

DS SMITH PACKAGING LIMITED - STANDARD SALE CONDITIONS

1. INTRODUCTION

- a) "DS SMITH" or "our" 'Supplier' represents the company DS Smith Packaging Ghimbav SRL, and the "Beneficiary" represents any natural or legal person to whom DS SMITH will supply the assets or services ordered. Hereinafter together, the Supplier and Beneficiary will be named 'Parties'.
- b) We are a Romanian company, registered in Romania with the Trade Register under the no. J08/2035/1991, having VAT No. RO1132506, with headquarters in Ghimbav, Str. Fagarasului nr.46, Brasov County.
- c) These General Conditions (hereinafter the "Conditions" or "Agreement") are valid and apply to all the trade relations between DS SMITH and Beneficiaries, cancelling any previous written or spoken agreements between the Parties, except for the contracts. The contents of the Conditions specify the rights and obligations of the Parties applicable to all the trade relations. Any amendment to the Conditions may be made only in writing, with the previous approval of DS SMITH. By signing the firm orders (or any documents referring to the "Terms and Conditions") issued by the Beneficiary it is understood that this was informed and accepted the Conditions without objections.
- d) Both parties agree and understand that the term "Agreement" will also refer to all orders, contracts or any such documents that the parties will sign in order to enter the collaboration.
- e) Any other conditions imposed by the Beneficiary or possible policies are not mandatory for DS SMITH if they deviate from or are against, totally or partially, to these Conditions.
- f) The rights and obligations of the parties, as stated by the Conditions, cannot be transferred to third parties, except with the written approval of the DS SMITH representatives.
- g) If the parties do not express a contrary position, the Conditions are valid and will apply to the present and future collaborations, even if possible future orders do not make express reference to this aspect.
- h) The trade offers of DS SMITH do not create obligations for any of the parties.
- i) Each party agrees that it shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions or any other Contract between the parties. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Conditions.

2. CANCELLATION AND VARIATION

- a) Before the first order, the Beneficiary will supply to DS SMITH complete technical specifications and/or samples which will define the technical characteristics of the products for which a firm order will be issued by the Beneficiary. DS SMITH will use these technical specifications, previously validated in writing by the Beneficiary in order to manufacture and deliver the products ordered.
- b) DS SMITH will manufacture and deliver products exclusively on the basis of the order issued in writing by the Beneficiary and sent to DS SMITH by e-mail or previously agreed information systems. Each order will contain obligatorily the following data: type and name of the product, dimensions, quantity ordered, price per piece, delivery term and place.
- c) Any order produces effects and sets the rights and obligations for both parties, only if it is confirmed in writing by DS SMITH, observing a term of maximum 24 hours (except for non-working days) from its issuance by the Beneficiary. If DS SMITH has objections regarding the elements contained in the order, this will be considered accepted only at the moment when the parties reach a written agreement regarding all the conditions contained in the order. In case of immediate deliveries, without confirmation from the DS SMITH representatives, the invoice issued represents the confirmation of the order.
- d) DS SMITH undertakes to manufacture and exclusively deliver the products stipulated in the order confirmed, in the quantities stipulated in the order, taking into account the tolerance present in the offer agreed and observing the qualitative conditions stipulated by it.
- e) You may cancel, postpone or amend your order, in writing, within maximum 48 hours from the confirmation date to DS SMITH, the order being considered cancelled only after the written confirmation from DS SMITH. On the contrary, the Supplier is entitled to an equal compensation of the value of the products manufactured, value to which are added possible costs incurred with the storage and destruction of the products manufactured according to the order cancelled by the Beneficiary.
- f) Also, if you do cancel your order, DS Smith demand you to pay a reasonable cancellation charge which takes into account all work we have done under your Order, all costs we have incurred and any

- g) costs we are committed to pay, and our loss of profit.
- g) If you ask DS Smith to vary your order and agree with DS Smith an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations, provided this has been agreed in writing by our authorised representative.
- h) We may vary the Price by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfil your order. We may also substitute suitable alternative materials without notice to you unless such substitution will result in a delay, in which case we will advise you of the estimated delay in fulfilling your order. If we are unable to fulfil your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.
- i) The Beneficiary understands and accepts a rate of non-compliant products of 0.5%, a rate specific to the industry resulted from the technological process. The qualitative deficiencies will be signalled by the Beneficiary in writing, within 10 working days as of the products reception, the exceeding of the mandatory term of 10 days being sanctioned with the failure to take into consideration any subsequent claims by DS SMITH.

3. PRICE

- a) Unless otherwise stated, you are to pay, in addition to the Price:
 - all applicable VAT (or equivalent), import or export duties and any and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory (either directly or indirectly) in respect of the sale, supply, delivery or use of the goods and/or services; and
 - the cost of packaging, carriage and insurance, ("Costs")
- b) The price agreed by the parties is established in Euro, excluding VAT and will be paid by the Beneficiary in RON, at the exchange rate communicated by the National Bank of Romania on the date of issuing the invoice.

4. PAYMENT

- a) The payment of the price will be made within 30 days as of the invoice issuing, through bank transfer, in the DS SMITH account, without set-off, deduction or counterclaim of any kind. If you have a claim against DS Smith, you must notify DS Smith of it promptly and make all reasonable efforts to resolve the dispute amicably.
- b) The invoices received and uncontested within 7 days as of the reception are considered expressly agreed by the Beneficiary.
- c) In case of failure to pay the outstanding invoices issued by DS SMITH, the Beneficiary owes delay penalties of 0.1%/day of delay computed at the value of the outstanding debt; the value of the penalties may be exceeding the value of the main debt.
- d) We are not obliged to supply any goods to you while any payment is overdue on this or any other agreement we or any other DS Smith Group Company (defined below) may have with you.
- e) If you have previously made a late payment to us, we may also at our discretion require you to pay any future amounts upfront, or may require security for any payment, before continuing with or delivering any order.
- f) We may set off any sums that have fallen due and payable by you to DS Smith or a DS Smith Group Company against any sums owed by DS Smith to you. "Group Company" means, in relation to a company, that company, subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

5. WARRANTY, DEFECTS AND INDEMNITY

- a) We warrant to you that the goods at the time of delivery will not infringe the intellectual property rights of a third party; provided that this warranty shall not apply to goods, specifications, designs, logos, prints, artwork, instructions or other intellectual property provided by you or on your behalf to DS Smith ("Your Materials").
- b) We warrant to you that the goods will be at the time of delivery and for 3 months thereafter (only if the parties acknowledge and agree this) free from any material defect due to faulty materials and workmanship, provided that:
 - you give DS Smith full details of any defect immediately it becomes apparent; and
 - the goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive stressing, improper installation, or the like.
- c) During this term the products will be repaired or replaced at the expense of the Supplier, except for the situations when DS SMITH proves that the malfunction was caused by the inadequate manner in which the Beneficiary has stored or used the asset. Under the sanction of revocation of the warranty right, the Beneficiary must

communicate the malfunction before the deadline of the warranty term, communicating to the Supplier, in writing, all the details necessary for the identification and remedy of the possible faults. DS SMITH will proceed to inspecting the assets claimed as faults and will decide, according to the circumstances, if they must be repaired or replaced. **If it is found that the respective faults are caused by any handling, storage or other similar activities performed by the Beneficiary and the Supplier has performed inspections, has registered expenses for sorting, laboratory analysis or other similar activities, all these expenses will be incurred completely by the Beneficiary.**

- d) Any samples, illustrations or descriptive material shall be treated as approximate and for guidance only. We shall not be liable for their accuracy.
- e) You undertake to indemnify and hold DS Smith harmless on demand from and against any and all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against DS Smith:
 - arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
 - resulting from our acting reasonably in accordance with your instructions (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).
- f) If different certifications/tests/analysis is requested regarding the components/performance of the products delivered, their equal value will be fully incurred by the Beneficiary.

6. DELIVERY OR COLLECTION

- a) The Beneficiary expressly undertakes the obligation to receive the products manufactured by DS SMITH according to the order of the Beneficiary, regardless of its specific needs at the moment of delivering the products. **DS SMITH will not be liable under any form and will not undertake any loss of income, goodwill, economies stipulated, data or any direct or indirect loss incurred by the Beneficiary.**
- b) The delivery terms are established by a normal manufacturing and transport process. The justified partial deliveries cannot be rejected by the Beneficiary. We shall use our reasonable endeavours to deliver the goods as stated agreed by the parties, but this is only an estimate of the delivery or collection date and we shall not be liable for any loss or damage arising as a result of failure to deliver the goods by that time. You can only refuse to accept delivery after that time if:
 - after the date of our Acknowledgement you have sent DS Smith a written notice specifying a deadline date; and
 - we have specifically accepted that deadline date in writing.
- c) The delivery of the products ordered is performed by DS SMITH. If the products are not received by the Beneficiary, according to the order, the costs relating to the transport back to the DS SMITH warehouse and also the costs relating to the storage of the products will be incurred by the Beneficiary. The situations when the return is caused by qualitative problems are an exception
- d) Where we are delivering goods to you, you are responsible for unloading them.
- e) Where you are collecting the goods from us, you are responsible for loading and unloading them.
- f) Where you fail to take delivery or collect goods in accordance with the Agreement, you must pay on demand our storage and additional carriage costs as well as any reasonable administration charge or other claim we may have. If you do not take delivery or collect the goods within a reasonable period (not to exceed 30 days) from the original date, then we will be entitled to cancel the Agreement for your material breach.
- g) You have no right to reject the supply if it varies from the specification and that variation is not material to the use or functionality of the supply or is a variation in quantity which is within 10% of the quantity ordered ("Range") (but we will adjust the Price to take account of the variation within the Range).
- h) Where the supply is ordered for delivery by instalments, each instalment shall constitute a separate contract and any failure to deliver any instalment in accordance with these Conditions ("Failure") shall not entitle you to treat the Agreement as repudiated. Where a Failure arises, you shall only be entitled to terminate that instalment provided that DS Smith has had a reasonable opportunity to remedy the failure.

7. PACKAGING

- a) We decide the appropriate method of packaging.
- b) The standard method of packaging is: returnable pallet or CHEP pallet. If one of the two standard versions is not desired/ convenient, non-returnable disposable pallets will be used. If the Beneficiary chooses the standard versions but does not accept the return

process or chooses disposable pallets, he will incur the environment charge which will be invoiced separately in case of returnable pallet, will be contained in the price of the product for disposable pallets, respectively

- c) Pallets, carboys and any other packaging identified in the acknowledgement as belonging to DS Smith remain our property and must be returned to DS Smith within one month of delivery. If not we will invoice you for their replacement cost.
- d) For packaging delivered and used in Romania, their printing with the PAP20 symbol is mandatory. The equal value for printing the products and the responsibility of notification of DS SMITH regarding the necessity of printing the products with this symbol fall under the exclusive duty of the Beneficiary.

8. CUSTOMER APPROVALS

- a) Where you supply us with artwork, prints, designs, logos, instructions or other information to be printed on the goods, you shall be solely responsible for their accuracy. Also, the Beneficiary is the sole responsible for the use and copyrights of these, respectively.
- b) Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval. The cost of the possible omissions will be fully incurred by the Beneficiary.
- c) All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.
- d) The cost of the plates/ clichés/moulds or other accessories/services used in the manufacturing process is fully incurred by the Beneficiary. These are ordered on the basis of the written order received from the Beneficiary, their equal value being invoiced by DS SMITH within maximum 30 days as of the reception of the order from the Beneficiary.
- e) **In case of articles not ordered for 3 months by the Beneficiary, the plates / clichés/moulds and other accessories used for the manufacturing of these assets will be sent to the Beneficiary.**

9. PASSING OF RISK AND TITLE

- a) The confirmation and conclusion of the delivery of the products ordered is made at their reception and signing the reception, without objections, by a representative of the Beneficiary on the documents accompanying the merchandise.
- b) The property of the products sold is transferred to the Beneficiary at the moment of delivering the merchandise by DS SMITH and its reception by the Beneficiary. Nevertheless, the property over the merchandise and the risk of loss/damage to the products is transferred to the Beneficiary even if this refuses to receive the products, although being notified by DS SMITH to this purpose, thus being placed in default regarding the obligation to receive the products ordered.
- c) We may require you to deliver the goods to DS Smith in the event that you fail to pay the Price and other payments when due or we reasonably believe that you will not be able to pay the price and other payments when due. If you fail to do so, we may enter your premises or any third party premises where the goods are stored at any time to repossess the goods (and for these purposes you grant DS Smith, its agents and employees an irrevocable licence to enter any premises where the goods are located).
- d) You shall not be entitled to pledge or charge by way of security any of the goods which remain our property, but if you do so or purport to do so, all money owing by you to DS Smith shall become immediately due and payable and we shall the right to recover our goods in accordance with this clause.

10. TERMINATION

- a) The collaboration between the parties ceases on the date of fulfilling the order, if the parties have not mutually agreed to its extension or in the situations stipulated in this Conditions.
- b) Either of us may terminate the Agreement immediately on written notice if the other is in material breach of an obligation and cannot put it right or does not put it right within 30 days of receiving notice to do so.
- c) We may terminate the Agreement immediately on notice if we reasonably believe that you will not be able to pay the Price or other payments when due and in that event we have no further liabilities under the Agreement.
- d) On termination of the Agreement for any reason, you shall immediately pay to DS Smith all indebtedness.
- e) Subject to clause 10(b), termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

11. LIABILITIES

- a) Nothing in these Conditions shall exclude or restrict our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- b) Subject to clause 5(a) and 11(a), we shall have no liability whatsoever (directly or indirectly) whether in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement for any: (i) loss of profit, business, revenue, opportunity, contracts or goodwill; (ii) anticipated savings, wasted expenditure, corruption or destruction of computer data; or (iii) for any indirect or consequential loss.
- c) Subject to clause 11(a) and 11(b) where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events is limited to **10%**.
- d) Subject to clauses 5(a), 11(a), 11(b) and 11(c), in respect of any claim in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement our liability shall in all circumstances be limited, , to 10 % of the Price paid for the supply giving rise to the claim.
- e) You acknowledge that the above provisions of this clause 11 are reasonable and accept them hereby.
- f) Neither of us is liable for any failure to fulfil their respective obligations to the other where such failure is due to circumstances beyond their reasonable control, provided that this clause 11(f) shall not apply to any obligation to make payments due to DS Smith under the Agreement.
- g) Force majeure, as the Civil Code defines it, exonerates the parties from the liability of complying with the obligations undertaken, on the condition of notifying in writing the other party regarding the occurrence of the force majeure case within 5 days as of the occurrence of the case. If, within 30 days as of the occurrence, the event does not cease, the parties are entitled to notify in writing the rightful termination of the trade relation, without any of the party claiming damages

12. COMPLIANCE

- a) In addition to your obligations to comply with applicable laws and regulations, you shall and shall procure that your officers and employees shall:
- comply with all anti-corruption laws, with but not limited to with the Bribery Act 2010, applicable to you or DS Smith ("Anti-corruption Laws");
 - not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and you and/or to obtain any benefit for DS Smith which would violate any Anti-corruption Laws;
 - comply with the Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force applicable to you or DS Smith;
 - ensure that neither you nor any of your senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
 - not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute a Romanian tax evasion facilitation offence or a foreign tax evasion facilitation offence as those terms are defined by national and international laws; and
 - not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion under the Romanian Criminal Law or any other legal and regulatory anti-facilitation of tax evasion obligations.
- b) If you become aware of any breach or suspected breach of this clause 12, you shall promptly notify DS Smith and we may immediately suspend operation of the Agreement by giving written notice to you, pending an investigation into the breach or suspected breach. You shall assist DS Smith in any such investigation, including by providing DS Smith with access to your personnel, documents and systems.
- c) In addition to our rights in clause 10, if, in our reasonable opinion, you have breached this clause 12, we may, in our sole discretion, on

written notice, immediately: (i) terminate any or all agreements between DS Smith and you; and (ii) suspend operation of the Agreement by giving written notice to you.

- d) For the purposes of clause 12(a), the question of whether a person is associated with another person shall be determined in accordance with applicable national and international laws.
- e) Each party to the Agreement acknowledges that they act as independent controllers of any personal data processed in the course of this Agreement and shall comply with their respective obligations under the Data Protection Legislation. You agree not to provide or otherwise make available personal data to DS Smith, other than business contact information (for example, business, telephone number, job title and email address). In the event that any personal data is processed by a party in the capacity of a processor in relation to this Agreement, the parties shall enter into a separate written agreement regulating such process in accordance with Article 28 of the GDPR. For the purpose of this clause, "Data Protection Legislation" shall mean the EU General Data Protection Regulation 2016/679 ("GDPR") and the Romanian law on this matter and the terms "controller", "personal data" "processed" and "processor" shall have the same meaning as they are given in the Data Protection Legislation.

13. GENERAL

- a) If any licence or consent of any government or other authority shall be required for the acquisition, carriage, storage or use of the goods by you, you shall obtain the same at your own expense and if requested by DS Smith, produce evidence of the same to DS Smith.
- b) No benefits are to be conferred on any third party by the Agreement and a person who is not a party to the Agreement shall not have the right to enforce any of its terms other than DS Smith Group Companies.
- c) DS SMITH has the capacity of Supplier and undertakes the products manufacturing and delivery obligation, having the possibility of fulfilling these obligations by means of agents or subcontractors, without the previous approval of the Beneficiary.
- d) Any notification addressed to one of parties is validly fulfilled if it is made in writing and it is sent by mail through a registered letter with acknowledgement of receipt to the addresses indicated by the parties, or by fax or e-mail, each of these possibilities of sending being valid and accepted by the parties.
- e) Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another. In our sole discretion, we may terminate the Agreement by not less than seven (7) days written notice to you in the event that we consider that such deletion will have a materially adverse effect on DS Smith's rights under the Agreement.
- f) No waiver by DS Smith of any breach of the Agreement by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- g) All copyright, patent, trade mark, trade secret, design rights, domain names and other proprietary and intellectual property rights whether registered or unregistered in the products, containers and equipment and information and know-how which we may provide in relation to the goods ("intellectual property rights") shall (as between you and us) remain vested in us and you shall not acquire any title in such intellectual property rights. You may not copy or imitate the intellectual property rights in the goods, or do or omit to do, or permit any third party to do or omit to do, anything which may damage such intellectual property rights. Any goodwill arising from the use of such intellectual property rights shall accrue to us. Where necessary, you are to assign or procure the assignment of all such rights to DS Smith and, if relevant, shall waive or shall procure the waiver of any moral rights pertaining thereto.
- h) We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors, without your previous approval.
- i) You must not novate, assign or otherwise transfer any or all of your rights, interests or obligations under the Agreement without our prior written consent (which will not be unreasonably withheld).
- j) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.
- k) Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other party.
- l) Any reference in the Agreement to communications being written or

in writing includes electronic forms of communication such as e-mail. If we communicate with you electronically, it will be effective from when it leaves our mailbox. Any electronic communication from you to DS Smith will be effective when it arrives in our mailbox.

- m) The Conditions and their object are confidential and may not be revealed to third parties, except with the approval of DS SMITH.
- n) For a safe handling of the products, we recommend the use of protective gloves. The responsibility of handling the products delivered by DS SMITH in safe conditions belongs exclusively to the Beneficiary.
- o) The products ordered and not delivered within 15 days shall be fully invoiced and delivered after this term. The Beneficiary undertakes their equal value, the costs of storage/delivery of the products respectively.
- p) At the premises of DS SMITH, the Beneficiary and/or its subcontractors must strictly observe the local rules of safety, security and fire protection imposed by DS SMITH.
- q) Any damages caused to DS SMITH company by the Beneficiary and/or its subcontractors will be charged to the Beneficiary.

14. GOVERNING LAW AND JURISDICTION

- a) The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of Romania.
- b) Any disputes between the parties will be settled amicably, being settled by the jurisdictional Romanian courts at the headquarters of the DS SMITH company if the amicable settlement will not be possible.
- c) Nothing in this paragraph 14 shall (or shall be construed so as to) limit the right of DS Smith to take Proceedings against you in the courts of any country in which you have assets or in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- d) These Conditions may be used in court for proving the collaboration between the parties.