

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 transactions between All4L and the business or organization buying the Goods ("**Customer**"). These GTC do not apply to you if you are a consumer.
- 1.3. These GTC contain all of the terms and conditions with respect to the purchase and sale of the Goods sold pursuant to an Order, and apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. No other agreement, Order amendment, quotation or acknowledgement in any way purporting to modify any of these GTC is binding upon All4L unless made in writing and signed by All4L. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these GTC. If any sample was shown to Customer, such sample was used merely to illustrate the general type and quality of products and not to represent that the Goods would necessarily conform to the model sample.
- 1.4. By placing an order for Goods from All4L as set out in clause 2, the Customer accepts these GTC. The Customer's attention is drawn in particular to the provisions of clause 8 (Liability).

2. Offer and acceptance

- 2.1. All4L's offers are 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 to purchase the Goods in accordance with these GTC. The order shall be deemed accepted, and the contract shall be deemed to come into existence on the earlier of All4L issuing a written acceptance of the Customer's order (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. To accept such new offer, the Customer must provide All4L with written confirmation of its acceptance.
- 2.3. Both parties may accept offers of the other party within two (2) weeks after their submission, after which the offer shall no longer be valid unless otherwise expressly agreed by the parties in writing. Any order for Goods by the Customer confirmed by All4L (or by Customer pursuant to clause 2.2) cannot be modified or cancelled by Customer unless specifically accepted by All4L in writing.

3. Nature of the goods

- 3.1. All4L shall provide Goods that conform to 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, color, manufacturing tolerances, design, equipment and/or workmanship ("**Quality Tolerance**"), are permitted under the contract.

- 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 text form and the additional cost of such changes shall be charged to and payable by the Customer.

4. Prices and price adjustments

- 4.1. The prices agreed in the order confirmation shall apply in euros/pounds sterling excluding VAT which the Customer shall additionally be liable to pay to All4L at the prevailing rate, subject to the receipt of a valid VAT invoice, and do not include costs of packaging, transport, (in the case of export deliveries) customs duty, insurance, fees, charges and other ancillary costs (such as storage, print data preparation), which shall be charged separately to the Customer unless otherwise agreed in writing.
- 4.2. All4L is entitled, in its reasonable discretion, to adjust the prices for any Goods to be supplied to the Customer on a recurring basis to reflect any increase in the cost of the Goods caused by or in connection with (without limitation) 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, provided that such increases in cost are not caused by external factors and were not reasonably foreseeable by All4L. The Customer will be informed about such price changes by All4L in writing no fewer than four (4) weeks before the new prices come into effect; and All4L agrees, upon receipt of a written request from the Customer, to explain the reasons for the price adjustment. If the price increase is more than ten (10) %, the Customer is entitled to terminate the contract with respect to the relevant items by providing written notice to All4L within three (3) weeks of the date of notification of the price increase; and in this case, the previous prices for the relevant items shall continue to apply until the date of termination.
- 4.3. All amounts due under these GTC from the Customer to All4L shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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 specifics of shipment (in particular, the transport company, packaging and shipping route), insofar as this has not been expressly agreed with the Customer. The costs of shipping shall be agreed between the parties and charged to the Customer as a separate invoice item in addition to the price for the Goods.
- 5.2. All4L shall state an estimated delivery date at the latest when the Customer's order is received. This is not binding and may be subject to change. Any change to the delivery date will be communicated to the Customer by All4L. The binding delivery date shall be confirmed by All4L at the point of dispatch of the order, but not before the Customer has provided and approved all production-relevant information requested by All4L (including, by way of example, print data, print approval, production samples). If the Customer requests any changes after the order confirmation which may affect the production time, the delivery period shall start anew upon the confirmation and agreement by All4L to such changes.

- 5.3. Unless otherwise agreed, the risk in the Goods shall pass to the Customer at the time All4L notifies the Customer that the Goods are ready for dispatch.
- 5.4. Without prejudice to the terms of clause 5.3, 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 loss, costs and/or damage including additional expenses (e.g. storage costs).
- 5.5. The Customer is responsible for compliance with applicable laws and regulations relating to import, export, transport, storage and use of the Goods, including any obligation to obtain a permit.
- 5.6. Goods may also be delivered on demand if the Customer so requests; and the parties shall agree on a demand and delivery schedule for this purpose.
- 5.7. All4L shall not be liable for any failure or delay caused by events and circumstances which are beyond All4L's reasonable control, 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, where such events or circumstances impede the fulfilment of the contractual obligations and were not foreseeable for All4L at the time of conclusion of the contract. All4L shall be 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 shall state the VAT due on the Goods ordered. Time for payment shall be of the essence of the contract.
- 6.2. If the Customer is in default of payment, All4L may charge default interest from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 6.2 shall accrue each day at nine percent (9%) a year above the respective base interest rate of the Bank of England from time to time, but at nine percent (9%) a year for any period when the base interest rate is below zero percent (0%); in this case All4L reserves the right to claim further damages or higher interests in accordance with applicable laws.
- 6.3. Until full payment of invoices, the 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 delivery of the first part of the order and will apply for the entire quantity supplied or to be supplied in terms of the applicable a demand and delivery schedule, or alternatively if agreed by the parties, on the acceptance by Customer of the first part of the order, whereupon such date for

commencement of the warranty period shall apply also for the Goods still stored at All4L for the Customer.

- 7.3. All4L warrants that during the warranty period, the Goods shall have the Agreed-upon Quality or the Customary Quality, however the parties agree that any deviations within the Quality Tolerance or the Quantity Tolerance are not a defect in breach of this warranty clause. Accordingly, warranties implied under sections 13, 14 and 15 of the Sale of Goods Act 1979 are expressly excluded.
- 7.4. At the time of delivery, the Customer shall inspect the Goods, 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 within 5 days of delivery, the Goods are deemed accepted, unless alternative acceptance arrangements are agreed by the parties.
- 7.5. Subject to clause 7.6, if:
 - 7.5.1. the Customer gives notice in writing to All4L within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 7.3;
 - 7.5.2. All4L is given a reasonable opportunity of examining such Goods; and
 - 7.5.3. the Customer (if asked to do so by All4L) returns such Goods to All4L's place of business at All4L's cost,
All4L shall, at its option, repair or replace the defective Goods, or refund the original price of the defective Goods in full. This shall be the sole and exclusive remedy for a breach of this warranty.
- 7.6. All4L shall not be liable for the Goods' failure to comply with the warranty set out in clause 7.3 if:
 - 7.6.1. the Customer makes any further use of such Goods after giving notice in accordance with clause 7.5;
 - 7.6.2. the defect arises because the Customer failed to follow All4L's instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 7.6.3. the defect arises as a result of All4L following specification supplied by the Customer;
 - 7.6.4. the Customer alters or repairs such Goods without All4L's written consent;
 - 7.6.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 7.6.6. the Goods differ from their description and any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.7. Except as provided in this clause 7, All4L shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.3.

8. Liability

- 8.1. This clause 8 sets out the entire financial liability of All4L (including any liability for the acts or omissions of its employees, agents and subcontractors) to Customer in respect of;
 - (a) any breach of these GTC (together with any order raised thereunder) however arising;
 - (b) any use made or resale of the Goods by Customer, or of any products incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these GTC.
- 8.2. Nothing in these GTC shall limit or exclude All4L's liability for; (a) death or personal injury resulting from its negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach

of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) to the extent that such liability cannot be excluded or limited by law.

- 8.3. Without prejudice to clause 8.2, All4L shall not under any circumstances whatever be liable to Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any; (a) loss of profit; or (b) loss of goodwill; or (c) loss of business; or (d) loss of business opportunity; or (e) loss of anticipated saving; or (f) special, indirect or consequential damage, that arises under or in connection with these GTC.
- 8.4. Without prejudice to clauses 8.1 and 8.2 above, All4L's total liability to the Customer, arising under or in connection with these GTC, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the sum paid by the Customer in respect of the relevant Goods in the twelve (12) months period preceding the date on which the claim arose. .

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.

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

- 10.1. The parties shall remain the owners of all 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. No Rights to any Intellectual Property shall be granted or transfer to the other party, unless otherwise agreed and as 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 a non-exclusive, royalty free, licence to use Customer's Intellectual Property as necessary for the duration of the contract.
- 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 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 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 purposes of the contract.
- 11.2. Clause 11.1 shall not apply to Confidential 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, 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 and upon termination of the contract, 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. Termination

- 13.1. Without limiting its other rights or remedies, All4L may terminate these GTC with immediate effect by giving written notice to the Customer if:
 - 13.1.1. the Customer commits a material breach of any term of the GTC and (if such a breach is remediable) fails to remedy that breach within seven (7) days of being notified in writing to do so;
 - 13.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.4. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2. Without limiting its other rights or remedies, All4L may suspend provision of the Goods under any contract if the Customer becomes subject to any of the events listed in clause

- 13.1.2 to clause 13.1.4, or All4L reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due for an order on the due date for payment.
- 13.3. On termination of the contract for any reason the Customer shall immediately pay to All4L all of All4L's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, All4L shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.4. Termination or expiry of the contract or these GTC, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
- 13.5. Any provision of the contract and/or these GTC that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

14. Applicable law, place of jurisdiction and miscellaneous

- 14.1. These GTC shall be governed by and construed in accordance with the laws of England and Wales and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 14.2. The parties hereby submit to the exclusive jurisdiction of the English courts.
- 14.3. Unless it expressly states otherwise, these GTC do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the GTC. The rights of the parties to rescind or vary these GTC are not subject to the consent of any other person.
- 14.4. If any provision or part-provision of these GTC is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the GTC. If any provision of the GTC is deemed deleted under this clause 14.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.5. These GTC constitute the entire agreement between the parties. Each party acknowledges that in entering into the contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these GTC. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the contract.
- 14.6. No variation of these GTC shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.7. Assignment
- 14.7.1. All4L may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the GTC.
- 14.7.2. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the GTC without the prior written consent of All4L.