

1. INTRODUCTION

- a) Definitions:
- "DS Smith"**, **"we"**, **"us"** or **"our"** are Nova DS Smith Embalagem, S.A., tax payer number 503 060 747 and registered office at Rua do Monte Grande, n.º 3, 4485-255 Guilhabreu; DS Smith Packaging Portugal, S.A., tax payer number 502863200, and registered office at Rua Mestra Cecília do Simão, n.º 378, 3885-593 Gondesende, Esmoriz; DS Smith Displays P&Y, S.A., tax payer number 507127560, and registered office at Parque Industrial de Sampaio, Oliveirinha, 3430-414 Carregal do Sal;
- "you"** or **"your"** are anyone to whom we are supplying Goods (**"supply"**);
- DS Smith and you are together the **"parties"**, and each a **"party"**;
- "business day"** means a day (other than a Saturday, Sunday or bank holiday) on which banks are ordinarily open for business in England;
- "Goods"** means the goods to be supplied by us to you under an Agreement;
- "Intellectual Property Rights"** means copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- "Order"** means your written acceptance of a quotation we have issued to you in respect of the purchase of Goods, or your written request (in such format as we may agree from time to time) to purchase Goods; and
- "Your Materials"** means any goods, specifications, designs, logos, trade marks, prints, artwork, instructions or other information provided by you or on your behalf to DS Smith.
- b) Each Order shall constitute an offer by you to purchase the specified Goods upon these standard sale conditions (the **"Conditions"**). You will be responsible for ensuring that each Order is complete and accurate. Each Order shall set out:
- a specification of the Goods (if not, our standard specification will apply);
 - the price agreed (the **"Price"**); and
 - the delivery or collection details.
- No Order made by you shall be accepted by DS Smith other than by our written acknowledgement of our agreement to make that supply (the **"Acknowledgement"**), at which point a contract for the supply on these Conditions will be established. We may accept or reject Orders in our discretion. The Order incorporates these Conditions (as may be specifically amended in the Order).
- c) The Order, the Acknowledgement and these Conditions (together the **"Agreement"**) constitute the whole of our agreement for the supply of Goods as specified in the relevant Order, and supersede any previous agreement we may have had with you, relating to its subject matter. Any subsequent Order and subsequent Acknowledgement, together with the Conditions (or our standard sale conditions at that time), shall constitute a separate contract for the supply of Goods specified in the relevant Order. These Conditions shall apply to and govern the Agreement to the exclusion of all other terms and conditions which may be contained in or referred to in any quotation, catalogue, price list, order, acknowledgement or any other document (including, without limitation, any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation) or which are implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing.
- d) If there is any inconsistency between the parts of the Agreement, then the Acknowledgement shall prevail over the Conditions, which shall prevail over the Order, which shall prevail over any other document. Save as provided under clause 2 or otherwise as agreed in writing and signed by the authorised representatives of the parties, no variation to the Agreement is valid.
- e) Each party agrees that it has not relied upon, and 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

2. CANCELLATION AND VARIATION

- a) You may cancel your Order (in whole or in part) at any time prior to delivery of the Goods. If you cancel more than 48 hours prior to delivery, you are to pay DS Smith on demand a reasonable cancellation charge which takes into account all work we have done

under the Agreement, all costs we have incurred and any costs we are committed to pay, and our loss of profit in respect of the cancelled Order (or part thereof). If you cancel your Order (in whole or in part) 48 hours or less prior to delivery, the cancellation charge payable to DS Smith on demand will be equal to 100% of the Price and Costs of the cancelled Goods.

- b) 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, and the Order shall be deemed as so varied, and any remedies available to you under the Agreement shall be subject to the agreed variations.
- c) You acknowledge and agree that: (i) we may vary the prices of the goods made available for purchase by you from time to time to take account of increases in the cost of materials or other costs we incur to make a supply; (ii) the Price of the Goods agreed by the parties under the Agreement may vary from the prices set out in our price list or from previous prices we have offered you or otherwise agreed with you under other agreements; and (iii) the prices that we offer you at the time of your request to vary an Order pursuant to clause 2(b) may differ from the Price of the Goods agreed at the time of the Order.
- d) 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 or liability to you.
- e) Any sketch, proof, original, tool or print plate, and other similar accessories (hereinafter in design designated "s") shall be the property of DS Smith until full payment is made. The price of the "Tools" is independent of the price of the Products. The "Tools" will remain on deposit at DS Smith until they are fully paid and until deliver is requested in writing by you. Said deposit will be free of charge for a period of one (1) year from the delivery of the last order to you. After one year, if you have not requested in writing delivery of the "Tools", DS Smith may proceed with their destruction within one (1) month from the date of sending you the notice of notification with notice reception, informing you that they are at your disposal.

3. PRICE AND TAX

- a) Unless otherwise stated, you are to pay, in addition to the Price:
- all applicable VAT/GST (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) All the Prices for the supply of Goods and any associated services are quoted without VAT/GST.
- c) Any VAT/GST due on the supply of Goods or services to you shall be computed on the Price and, depending on the related payment liability rules applicable in each relevant jurisdiction, either be invoiced by DS Smith to you in addition to the Price, or be self-assessed by you per the reverse charge mechanism.
- d) DS Smith shall issue invoices complying with applicable legislation on contents of invoices, to ensure that you will be able to deduct/recover the VAT/GST charged on the invoice by DS Smith. If any such compulsory contents are missing, DS Smith shall issue corrective invoices within one month following your written request.
- e) In the event that VAT/GST is charged in error, a valid VAT/GST credit note or amending invoice shall be issued, and the VAT/GST amount will be adjusted accordingly. If VAT/GST was not charged but subsequently it is found that it should have been charged or VAT/GST is assessed by the relevant tax authority as being due on the Price, the VAT/GST due upon that Price will be paid upon presentation of a valid VAT/GST invoice.
- f) If you are arranging or responsible for the transport of Goods cross-border then, prior to dispatch of the Goods, you shall provide DS Smith with satisfactory evidence of transport in order to support the exemption from VAT/GST of the sale by DS Smith (if applicable).
- g) If a deduction or withholding for or on account of tax is required by law to be made by you, the amount of payment due from you to DS Smith shall be equal to the payment which would have been due if no such tax deduction or withholding had been required.

4. PAYMENT

- a) We will invoice you for the Price and the Costs once the Goods have been dispatched, unless we have entered into a self-billing agreement with you in which case you will issue the invoice. You are to pay the invoice within 30 days from the date of invoice and in the

manner set out in the invoice, unless otherwise agreed in writing, and 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) We are not obliged to supply any Goods to you while any payment is overdue on the Agreement or any other agreement we or any other DS Smith Group Company (defined below) may have with you.
- c) If you fail to make a payment to us when due, then, without limiting our remedies under clause 10, you shall pay interest on the overdue sum from the due date until the date of payment (whether before or after judgment). Interest under this clause 4(c) will accrue each day at 4% a year above the European Central Bank base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- d) 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.
- e) 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, any 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 within the UK or (if applicable) Ireland; provided that this warranty shall not apply to the extent that the Goods (or any part of them) contain, derive from or otherwise embody any Intellectual Property Rights subsisting in Your Materials ("**Your Materials IPR**").
- b) We warrant to you that the Goods will at the time of delivery or collection (as applicable) and for 3 months thereafter: (i) be free from any material defect due to faulty materials, design and workmanship; and (ii) conform in all material respects with the applicable specification. This warranty is subject to the limitations in clauses 5(c) to (e), but in any event you shall notify us of any actual or suspected defect as soon as practicable.
- c) All implied warranties or conditions are excluded to the fullest extent permitted by law. Any samples, illustrations or descriptive material shall be treated as approximate and for guidance only. We shall not be liable for their accuracy.
- d) You shall sign the delivery note and/or any export documentation and examine the Goods as soon as practicable, and in any event within 5 business days following delivery or collection (as applicable). In the case of water damage, this must be endorsed on the delivery note at the time of delivery. If: (i) any defects are notified on the delivery note; (ii) you endorse on the delivery note that the Goods are unexamined and within 5 business days of delivery notify DS Smith in writing of any defects, except for water damage; or (iii) in the case of a defect not apparent on normal visual inspection, you notify DS Smith in writing of such defect as soon as practicable and no later than 5 business days after it becomes apparent, we shall, after inspecting the Goods, at our discretion repair or replace any defective Goods, or take them back and refund the relevant portion of the Price and applicable VAT/GST (or equivalent) paid by you attributable to the returned Goods. Once we have done so, we shall have no further liability to you for the rejected goods' failure to comply with clause 5(b). If you do not notify DS Smith within the above time periods, you shall be deemed to have accepted the Goods.
- e) We shall not be liable for the Goods' failure to comply with the warranty in clause 5(b) if: (i) you make any further use of such Goods after giving notice under clause 5(d); (ii) the defect arises because the Goods have, in our reasonable opinion, suffered excess wear and tear by improper or careless use or storage or working conditions, excessive stressing, improper installation or failure to follow our instructions (if any) as to storage, use or maintenance; (iii) the defect arises because the Goods have been altered or repaired without our written consent; or (iv) the defect arises as a result of us following any of your instructions.
- f) 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 reasonable legal fees and expenses on a full indemnity basis) suffered or incurred by us in connection with any 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 the Agreement or 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
 - for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our acting in accordance with your instructions or our use of Your Materials IPR.

This clause 5(f) shall survive termination of the Agreement.

6. DELIVERY OR COLLECTION

- a) Unless agreed otherwise by the parties in writing, we shall use our reasonable endeavours to deliver the Goods as stated in the Order or Acknowledgement, or as agreed under clause 2(b), but this is only an estimate of the delivery or collection date, time is not of the essence and, to the maximum extent permitted by law, we shall not be liable for any loss or damage arising as a result of failure to deliver the Goods by that time, save as otherwise provided in these Conditions. 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.
- b) If we fail to deliver the Goods to you within a reasonable period following the agreed deadline date, then provided that we have first had a reasonable opportunity to offer you a reasonable alternative date for delivery (the acceptance of which shall be deemed as your agreement that we have no further liability to you for the non-delivery), either party may cancel the Order within 5 business days of our notice to you of our alternative delivery date.
- c) We shall not be liable for any delay in delivery of the Goods, or failure to deliver, that is caused by: (i) an event, circumstance or cause beyond our reasonable control; (ii) a shortage of raw materials; or (iii) your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 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 reasonable 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 and resell or otherwise dispose of the Goods.
- g) You have no right to reject the Goods if they vary from the specification and that variation is not material to the use or functionality of the Goods.
- h) You have no right to reject the Goods if the quantity of Goods delivered is up to and including 10% more or less than the quantity ordered ("**Range**") provided that we will make a pro-rata adjustment to the invoice for the Goods.
 - i) In the event that the quantity of Goods delivered is above the Range, you may: (i) reject and return to us the excess Goods above the Range; or (ii) accept the excess Goods above the Range, in which case we will have the right to make a pro-rata adjustment to the invoice for the Goods. We shall not have any further liability to you for the delivery of Goods above the Range.
 - j) In the event that the quantity of Goods delivered is less than the Range, you shall notify us in writing and we shall supply you with the shortfall within a reasonable period and we shall have no further liability in respect of such shortfall.
- k) Where the Goods are ordered for delivery by instalments, each instalment shall constitute a separate contract and any failure to deliver any instalment in accordance with these Conditions shall be subject to these Conditions and shall not entitle you to treat the Agreement as repudiated.

7. PACKAGING

- a) We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.
- b) 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 shall have the right to invoice you for their replacement cost and you shall pay such invoice within 30 days from the date of invoice unless otherwise agreed in writing.

8. CUSTOMER APPROVALS

- a) Where you supply us with Your Materials and Your Materials IPR to be printed on or incorporated into the Goods, you shall be solely responsible for their accuracy.
- 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.
- 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. You acknowledge and agree that the final Price agreed by the parties in the Acknowledgement may vary from the prices set out in our price list or previous prices we have given you if any deviations from our standard range of ink colours are required for the Goods.
- d) You hereby grant us a non-exclusive, fully paid up, royalty-free licence (together with the right to grant sub-licences to other DS Smith Group Companies and our or its subcontractors) to copy, use and modify Your Materials IPR to the extent necessary for us to fulfil

our obligations and provide you the Goods under the Agreement. You represent and warrant to us that the licence of Your Materials IPR granted hereunder does not infringe the Intellectual Property Rights of any third party.

9. PASSING OF RISK AND TITLE

- a) Risk for loss or damage to the Goods shall pass to you:
- if the Goods are being delivered to you, in accordance with Incoterms 2020: DAP; or
 - if the Goods are being collected by you, in accordance with Incoterms 2020: EXW.
- b) Title in the Goods does not pass to you until we have received payment of the Price and all additional payments due (whether under that Order, the Agreement or under any other agreement between us or between you and a DS Smith Group Company) in full. Until then you hold the Goods as our fiduciary agent, must clearly identify the Goods (and any new product into which they are incorporated) as our property, keep them separate from other goods held by you, and keep them in satisfactory condition, properly stored and insured against all risks for their full Price.
- 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 only you grant DS Smith, its agents and employees (and shall procure the grant of, as applicable) 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 have the right to recover our Goods in accordance with this clause.

10. TERMINATION

- a) 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 21 days of receiving notice to do so.
- b) We may terminate the Agreement immediately on notice if your financial position is such that 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. You shall provide us with such information in relation to your financial position as we may reasonably request from time to time.
- c) Without limiting our other rights or remedies, we may terminate the Agreement with immediate effect by written notice to you if you fail to pay any amount due under the Agreement on the due date for payment.
- d) On termination of the Agreement for any reason, you shall immediately pay to DS Smith all indebtedness to DS Smith with applicable interest calculated in accordance with clause 4.
- 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. Clauses which expressly or by implication survive termination of the Agreement shall remain in full force and effect including without limitation clause 5(f), this clause 10, clause 11 and clause 13.

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 11(a), we shall have no liability to you for any of the following types of loss: (i) loss of profit; (ii) loss of sales or business; (iii) loss of revenue; (iv) loss of opportunity; (v) loss of contracts; (vi) loss of or damage to goodwill and/or reputation; (vii) loss of anticipated savings or wasted expenditure; (ix) corruption or destruction of computer data; or (x) indirect or consequential loss.
- c) Subject to clauses 6, 11(a) and 11(b), and in addition to any liability to you under the specific remedies expressly set out in clause 5(d), our total aggregate liability to you shall, to the maximum extent permitted by law, not exceed 10% of the Price payable for the supply giving rise to the claim.
- d) You acknowledge that the above provisions of this clause 11 are reasonable and reflected in the Price which would be higher without those provisions and you shall accept such risk and/or insure accordingly.
- e) Neither party is liable for any failure to fulfil its respective obligations to the other where such failure is due to an event, circumstance or cause beyond its reasonable control, provided that this clause 11(e) shall not apply to any obligation to make payments due to DS Smith under the Agreement.
- f) In this clause 11, references to liability include every kind of liability arising under or in connection with the Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

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 the Portuguese Law nr. 83/2017, of 18 of August with the changes of Decree-Law nr. 58/2010, of 31 of August and all anti-corruption laws in any jurisdiction 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 all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force in any jurisdiction 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 Portuguese tax evasion facilitation offence or a foreign tax evasion facilitation offence in accordance to the Portuguese Criminal Code; and
 - not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion under 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.
- 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 clause 2^o of the Portuguese Law nr. 83/2017, of 18 of August.
- 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 UK Data Protection Act 2018 (notwithstanding the UK's exit from the European Union), 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) Any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:
- if delivered personally, at the time of delivery; and
 - in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting,
- provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.
- d) 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 or amendment will have a materially adverse effect on DS Smith's rights under the Agreement.

- e) No failure or delay by DS Smith to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. A waiver by DS Smith of any right or remedy under this Agreement shall only be effective if given in writing and shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- f) Except for the Your Materials IPR contained therein, all Intellectual Property Rights in the Goods (including all documents and materials developed by DS Smith or its agents, contractors and employees as part of or in relation to the supply of the Goods in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programmes, data and specifications) as well as in any products, containers, packaging and equipment and information and know-how which we may provide in relation to the Goods ("**DS Smith IPR**") shall (as between you and us) remain vested in us and you shall not acquire any title in the DS Smith IPR. You may not copy or imitate the DS Smith IPR, or do or omit to do, or permit any third party to do or omit to do, anything which may damage the DS Smith IPR. Any goodwill arising from the use of the DS Smith IPR shall accrue to us. Where necessary, you are to assign or procure the assignment of all such Intellectual Property Rights to DS Smith and, if relevant, shall waive or shall procure the waiver of any moral rights pertaining thereto.
- g) We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.
- h) 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).
- i) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission, except to the extent that disclosure is required by law or any governmental or regulatory authority.
- j) 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.
- k) Any reference in the Agreement to communications being written or in writing includes electronic forms of communication such as e-mail. Electronic communications shall be deemed received when they arrive in the receiving party's mailbox.

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 Portugal.
- b) Subject to sub-paragraph c) below, DS Smith and you irrevocably agree and acknowledge that the courts of Portugal have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to the Agreement or its formation or validity ("**Proceedings**") and for the purpose of enforcement of any judgment against its property or assets.
- 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.