranty shall only apply to defects observed within twelve months from the Equipment site acceptance test and at the latest 3 months after the delivery date (plant departure date).

This time period shall be halved in the event the equipment is used for more than eight hours a day.

In the event of a delay in shipping, the warranty period shall be extended by the length of the delay. However, the warranty extension shall not exceed nine months.

Replacement parts and reworked parts shall be under warranty under the same terms and conditions as the original equipment, for a period corresponding to the period defined in the above paragraphs on the warranty period. This provision shall not apply to other parts, for which the warranty period shall be extended by a period equal to the period for which the equipment was unavailable. The warranty shall not apply if repairs were carried out by a third party without seller's prior, written consent.

9.3 – Purchaser's obligations

To benefit from these provisions, purchaser must inform seller in writing of the defects it attributes to the equipment and provide documentary evidence of their existence. It shall do everything necessary to enable seller to observe the defects and correct them.

9.4 – Procedure for implementing the warranty

When informed thereof, seller shall correct the defects at its expense, promptly and carefully, while reserving the right to alter certain elements of the equipment in order to fulfill its obligations. The seller's guarantee covers only the parts apart from labor costs.

Unless expressly agreed otherwise, repairs shall not be covered by any warranty other than for the proper performance of such repairs.

Any work performed to fulfill the warranty obligation shall normally be carried out on seller's premises after purchaser has sent it the faulty equipment or parts for repair or replacement.

Nevertheless, given the type of equipment, repairs shall need to be made on the purchaser's premises.

The cost of transportation of faulty equipment and parts, and the cost of returning the repaired or replaced equipment or parts, shall be borne by purchaser, as shall the travel and accommodation expenses incurred by seller's employees in the event of on-site repairs.

Parts replaced free of charge shall be made available to seller, and ownership thereof shall revert to it.

9.5 – Liabilities for Express Warranties – Limitation and Exclusion of liability

Express warranties are only those which have been expressly specified as such in writing in this article 9 – Warranties. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED.

If these repairs or improvements fail, the purchaser may claim such compensation as has been agreed for such case, or, in the absence of such a specific agreement, a reasonable reduction of price. If, however, the defects are of such importance that they cannot be remedied within a reasonable time and provided that the goods cannot be used for the foreseen use, or if such use is considerably impaired, then the purchaser shall be entitled to refuse acceptance of the defective parts or, if partial

acceptance is economically unreasonable, to terminate the corresponding sale contract. The seller can only be held liable for reimbursing the sums which have been paid for the parts affected by this termination.

Seller's liability shall be strictly limited to the obligations defined above, and it is expressly agreed that seller shall not be required to pay purchaser any indemnification, even if it suffers direct and/or indirect losses due, in particular, to malfunctioning of the equipment or its unavailability.

10°) – LIMITATION AND EXCLUSION OF FURTHER LIABILITY

10.1 – Limitation of liability

The Parties specifically agree that Seller's maximum financial liability in connection with these general terms and conditions of sale and any related sale contract and any amending or subsequent agreements thereto shall be limited, regardless of the basis of such liability (whether at law, in contract or in tort), to the reparation of the direct and material damages only and to the amount of the equipment, without exceeding two hundred fifty thousand euros (€250.000) per event. The purchaser waives any claim against the seller, its affiliated companies and their insurers for any amount beyond the aforementioned limitation of liability.

This exclusion shall apply even in the case of a negligent breach of a material contractual obligation. This limitation of liability shall however not apply in case of intention, fraud or gross negligence, nor where a party is liable for death, impairment of health or personal injury.

10.2 – Exclusion of liability

The Parties specifically agree that the seller shall incur no liability towards the purchaser, on whichever ground and howsoever arising (including by reason of the negligent breach of a material obligation hereof), for loss of production, additional costs of production, breakdowns, business interruption or disruption, loss of use, loss of orders, loss of profit, financial losses such as loss of profit or loss of revenue, financing expenses and for any other consequential or indirect loss whatsoever. This exclusion of liability shall however not apply in case of intention, fraud or gross negligence.

11°) – CHOICE OF LAW AND DISPUTE RESOLUTIONS

All disputes arising out of or in connection with these general conditions of sales any related sales contract and any amending or subsequent agreements thereto shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said ICC Rules.

The place of arbitration shall be Paris, France. This Agreement shall be governed by and construed in accordance with the Laws of France and the Arbitration Tribunal shall apply the Laws of France.

The application of the United Nations Convention on Agreements for the International Sale of Goods shall not be excluded. The language of the proceedings shall be English. The award shall be final, binding and non-appealable.

12°) – MISCELLANEOUS

If a specific provision of these general terms and conditions of sale is or become invalid, the remaining provisions shall remain valid. The parties agree to replace the void provision with a legally valid provision which shall serve the commercial, legal or economic purpose of the former invalid provision as closely as possible.

13°) – COMPLIANCE

13.1 The purchaser undertakes to comply with the DS Smith Code of Conduct available on www.dssmith.com and with all the procedures to which it refers, as well as with the provisions of the Sapin 2 Act No. 2016-1691 of 9 December 2016 on transparency, fight against corruption and the modernisation of economic life.

13.2 Each Party acknowledges that it acts as an independent controller of any personal data processed in the context of their business relationship and shall comply with their respective obligations under the "GDPR" legislation (European Regulation n° 2016/679 of 27.04.2016) on data protection, as well as the DS Smith procedure on personal data protection, available at www.dssmith.com. The purchaser agrees not to provide or otherwise make available personal data to DS Smith, other than business contact information.