

## TERMS AND CONDITIONS OF SALE

### ARTICLE 1 - APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

1-1. STOROPACK, a simplified joint stock company with its registered office at 55 rue de la Noé Cottée, Saint-Sébastien-sur-Loire (44230), registered in the Nantes Trade and Companies Register under number 542 087 952, is specialized in the production of protective packaging and technical parts.

1-2. The fact of placing order implies the whole adhesion and without reserve of the purchaser to the present general conditions of sale (GTC), with the exclusion of all other documents such as prospectus, catalogs or brochures emitted by STOROPACK, which would not know how to have another value only indicative.

1-3. No particular condition can, except formal and written acceptance of STOROPACK, prevail on the present general conditions of sale.

1-4. The fact for STOROPACK to omit to prevail itself of the present general conditions of sale cannot in no way be interpreted like being worth renunciation to prevail itself of it later.

1-5. The present general terms and conditions constitute the sole basis for commercial negotiation and are sent or delivered to the purchaser, depending on the products concerned by the purchase:

- annually or when an order is placed if the GTC are modified during the year;
- on each order confirmation or, in the absence of confirmation, on each new order placed.

They are written in French in their original version, which alone is authentic and prevails over any other version. STOROPACK reserves the right to modify these terms and conditions at any time, in whole or in part. The applicable conditions are those in force at the date of the order placed by the purchaser.

### ARTICLE 2 - OFFER AND ORDER

2-1. All sales are subject to STOROPACK sending a price offer to the buyer.

It is specified that this price offer is valid for thirty (30) days from the date of issue. After this period, price quotations may change, in particular in line with changes in the costs of the various components and products delivered, as specified on a case-by-case basis.

On the basis of this offer, the buyer sends STOROPACK an order indicating: the quantity, the desired product references and the place of delivery. The buyer must ensure that this information is accurate and complete. Any consequence of incomplete, missing or erroneous information attributable to the purchaser will be the responsibility of the latter, who will not be able to seek STOROPACK's responsibility. Any modification of the data provided by the purchaser will be able moreover to give place to a modification by STOROPACK, unless this last is constrained to cancel the order taking into account the new conditions of this one.

Orders are firm and final only when they have been acknowledged by STOROPACK, which is bound only by the terms of this acknowledgement.

Any modification of order, additional or complementary arrangement, will be able to engage the STOROPACK Company only if this modification or this arrangement were the subject of a written agreement of its share. Any request for cancellation of order, or any request for postponement of delivery equal or higher than 2 months, will have to be notified by registered mail to the Commercial Direction of the STOROPACK Company. In order to be recognized, this cancellation request must be the subject of a firm written agreement from STOROPACK. Depending on the progress of the order, the quantities available at the time of the cancellation request will be systematically dispatched to STOROPACK's customers, who will be required to take delivery. Furthermore, in the event of cancellation, STOROPACK reserves the right to claim compensation corresponding to the amount initially set for the order, or compensation for costs actually incurred (including financial costs, storage, etc.), plus a flat-rate debit of 5% of the initial order. In the event of residual products or goods entrusted to us (packaging, accessories, raw materials, etc.) not being claimed within 6 months of the last production run, they will be returned carriage forward or destroyed after prior notice to the customer, without the latter being entitled to claim any compensation whatsoever. Destruction is at the customer's expense. If order confirmations specify deliveries staggered over time, or as and when requested by the customer, the final delivery date must not exceed 12 months from the date of the order confirmation; after this period, items manufactured for the execution of the order and not yet delivered will be invoiced, as well as any storage costs incurred by the delay in delivery attributable to the purchaser. In addition, the balance of the order not manufactured may be cancelled. Any postponement made at the express request of a customer and accepted by STOROPACK will result in the collection of storage charges and interest for late delivery resulting from the postponement. Any change in transport rates affecting the value of products, and taxes, duties and fees, implemented since the date of acceptance of the order, will be borne by the customer from the day of its implementation. In the event of deterioration of the purchaser's solvency, as well as in the event of sale, assignment or pledging of all or part of its business, STOROPACK may choose to cancel the order, or request payment in advance, or demand additional guarantees.

2-2. The benefit of the order is personal to the buyer and cannot be transferred without the agreement of STOROPACK.

### ARTICLE 3 - DELIVERY - TRANSFER OF RISK

3-1. The Incoterm applicable to the order is that shown on the acknowledgement of receipt sent by STOROPACK to the purchaser. In the absence of an order confirmation, the Incoterm applicable is DDP.

3-2. In the event of missing, damaged or damaged goods, it is the purchaser's responsibility to make the necessary reservations with the carrier within eight (8) days of the delivery date. For deliveries in France and abroad, all disputes concerning the quantity or quality of goods must be notified in writing to STOROPACK within three (3) days of receipt of the products by the customer.

3-3. The Company STOROPACK reserves the right to deliver quantities higher or lower than those actually ordered, according to its constraints of manufacture and packing, provided that those do not exceed ten percent (10%) of the total quantity present on the confirmation of order.

3-4 Subject to what is specified above, delivery times appear on the order acknowledgement sent by the STOROPACK company. They are given only as an indication according to the availabilities and the possibilities of manufacture of the moment. Any delays shall not give rise to damages, withholding or cancellation of orders in progress.

### ARTICLE 4 - FORCE MAJEURE

In accordance with article 1218 of the French Civil Code, the occurrence of any event outside the control of the parties, i.e. any event beyond the control of the debtor of the obligation, which could not reasonably have been foreseen at the time of the conclusion of the agreement between the parties and the effects of which cannot be avoided by appropriate measures, and which prevents the performance of its obligation by the debtor, will be considered as force majeure.

In addition to the elements usually considered by French jurisprudence as constituting force majeure, the parties agree to consider as such the following events insofar as they are likely to hinder the performance of their obligations: the occurrence of epidemics or pandemics, tornadoes, floods, hurricanes, earthquakes, volcanic eruptions, fire, flooding, any meteorological disturbance, strikes, war, administrative measures leading to the closure of the company, shortages of materials necessary for the production of products, the closure of borders preventing any delivery outside French territory, the disorganization of the STOROPACK company due to a lack of personnel or any external event which would be likely to delay, to prevent or to make economically exorbitant the execution of the commitments of one or the other of the parts.

### ARTICLE 5 - PRICES

5-1. Product prices are determined according to the nature and characteristics of the products. Prices are communicated to the purchaser on request. Products are supplied at the prices in force on the date of delivery, subject to the possible application of article 17 of the present conditions.

5-2. Prices are understood to be : Parts and, or packed material, exclusive of tax, including shipping costs, on the basis of the rates communicated to the purchaser.

5-3. The purchaser is responsible for insurance costs relating to transport.

### ARTICLE 6 - PAYMENT

For products delivered on French territory, invoices issued by STOROPACK are payable by bank transfer or direct debit within thirty (30) days of the invoice date, unless otherwise agreed in advance in writing by the parties and subject to the customer having credit insurance considered sufficient by STOROPACK.

No discount will be granted for early payment or cash payment, except with the prior written agreement of STOROPACK.

Any default in payment, whatever the cause, shall automatically entail, without prior notice and without prejudice to any damages:

- late payment interest, plus VAT if applicable, calculated from the day following the due date. The interest rate applied will be equal to three times the legal interest rate applied in France, from the day following the due date until the date of full payment;
- the forfeiture of all debts owed to STOROPACK by the customer, regardless of the contract in question;
- suspension of current order(s).

In the event of delay of payment of an invoice, the customer will be in addition automatically debtor, with respect to Company STOROPACK, of a fixed allowance for expenses of recovery of forty (40) Euros, without damage of an additional compensation if it is necessary.

If the customer's financial situation gives rise to justified concerns, STOROPACK may require guarantees or special payment terms such as cash or payment on order.

It is reminded that the payment of the export invoices is understood by documentary credit, irrevocable and confirmed, opened with the order in favour of the Company STOROPACK near the bank indicated by the Company STOROPACK, and negotiable with sight against documents of forwarding. STOROPACK reserves the right to require payment in advance.

In the case of bank transfers, the SWIFT procedure will be used.

## ARTICLE 7 - RETENTION OF TITLE CLAUSE

Products remain the property of the seller until full payment has been received. The purchaser must therefore ensure that the products are well preserved until the transfer of ownership to him. The risks being transferred to the purchaser as of the delivery of the products, it will have to insure the products with the profit of Company STOROPACK against all risks of damage and responsibility during the duration of the reserve of property. The purchaser is held to inform immediately the Company STOROPACK of the seizure or the confiscation of the Products to the profit of a third and to take all measures of defense to make assert the right of property of the Company STOROPACK. In the event of total or partial non-payment of the price on any due date, and this for some cause that it is, Company STOROPACK can require, of right and without formality (except the respect of the legal provisions relating to safeguard, the recovery and the legal liquidation), the restitution of the products to the expenses, risks and dangers of the purchaser, who obliges himself to make any diligence for this purpose, being agreed that the various products present on the places of storage of the purchaser will be all considered to come from unpaid deliveries.

## ARTICLE 8 - CONDITIONS OF EMPLOYMENT

8-1. STOROPACK can in no way be held responsible for the consequences :

- defective use of the goods sold,
- use for a purpose other than that for which they are ordinarily intended;
- the buyer's failure to store the goods;
- related to non-compliance with the technical and safety data sheets provided to the buyer by STOROPACK;
- abnormal use of the machine dedicated to the products.

8-2. In view of the multiplicity of uses and conditions of use, it is recommended that purchasers carry out tests before using the goods. Samples of items manufactured consistently are available on request.

## ARTICLE 9 - RETURNS - COMPLAINTS

9-1. Any complaint relating to the delivered goods will have to be addressed to STOROPACK in the eight days following the delivery date by registered letter, and this even in the event of partial delivery. For deliveries in France and for export, all disputes concerning the quantity or quality of goods must be notified in writing to STOROPACK within three (3) days of receipt of the products by the customer.

9-2. Any return of merchandise must be the subject of a formal agreement between the parties. Returns made without the prior agreement of STOROPACK may in no way delay the payment of invoices on the due date initially set. Costs incurred by returns not approved by STOROPACK will, in any event, be borne by the purchaser.

9-3. Returned goods must be accompanied by the original barcode label.

9-4. In the event of the return of goods due to an error on the part of the purchaser, the transport costs associated with the return will remain at the purchaser's expense.

## ARTICLE 10 - LIABILITY

STOROPACK cannot be held responsible if it has not participated in the design and development of the packaging, nor if it has not had complete control over the choice and quality of components, raw materials and accessories, in which case customers alone bear the consequences of material or design defects. When tests or research work are carried out jointly with the customer, their conclusions, whether or not formalized in specifications, are the responsibility of the customer. Customers assume full responsibility for the behaviour of their products with the packaging supplied by STOROPACK; in particular, customers are required to ensure that the characteristics of this packaging are compatible with its intended use.

The customer is required to notify STOROPACK of any products that are toxic, dangerous, unstable, perishable or present special risks during storage or handling. For these products, and unless STOROPACK has committed a fault in the handling, handling or storage of these products, the customer alone will be liable both to STOROPACK and to anyone else. The creation, on behalf of a customer, of tailor-made, exclusive and reserved models, engages the sole responsibility of this customer, in particular with regard to possible actions for counterfeiting or unfair competition.

## ARTICLE 11 - BUYER'S LIABILITY IN THE EVENT OF IMPORTATION

It is reminded that the buyer is entirely responsible for compliance with the regulations of the country into which he imports the goods. The buyer is thus responsible for ensuring compliance with the legal and regulatory provisions relating to the import, delivery, storage and use of goods delivered by STOROPACK in the recipient country.

## ARTICLE 12 - SPECIAL TOOLS AND EQUIPMENT

For the production, construction or purchase of special tools or equipment essential for the execution of a given order, the customer will be asked to make a financial contribution. This will be the subject of a separate invoice, payable once STOROPACK has sent the customer confirmation of the order. Tooling and equipment are the exclusive property of the customer. In the event that the customer's company goes into liquidation without taking over any assets, STOROPACK may, at its discretion, retain or destroy the specific tooling or equipment.

In the event of special contractual provisions relating to specific tools and equipment, these will take precedence over the stipulations of the present article.

## ARTICLE 13 - INVENTORIES

Stocks of accessories and specific finished products built up to meet customers' needs will be invoiced to them in full when their account is closed and/or when the products reach the end of their life, in the event of a breakdown in commercial relations.

## ARTICLE 14 - INTELLECTUAL PROPERTY

### 14-1 STOROPACK'S INTELLECTUAL PROPERTY RIGHTS

Any element of intellectual and industrial property of the STOROPACK Company, such as studies, plans, technical computer files, CAD DATAS, plates, prototypes, works, models, improvements, patents, know-how on the products as well as trademarks and other distinctive signs, brought to the knowledge of the customer at the time of the supply of the aforementioned products, remains the exclusive property of the STOROPACK Company.

These elements are confidential and may not be communicated to third parties for any reason whatsoever by the customer.

The customer does not acquire any right of some nature that it is on the elements of intellectual and industrial property of the STOROPACK Company.

In the case of custom-made products, studies and drawings are invoiced in addition to the sale of the products. Storopack is the owner of the rights attached to these studies and plans and may freely dispose of them, which the customer acknowledges and accepts.

### 14-2 CUSTOMER'S INTELLECTUAL PROPERTY

The customer guarantees that all information, indications, plans, drawings, computer files, CAD DATAS, and specifications transmitted to the STOROPACK supplier, do not infringe intellectual and industrial property rights or other rights held by third parties.

## ARTICLE 15 - PROTECTION OF PERSONAL DATA

Within the framework of the execution of the orders of the purchaser, Company STOROPACK is likely to collect personal data relating to the physical people contact within the company of the customer.

These data are recorded in a computerized file and are necessary for the execution of the order.

The STOROPACK Company undertakes to process such personal data in compliance with French and European regulations on the protection of personal data (hereinafter referred to as the "Personal Data Protection Regulations"), namely: Law no. 78-17 of January 6, 1978 relating to information technology, files and freedoms as amended by Law no. 2018-493 of June 20, 2018 relating to the protection of personal data (hereinafter referred to as the "Data Protection Law"), as well as EU Regulation 2016/679 of April 27, 2016 published in the Official Journal of the European Union on May 4, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data directly applicable since May 25, 2018 (hereinafter referred to as the "GDPR"). In accordance with the regulations on the protection of personal data, the customer is informed that all the information requested in the context of orders is necessary for their execution.

The legal basis for processing this data is the performance of a contract (article 6.1.b) of the European Data Protection Regulation). It is carried out exclusively within the European Union.

The STOROPACK Company undertakes to ensure the confidentiality of the data collected and to use these data only within the framework of the aforementioned purpose, to the exclusion of any other use.

Access to this data is restricted to authorized STOROPACK personnel.

The data collected by STOROPACK is kept for a period of five years after the end of the commercial relationship, and the data required for invoicing is kept for a period of ten years. During this period, in accordance with applicable regulations, each individual has the right to access, rectify, delete, limit, port and object to his or her personal data.

These rights may be exercised by contacting STOROPACK at the following address: 55 rue de la Noé Cottée, 44230 Saint Sébastien, France.

Finally, the customer has the right to lodge any complaint with the Commission Nationale de l'Informatique et des Libertés.

To find out more about how we manage our personal data: [www.storopack.fr/data-protection/](http://www.storopack.fr/data-protection/).

## ARTICLE 16 - EARLY TERMINATION

In the event of a breach by one of the parties of one or more of its contractual obligations, the other party may terminate the order at the end of a period of one (1) month following the sending of a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful.

## ARTICLE 17 - REVISION

If, during the execution of the order, the economic or political situation or the manufacturing or marketing conditions in force at the time the order was placed are manifestly modified, in particular as a result of a major increase in the price of the raw materials necessary for the production of the productsSee significantly affecting the market for the contractual products, and in general, if the economic circumstances on which the parties based their order change in such a way that its execution by one of the parties would have unfairly onerous consequences, the parties will work together to adapt the conditions of execution of the order to the new situation in an equitable manner.

In the absence of agreement within the fifteen (15) days as from the implementation of the present clause, the STOROPACK Company will be able to cancel the order.

## ARTICLE 18 - PROOF

The purchaser accepts the use of electronic mail for the transmission of information concerning the conclusion or execution of the order and, in general, for all exchanges within the framework of the present conditions. The data recorded by our Company at the time of the conclusion or execution of the order constitutes proof of all transactions concluded with the purchaser. The parties may rely on the paper printout of an electronic message to prove the content of the exchanges they have had concerning the execution of these general conditions.

## ARTICLE 19 - CONFIDENTIALITY

The STOROPACK Company is committed with respect to the purchaser to take all precautions to preserve the confidentiality of all information and all documents concerning this last, of some nature that they are and of which it could have knowledge under the execution of the order.

The purchaser reciprocally undertakes to respect the same obligation of confidentiality towards the STOROPACK company.

The provisions of this article shall survive for a period of ten (10) years from the end of the execution of the order.

## ARTICLE 20 - JURISDICTION CLAUSE

These terms and conditions are governed by French law.

In the event of dispute, the Commercial Court of the place of STOROPACK's head office will have sole jurisdiction, even in the event of multiple defendants or warranty claims.

As an exception to this provision, and for export customers only, all disputes relating to the execution or interpretation of orders shall fall within the exclusive jurisdiction of the International Chamber of Commerce (ICC) and shall be settled in accordance with the ICC's rules of conciliation and arbitration.

The arbitral tribunal will be composed of 3 (three) arbitrators, one appointed by each party and the third by both parties.

The place of arbitration is defined as Paris, France.

The language of the arbitral tribunal is French.

## ARTICLE 21 - MISCELLANEOUS PROVISIONS

The fact that any one of the present conditions is not invoked at a given time may not be interpreted as a waiver of the right to enforce them. Should any of the present conditions be declared null and void or contrary to a provision of public policy, it shall be deemed unwritten and the other stipulations shall remain in force.