

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**") of All4Labels Group GmbH as well as all affiliated companies (hereinafter collectively "**All4L**").
- 1.2. The GTC apply only to natural or juristic persons, or partnerships with legal capacity, who, when concluding a legal transaction, act in on behalf of or in the capacity of the applicable business enterprise (and not for personal private purposes) who have not placed an order under this contract for private purposes ("**Customer**").
- 1.3. The validity of general terms and conditions prescribed by the Customer is expressly rejected. Failure by All4L to reject terms and conditions of the Customer does not constitute an agreement to such terms and conditions. This also applies if All4L performs services without reservation in the knowledge of such terms and conditions. Specific agreements concluded in writing between the Customer and All4L have priority over these GTC. A written agreement or written confirmation signed by both the Customer and All4L shall be presumed to take precedence for purposes of the interpretation of these GTCs and any other agreement in respect hereof, subject to either party proving the contrary.
- 1.4. Where applicable, in the event that there is a conflict between the GTC and the Consumer Protection Act, No. 68 of 2008 ("**CPA**") the provisions of the CPA shall prevail.
- 1.5. For purposes of the GTC, the term "writing" shall refer to legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and form permitted in terms of the Electronic Communications Act, No. 36 of 2005.

2. Offer and acceptance

- 2.1. All4L's offers are subject to change and remain 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 shall only be valid if made in writing (e.g. through an order confirmation) or through delivery of the applicable 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 on a case by case basis.
- 2.4. For purposes of these GTC, an accepted order (including orders deemed to have been accepted) in terms of this clause 2, shall be considered a "contract".

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. Within the Agreed-upon Quality, minor deviations from the agreed-upon specification, such as in quality, colour, manufacturing tolerances, design, equipment and/or workmanship ("**Quality Tolerance**"), are deemed to be in accordance with the order terms.

- 3.3. Within the Customary Quality, a tolerance for Goods of +/- ten (10) % ("**Quantity Tolerance**") shall apply; 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 writing 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 in Rand or Euros (as applicable) excluding 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 from time to time in its sole discretion (acting reasonably), in particular such adjustments shall be as a result of price changes for raw materials, freight costs, tariff agreements, energy and personnel costs, other price changes implemented by All4L's service providers or exchange rate fluctuations, provided that All4L shall take into account the interests of the Customer when deciding such adjustments and All4L shall not be permitted to make any price adjustments to the extent that the underlying factor resulting in the price increase is caused by the direct actions of All4L or the price increases were foreseeable with sufficient certainty at the time the original price was quoted to the Customer. The Customer will be informed about such price changes by All4L in writing 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 any contract with respect to the relevant items with a notice period of three (3) weeks after the date on which the price change is implemented; in this case, the previous prices continue to apply until all orders previously placed under that contract have been fulfilled.
- 4.3. Offsetting with counterclaims of the Customer or the retention of payments due to such claims is only permissible if as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery 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 of an order. 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, labour disputes, shortage of raw materials and energy, traffic disruptions, fire and explosion damage, epidemics, pandemics, administrative or legally mandatory regulations), also insofar as they concern All4L's suppliers, sub-suppliers and sub-service providers, impede the fulfilment of the contractual obligations and were not reasonably foreseeable for All4L at the time of conclusion of any contract or order confirmation, 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 contractual relationship between them 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 order.

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 interest in the amount of five (5) percentage points above the prevailing prime interest rate; in this case All4L reserves the right to claim further damages or higher interest in accordance with applicable 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 in respect of all Goods which form part of the order i.e. also for the Goods still stored at All4L for the Customer which have yet to be delivered.
- 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 deemed not to be defective.
- 7.4. The Customer may not refuse to accept the Goods because of defects not contemplated in clause 7.3.
- 7.5. In order to validly submit a claim regarding defective Goods, the Customer must inspect the Goods immediately after delivery by All4L, insofar as this is feasible in the ordinary course of business, and, if a defect becomes apparent, notify All4L immediately. If the

Customer fails to notify All4L, the Goods are deemed approved, unless the defect was not recognizable during the inspection. If a defect is discovered later, the notification must be made immediately after discovery; if the Customer fails to do so, the Goods are deemed approved notwithstanding this defect. The timely dispatch of the notification is sufficient to preserve the rights of the Customer. If All4L has fraudulently concealed the defect, All4L may not rely on this clause 7.5.

- 7.6. Errors and deviations originating as a result of the actions of the Customer (including providing incorrect specifications at the time of the order) 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 to be 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 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, the Customer shall be entitled to pursue its rights under applicable laws subject to the following conditions:
- 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 performance in the event of rectification of defects. Should the subsequent performance fail to fulfil the order, the Customer may either cancel the specific contract or demand a reduction in price.
- 7.8. The Customer shall have no claim against All4L for damages arising as a result of any defective Goods if the defect arose as a result of the subsequent improper changes to the Goods not agreed in writing by the Customer with All4L, improper handling of the Goods or faulty documentation, 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 applicable laws.
- 8.2. All4L is liable for damages in the event such damages arose as a result of actions by All4L which were intentional or grossly negligent. In the case of negligence (excluding gross negligence), All4L's liability is limited in terms of clause 8.4, provided that the common law obligation for the Customer to minimize its damages shall apply.
- 8.3. The limitations of liability contemplated in clause 8.2 shall also apply to third parties and in the event of breaches of duty by persons whose fault All4L is responsible for according to applicable laws. They do not apply if a defect was fraudulently concealed or in respect of claims of the Customer under the CPA.
- 8.4. Liability in the case of negligence (excluding gross negligence) does not include indirect, pecuniary or consequential damage, such as loss of profit or interruption of service, and is, in any case, limited to the value of the respective order.
- 8.5. All4L 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 security.

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

- 10.1. The parties shall remain the owners of all intellectual 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 in writing 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 acquire any rights or intellectual property thereto. This also applies after the end of the contractual relationship between the parties 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 himself/herself 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 that has become known to one party from the other party in connection with this Agreement (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 Confidential Information which the receiving party is able to prove was already in the public domain at the time of receipt or became public after being received without any action by the receiving party, 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 Confidential 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.

13. Applicable law, place of jurisdiction and miscellaneous

- 13.1. The GTC will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 13.2. The parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division (Cape Town) in any dispute arising from or in connection with these GTC.
- 13.3. any provision in these GTC which is or may become illegal, invalid or unenforceable in any jurisdiction affected by these GTC shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. pro non scripto) and severed from the balance of these GTC, without invalidating the remaining provisions of these GTC or affecting the validity or enforceability of such provision in any other jurisdiction;
- 13.4. All4L is entitled to cede and/or assign all and any claims it may have against the Customer to third parties without the consent of the Customer. The Customer may not cede, assign and/or delegate any of its rights and/or obligations in respect of the matters contemplated in these GTC without the prior written consent of All4L.