

**General Terms and Conditions of Sale**  
**Coveris Flexibles France SA**

**1. GENERAL AND SCOPE OF APPLICATION**

Any order of goods (hereinafter the "Products") or services (hereinafter the "Services") or any acceptance of one of our offers or quotations by a customer (hereinafter the "Buyer") involves the acceptance of our general terms and conditions (hereinafter the "General Terms"), which take precedence over any differing or conflicting clause or provision emanating from the Buyer's purchase orders and/or its own general purchase conditions, unless expressly agreed in writing.

**2. CONCLUSION OF CONTRACT**

**2.1** The agreement is concluded and shall only be binding when we have issued the order confirmation. The agreement includes the order confirmation and the General Terms (together, the "Agreement"). Any other information given is deemed to be indicative only and shall not be binding on the parties.

**2.2** Once the Agreement is executed, the sale cannot be deferred, modified or cancelled. The minimum quantities for production orders are at least 3 tons for extrusion orders and 20 000 production meters for printing orders.

**3. PRICES AND TERMS OF PAYMENT**

**3.1** Unless otherwise agreed, prices are ex works and net. The Buyer shall bear any applicable statutory value added tax, packaging and transport costs, expenses, fees, levies and any other taxes and customs duties which are incurred in connection with deliveries.

**3.2** Our prices are calculated on the basis of raw material prices and production costs applicable on the day of our offer and we reserve the right to increase prices in accordance with any cost increases (such as variations of the raw material index (PLATT'S or ICIS)) that may have occurred between the order confirmation and the date of delivery.

**3.3** The Buyer shall make payment of our Products and Services within 30 days of the date of invoice, unless otherwise specified in the order confirmation.

**3.4** In the event of late or non-payment, we shall be entitled to charge interest without prior notice at the rate applied by the European Central Bank to its most recent financing operation plus ten (10) percentage points. A fixed compensation of forty (40) euros will be invoiced to the Buyer for costs incurred in collecting the debt. In the event recovery costs actually incurred exceed 40 euros, we reserve the right to ask for higher compensation upon well-documented proof.

Failure to pay a single invoice at the due date shall lead to forfeiture of the term and immediate due date of all our current invoices, even if not yet due.

**3.5** Any demand for payment remaining unsuccessful within forty-eight (48) hours shall grant us the right to terminate the order ipso jure without prejudice to any damages and without any legal formalities. Any late payment shall grant us the right to terminate or suspend all the current orders actually delivered or not. In the event of late or non-payment by the Buyer or if its financial circumstances deteriorate, we may require the Buyer to pay in advance for its orders, in full or in part, on the day of the order confirmation or at any moment, at our sole discretion. The Buyer shall bear all related costs if any.

**3.6** Advance payment will not be discounted unless expressly agreed otherwise.

**3.7** The Buyer may not set-off any counterclaims, unless expressly agreed in writing by both parties.

**4. DELIVERY AND MANUFACTURING**

**4.1** Unless otherwise agreed, we shall make delivery ex works (INCOTERMS 2020). If we undertake shipment, Products are delivered at the Buyer's risk and expense. The Buyer shall make any necessary inquiries in case of damage or shortage and confirm them by notifying the carrier by register letter with acknowledgement of receipt within forty-eight (48) hours from the delivery of the Products, including if we undertake shipment. Transportation costs invoiced to the Buyer may vary depending of the commercial terms of the carrier.

**4.2** If the Buyer fails to accept the delivery of Products or the performance of Services in compliance with the Agreement, risks of losses or deterioration shall pass to the Buyer upon notification of our ability to deliver. Without prejudice to any right to compensation, we shall be entitled to invoice the

Buyer with any storage costs or any other costs incurred, as well as the price of Products, at the contractual due date.

**4.3** If we agree to store the Buyer's Products and the Buyer fails to retrieve them on time, we shall be entitled to invoice for, and to deliver, the stored Products immediately. We may also invoice storage costs on the expected delivery date and then monthly on a pro rata temporis basis until the Products are removed.

**4.4** Any delivery dates and periods specified on the order confirmation are non-binding guidelines and may vary according to our production and supply constraints; they shall be understood from our factories and warehouses. They start on the date the Agreement is binding on the parties and provided that the Buyer has fulfilled all its contractual obligations (e.g. providing information and documents necessary to perform the order). The Buyer may not claim any delay penalty from us in the event we fail to respect the indicative delivery times. The Buyer may refuse a delayed order only after having sent a formal notice by registered letter, which remains ineffective for eight (8) days.

**4.5** The Buyer may not refuse partial delivery of the Products without reasonable grounds. Each delivery shall be invoiced and paid separately.

**4.6** We submit a press proof before printing. We are liable only to the extent the Buyer returns us this press proof dated and signed within eight (8) days from its issuance. Any change of manufacturing or in the order confirmation decided after the acceptance of our press proof is subject to our written acceptance and may result in price adjustment and/or delaying the delivery date.

**4.7** We do not submit any print test or proofreading. Minor and/or unavoidable differences in the manufacturing, especially technically caused, differences in color tones, printing position and printing, or in quality and dimensions, will not entitle the Buyer to complain, to refuse the Products or Services or to claim for a price reduction, so long as they are customary in the trade and/or within the limits described below.

**Thickness and weight tolerance per square meter:**

On packets, bags, films and sleeves, the nominal thickness can vary by 10% more or less from one point to another. The average of the entire delivery may vary by 5% more or less than the theoretical thickness or weight.

**Quantity tolerance:**

The Buyer shall accept deliveries, which are up to 10% in excess or short. We will invoice the Buyer accordingly.

**Quality tolerance:**

We can submit material sample used for the order but we cannot guarantee the exact similarity of the quality delivered due to manufacturing or supply conditions.

**Size tolerance:**

Dimensions indicated for our Products are the external dimensions, including margins and welds.

**Length and width tolerances:**

Length and width tolerance is 3% more or less.

**5. WARRANTY AND LIABILITY**

**5.1** We only warrant that, at the time of delivery, the Products and/or Services comply with (i) applicable statutory regulations and (ii) the purchase order for an industrial application in good and appropriate storage conditions, for a period of six (6) months from the date of delivery or from the date of availability of the Products to the Buyer and/or from the date of completion of the services, or for the durability of the Products if it is less than six (6) months.

**5.2** The Buyer shall examine Products immediately after receipt or availability. The Buyer shall notify in writing hidden defects or non-compliance to the purchase order, specifying the number of the purchase order and providing any justification or evidence, no later than five (5) days upon discovery of the defect.

**5.3** The Buyer shall request our written consent before any return of Products. Any Product returned without our prior consent will be held at the disposal of the Buyer at its own risk and expense and will not result in any credit. Costs and risks (shipping and storage) for a return are always borne by the Buyer.

**5.4** In the event we find a defect or a non-conformity in the Products delivered, the Buyer may obtain, in descending order of priority, the replacement of the Products, their reworking or repair, a price reduction proportionate to the defect or the reimbursement of the Products. A price reduction may only be granted when we cannot replace or rework the defective Products.

**5.5** The Buyer cannot make any claim for minor differences from the agreed specifications if it would be reasonable for the Buyer to accept them. Unavoidable, especially technically caused, differences in colour tones, printing position and printing, or in quality and dimensions, will not entitle the Buyer to complain, provided they do not exceed the limits specified in article 4. We are not liable for damages, which are attributable to (i) the Buyer's instructions, (ii) the Buyer's improper storage of the Products or (iii) the modification of the Products by the Buyer. Only the Buyer is responsible for the choice of the Products and the prior compatibility check of the ordered Products for the intended use and their compliance to specific standards necessary for their use. The Buyer shall communicate us any necessary information for the compliance of the Products for any specific intended use. We shall not be liable if the Buyer does not use the Products in accordance with its purpose or if the Products do not meet the specific standard required for its use.

**5.6** Without prejudice to mandatory laws or regulatory provisions, the compensation or damages due under the Agreement may not exceed the price of the corresponding Products or Services, except in the event of fraud, willful misconduct or personal injury. Any liability is expressly excluded for consequential or indirect damages, loss of profit, loss of turnover, loss of opportunity or reputational damage.

## **6. FORCE MAJEURE**

**6.1** We shall not be liable for any delay and/or failure in the performance of the Agreement which results from a force majeure event according to article 1218 of the French Civil code. In particular, delivery times are extended by one month in the event of a delay due to force majeure as defined by law such as fire, epidemic, flood, riot, attack, equipment damage, war, strike (total or partial) in our factories or at those of our suppliers, subcontractors and carriers.

**6.2** After this period of one month, each party may cancel the delayed order without being entitled to claim any damages from the other party. However, in case of force majeure, we will deliver Products already manufactured at the time of the cancellation to the Buyer, and the Buyer shall accept and pay them at the agreed price. We will invoice, and the Buyer shall pay for, raw materials already ordered and not yet processed.

**6.3** We will inform the Buyer as soon as possible of the beginning and end of any force majeure event that may affect the production and delivery of the Products and/or Services.

## **7. RETENTION OF TITLE**

**7.1 PRODUCTS WE HAVE DELIVERED WILL REMAIN OUR PROPERTY UNTIL THE BUYER HAS ACTUALLY PAID US THE FULL PRICE IN PRINCIPAL AND INCIDENTAL COSTS. THE DELIVERY OF A TITLE CREATING AN OBLIGATION TO PAY (E.G. BANK DRAFTS) IS NOT A PAYMENT WITHIN THE MEANING OF THIS CLAUSE. FAILURE TO PAY ANY OF THE INSTALMENTS MAY RESULT IN THE CLAIM OF THE PRODUCTS AND THE RESOLUTION OF THE AGREEMENT.**

**7.2 THESE PROVISIONS DO NOT PREVENT THE TRANSFER OF THE RISKS OF LOSS OR DETERIORATION OF THE PRODUCTS SOLD AS WELL AS THE DAMAGE THEY COULD CAUSE TO THE BUYER, UPON REMOVAL OF THE PRODUCTS OR AVAILABILITY TO THE BUYER IN OUR FACTORIES. THE BUYER SHALL NOTIFY US IMMEDIATELY IN THE EVENT OF SEIZURE OR OF ANY OTHER INTERVENTION BY A THIRD PARTY.**

**7.3 IN THE EVENT OF RESALE OF THE PRODUCTS TO A THIRD PARTY, THIS RIGHT OF OWNERSHIP SHALL BE TRANSFERRED ON THE PRICE OF THE PRODUCT AS WELL AS ON THE AMOUNT DUE BY THE SUB-PURCHASER TO THE BUYER, SEPARATELY OR TOGETHER WITH OTHER PRODUCTS (AS LONG AS THEY REMAIN TRACEABLE AND SEPARABLE FROM THESE PRODUCTS);**

## **8. PRINTING PLATES AND INTELLECTUAL PROPERTY**

**8.1** Any printing plates that we produce according to the Buyer's document shall remain our property, even if they have been invoiced separately for contribution to the costs. If the value of the printing plates is not included in the price of the final Product, the Buyer shall bear the maintenance costs (repair, regraving). We may delete and destroy printing plates and cylinders twelve (12) months after a printing order, if no follow-up order has been placed by the Buyer in the meantime, except upon express request when the printing plates come from the Buyer.

**8.2** The patents, models, designs, studies, prototypes, tools we have made remain our exclusive property. Consequently, the Buyer shall not reproduce them or communicate them to any third party.

**8.3** In any event, the Buyer guarantees us against all the consequences of legal actions that may be brought against it because of the execution of an order of the Products covered by industrial or intellectual property rights of third parties.

**8.4** The sale of our Products does not confer any right to the Buyer on our industrial or intellectual property rights.

## **9. CONFIDENTIALITY**

Each party undertakes not to disclose any information received from the other party during the negotiations and the execution of the Agreement for a duration of three (3) years from the communication of this information. Each party undertakes not to use this information for another purpose than the good execution of the Agreement.

## **10. PERSONAL DATA**

Each party commits to comply with the applicable provisions for the protection of personal data. Mainly, the Buyer acknowledges that answering the questions we have asked when placing an order (including personal data of individuals working on its behalf) is necessary for the performance of the Agreement and that we process the data for the purpose of fulfilling the Buyer's orders. We may also process the Buyer's data in order to offer the Buyer Products in connection with its needs. We undertake to take appropriate measures in view of the risks involved to ensure the confidentiality, integrity and security of the data, including in the event of transmission to thirds parties located within or outside the European Union, in compliance with applicable regulation. These data are kept for the duration of the Agreement and for the duration of the rights of action. Individuals working on behalf of the Buyer have a right of access, rectification, portability and deletion of the data, of limitation of processing and of opposition on legitimate grounds, as well as the right to define post-mortem guidelines, which may be exercised by addressing their request to the head office of COVERIS FLEXIBLES FRANCE. They are informed that they may also complain to the CNIL.

## **11. JURISDICTION AND APPLICABLE LAW**

**11.1 THE AGREEMENT IS DEEMED TO BE EXECUTED AT THE HEAD OFFICE OF COVERIS FLEXIBLES FRANCE.**

**11.2 THE AGREEMENT AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE, EXCEPT ITS RULES RELATING TO CONFLICT OF LAWS. THE UNITED NATIONS CONVENTION OF 11 APRIL 1980 (VIENNA CONVENTION) IS NOT APPLICABLE.**

**11.3 THE COURTS OF PUY-EN-VELAY (43) SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM BETWEEN THE PARTIES.**

## **12. FINAL PROVISIONS**

**12.1 ASSIGNMENT:** We may assign, delegate, subrogate or transfer all or part of our obligations and rights under the Agreement, as it is not concluded intuitu personae. In particular, we may assign our rights and obligations to any other Coveris Group company, or use one or more subcontractors for the performance of one or more of our obligations under the Agreement without such subcontractors having to be accepted by the Buyer.

**12.2 SEVERABILITY:** If any provision in the Agreement is or becomes invalid, void, null, illicit and/or with no effect, this shall not affect the validity of the remaining provisions. The Parties shall make their best effort to replace the invalid provision by another one which comes as close as possible to the economic and legal result of the invalid provision.

**12.3 NO-WAIVER:** No inaction, omission, failure or delay by us in exercising or securing the enforcement or validity of any right, power, privilege or demand arising under or in connection with the Agreement, and no single or partial exercise of any such right shall impair the existence, operation, content, effect and enforcement of the said right, or operate as a waiver of it. Any modification of the Agreement may only be made after express written acceptance by both Parties.

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