

General Terms and Conditions of Sale and Delivery of All4Labels Global Packaging Group

1. Scope

- 1.1. These General Terms and Conditions of Sale and Delivery of All4Labels Global Packaging Group ("**GTC**") apply to the performance, production and/or delivery of products ("**Goods**") and/or provision of services by All4Labels Group GmbH as well as all affiliated companies (*including Guangzhou All for Labels Packaging Printing Co., Ltd., Hangzhou All for Labels Packaging Printing Co., Ltd.* hereinafter collectively and each referred to as "**All4L**"). For the avoidance of doubt, only the specific All4L legal entity which has accepted a purchase order shall be liable to the Customer who places that order.
- 1.2. The GTC apply only to legal entity, or partnership or sole proprietor or individual who has placed an order under this contract for commercial purposes ("**Customer**") excluding any party or person who purchases the Goods for personal consumption.
- 1.3. The validity of general terms and conditions of the Customer is expressly excluded. Failure by All4L to reject terms and conditions of the Customer does not constitute an agreement to such terms and conditions.. Agreements in the individual case between the Customer and All4L have priority over these GTC, provided if All4L and the Customer explicitly and specifically agree to be bound by such individual agreements. A written agreement or written confirmation is decisive for the interpretation of these agreements, subject to proving the contrary.

2. Offer and acceptance

- 2.1. All4L's price list is an invitation to offer therefore is subject to change and non-binding unless they are expressly marked as binding. The order of the Goods by the Customer is considered a binding offer of contract. Acceptance by All4L is made in text form (e.g. through an order confirmation) or through delivery of the Goods.
- 2.2. If the acceptance by All4L pursuant to clause 2.1 deviates from the Customer's order, this constitutes a new offer by All4L.
- 2.3. Both parties may accept offers of the other party within two (2) weeks after their submission, unless otherwise agreed upon between the parties in the individual case.

3. Nature of the goods

- 3.1. The quality of the Goods is primarily determined by the specifications agreed upon with the Customer ("**Agreed-upon Quality**") as well as the technical quality tolerances and the quality tolerances accepted by industry ("**Customary Quality**").
- 3.2. **Minor deviations from the specification of the Agreed-upon Quality, such as in quality, color, manufacturing tolerances, design, equipment and/or workmanship ("Quality Tolerance"), are regarded as complying with the Agreed-upon Quality.**
- 3.3. **Within the Customary Quality, a tolerance in quantity for Goods of +/- ten (10) % ("Quantity Tolerance") shall apply and be treated as complying with the agreed contract; this shall also apply to replacement deliveries as part of any subsequent performance by All4L.**
- 3.4. Changes to the Agreed-upon Quality or the scope of delivery after conclusion of the contract shall be agreed in text form and shall be remunerated separately by the Customer.

4. Prices and price adjustments

- 4.1. The prices agreed-upon in the order confirmation shall apply and exclude VAT, packaging, transport, in the case of export deliveries customs duty, insurance, fees, charges and other ancillary costs (such as storage, print data preparation), unless otherwise agreed in writing.
- 4.2. All4L is entitled to adjust the prices for items to be supplied on a recurring basis to their cost development, in particular, price changes for raw materials, freight costs, tariff agreements, energy and personnel costs, other price changes of All4L's service providers or exchange rate fluctuations, at its reasonable discretion, taking into account the interests of the Customer, if All4L is not responsible for these changes and these were also not foreseeable with sufficient certainty. The Customer will be informed about such price changes by All4L in text form four (4) weeks before the new prices come into effect; upon request, All4L will explain the reasons for the price adjustment to the Customer. If the price increase is more than ten (10) %, the Customer is entitled to terminate the contract with respect to the relevant items with a notice period of three (3) weeks after the date of the announced entry into force of the price change; in this case, the previous prices continue to apply until the end of the contract.
- 4.3. Customer may not offset or withhold payment for the Goods, unless the Customer's claims are not disputed by All4L, or the Customer's claim has been upheld by the competent court and provided the Customer's offsetting or withholding of payment relates to the same order under which the delivery of Goods in question was made.

5. Delivery, delivery dates and delivery on demand

- 5.1. The Goods shall be delivered in accordance with the agreed-upon Incoterms®. All4L is entitled to determine the type of shipment (in particular, transport company, packaging and shipping route), insofar as this has not been agreed-upon with the Customer. The costs for shipping shall be separately agreed-upon with the Customer.
- 5.2. All4L shall state an expected delivery date at the latest when the order is accepted. This is subject to change and will be communicated to the Customer by All4L in case of necessary changes. All4L confirms the binding delivery date with the dispatch of the order confirmation, but not before the Customer has provided and approved all production-relevant information (e.g. print data, print approval, production samples). If the Customer requests changes after the order confirmation which affect the production time, the delivery period shall start anew upon their confirmation.
- 5.3. **Unless otherwise agreed, the risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the time All4L notifies the Customer that the Goods are ready for dispatch.**
- 5.4. **The risk of accidental loss and accidental deterioration of the Goods shall also pass to the Customer if the Customer is in default of acceptance. If the Customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, All4L may claim compensation for the resulting damage including additional expenses (e.g. storage costs).**
- 5.5. The Customer is responsible for compliance with the statutory and official regulations on import, export, transport, storage and use of the Goods, including any obligation to obtain a permit.
- 5.6. The Goods may also be delivered on demand if the Customer so requests; the parties shall agree on a demand and delivery schedule for this purpose.

- 5.7. Should events and circumstances which are beyond the control of All4L or for which All4L is not responsible, and which cannot be prevented, including but not limited to natural events, war, labor disputes, shortage of raw materials and energy, traffic disruptions, fire and explosion damage, epidemics, pandemics, administrative or legally mandatory regulations or restrictions imposed by any governmental authorities or its authorized organization preventing the free-movement of people or goods for any reason, also insofar as they concern All4L's suppliers, sub-suppliers and sub-service providers, impede the fulfilment of the contractual obligations and were not foreseeable for All4L at the time of conclusion of the contract, All4L is released from its contractual obligations for the duration of the disruption and to the extent the disruption affects All4L's performance of the contract. If these events or circumstances last longer than three (3) months, each party is entitled to terminate the contract in writing. In case of a partial delivery that has already taken place, the Customer is only entitled to terminate the contract under the aforementioned conditions with regard to the unfulfilled part of the delivery. Payment for a partial delivery that has already been made may not be refused on account of the unfulfilled part of the delivery.

6. Payments, default in payment and retention of title

- 6.1. All4L's invoices are payable within fourteen (14) days of the invoice date without deduction and plus VAT in their respective amounts, unless otherwise agreed.
- 6.2. If the Customer is in default of payment, All4L may charge default interests in the amount of nine (9) percentage points above the benchmark interest rate for one year term-loan promulgated by the People's Bank of China and applicable at the time of claim by All4L; in this case All4L reserves the right to claim further damages or higher interests in accordance with the statutory provisions.
- 6.3. Until full payment of invoices, the delivered Goods remain the property of All4L.

7. Rights of the Customer in the event of defects

- 7.1. The warranty period for claims for defects by the Customer shall be one (1) year from delivery or, insofar as acceptance is required, from acceptance of the Goods.
- 7.2. If the delivery is made upon demand of the Customer in accordance with clause 5.6, the aforementioned warranty period shall begin with the provision of the first part of the order uniformly for the entire produced quantity or its acceptance, i.e. uniformly also for the Goods still stored at All4L for the Customer.
- 7.3. **A Good is defective if it does not have the Agreed-upon Quality or the Customary Quality. Deviations within the Quality Tolerance or the Quantity Tolerance are not a defect.**
- 7.4. **The Customer may not refuse to accept the Goods because of insignificant defects.**
- 7.5. The Customer must inspect the Goods immediately within 5 working days upon delivery of the Goods and notify All4L in writing within the aforesaid period if any defect is identified. If the Customer fails to inspect the goods and notify All4L within the aforesaid period, the Goods are deemed as complying with the contract and accepted by the Customer. However, if All4L has fraudulently concealed the defect, All4L may not rely on this clause 7.5.
- 7.6. Errors and deviations originating from the sphere of the Customer shall not constitute a defect, provided that the Goods have the Agreed-upon Quality or the Customary Quality. This includes, in particular, errors and deviations in the information, data or material provided by the Customer (e.g. agency data, laminate, adhesives, paints, varnishes,

printing forms) as well as those of third parties used for the performance of the contract and who are designated by the Customer (e.g. consignment warehouse, logistics, data storage). This does not apply to errors and deviations that are based on a culpable breach of an obligation of these GTC by All4L. All4L is not responsible for texts, illustrations, graphic representations, markings, barcodes etc. specified by the Customer to be printed on the Goods.

- 7.7. If Goods are defective and the Customer has duly notified All4L of this in accordance with this clause 7.7, the Customer shall be entitled to the statutory rights subject to the following conditions, unless the Customer was aware of the defect at the time of delivery:
- a) All4L has the right, at its discretion, either to remedy the defect or to deliver defect-free goods to the Customer (subsequent performance).
 - b) All4L reserves the right to make two attempts at subsequent fulfilment in the event of rectification of defects. Should the subsequent performance fail or be dispensable for legal reasons, the Customer may either withdraw from the contract if there is a significant breach of duty or demand a reduction in price.
- 7.8. The Customer may not claim compensation for defects for damages and their consequences if the defect is based on subsequent improper changes to the Goods not agreed upon by the Customer with All4L, improper handling of the Goods or faulty documents, orders or information provided by the Customer.

8. Liability

- 8.1. Unless otherwise stated in these GTC, All4L shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2. **All4L's total liability (whether for breach of contract or for tort claims) in all circumstance is limited to the price of the Goods paid to All4L under the respective order and shall be limited to the actual and direct loss suffered by the Customer.**
- 8.3. The limit of liability under clause 8.2 shall not apply to personal injury or death caused to the Customer or property damages caused by the intentional act or gross negligence of All4L, or for liability imposed under the Product Quality Law of the People's Republic of China ("PRC", excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan, solely for purpose of this GTC).
- 8.4. All4L shall have no liability for any indirect, consequential damage, such as loss of profit or interruption of business.
- 8.5. All4L makes no warranty as to the suitability of the Goods therefore accepts no liability for the suitability of the Goods for the Customer's intended use. The Customer is obliged to check the suitability of the Goods as to whether it fits for the specific use, if intended.
- Insofar as All4L acts in an advisory capacity and this advice is not part of the agreed-upon scope of services owed by All4L, this is done free of charge and to the exclusion of any liability.

9. Collateral

In case of reasonable doubt about the solvency of the Customer and, in particular, in case of default in payment, All4L may, subject to further claims, make deliveries

dependent on advance payments or the granting of other securities by the Customer to the satisfaction of All4L.

10. Industrial property rights and copyrights, property rights of third parties

- 10.1. The parties shall remain the owners of all their industrial property rights (in particular patents, trademarks, utility models, designs), copyrights and know-how (hereinafter jointly referred to as "**Intellectual Property**") in the delivered Goods as well as in the documents and other items handed over in connection with the parties' contractual relationship. Rights of use to any Intellectual Property shall not be granted to the other party, unless otherwise agreed and necessary for the performance of this contract by All4L. Insofar as All4L uses the Customer's Intellectual Property for the performance of this contract and as intended, the Customer grants All4L the necessary non-exclusive rights of use regarding the Intellectual Property concerned.
- 10.2. Insofar as All4L produces tools for the performance of this contract (e.g. graphics, print files, punching tools, printing plates or other files or information; hereinafter collectively referred to as "**Production Tools**"), these shall remain the exclusive property of All4L and the Customer shall not own any rights or Intellectual Property thereto. This also applies after the end of the contract and also in the event that the Production Tools have been paid for by the Customer or represent adaptations or transformations of the Customer's Intellectual Property.
- 10.3. Production Tools will be retained by All4L for a maximum of two (2) years from the date of the last order by the Customer and may be destroyed thereafter by All4L unless a statutory retention obligation applies.
- 10.4. If the Customer provides All4L with documents, e.g. plans, product descriptions, documentation, the Customer must ensure that existing property rights, rights as to a person's personality or data privacy rights are not infringed and indemnifies All4L from all third-party claims which third parties assert from or in connection with an infringement of such rights if this is attributable to culpable conduct on the part of the Customer in this regard. In this case, the Customer is obliged to take all necessary measures to defend All4L against these claims and to bear the costs required for this, in particular legal costs. License fees or costs incurred in such cases or incurred to avoid infringement of property rights shall be borne by the Customer.

11. Confidentiality

- 11.1. The Customer and All4L shall treat all information received from the other party in connection with this contract (hereinafter collectively "**Confidential Information**") as confidential, shall not make it available to any third party and shall use it only for the contractual purposes.
- 11.2. Item 11.1 shall not apply to information which the receiving party is able to prove that it has already been in the public domain at the time of receipt or became public after being received without any action by the receiving party, or was already in the receiving party's possession at the time of disclosure or was independently developed by the receiving party or becomes available to the receiving party from a third party who is under no obligation of confidentiality, provided that the third party did not receive such information directly or indirectly from the disclosing party.
- 11.3. The receiving party is obligated to take all necessary and appropriate precautions to ensure that the Confidential Information obtained is protected against unauthorized

access or loss. The receiving party shall impose appropriate obligations on his/her employees under this clause 11.

- 11.4. The Customer shall, upon All4L's request, promptly return or, as agreed, destroy all Confidential Information of All4L (including copies and transcripts) at any time and confirm this in writing to All4L on request.

12. Data protection

Information on the handling of personal data at All4L is available at https://all4labels.com/wp-content/uploads/2022/09/2022-All4Labels_Privacy-policy_Website.pdf, such information shall be deemed as part of this GTC.

13. Applicable law, place of jurisdiction and miscellaneous

- 13.1. The law of the PRC shall apply to this GTC exclusively to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. Any dispute arising from or in connection with this GTC (including any special contract for sale of Goods made pursuant to the terms and conditions of this GTC) shall be submitted to Shanghai International Arbitration Center for arbitration.
- 13.3. Insofar as these GTC contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTC if they had known about the loophole.
- 13.4. The Parties agree that All4L shall have the right to assign to a third party, without limitation, all of its rights, claims, title and interest against the Customer, by a written notice to the Customer.
- 13.5. The Customer confirms that it has carefully read and fully understands and agree to the provisions of this GTC, particularly those clauses highlighted by All4L in **bold** font.
- 13.6. This GTC is written in both English and Chinese language with the same legal effect. The English version shall prevail in case of conflict between the two languages.