

## **GENERAL TERMS AND CONDITIONS OF SALE**

These general terms and conditions of sale ("Company's T&Cs"), which appear on the Company's offer to the Buyer and are confirmed on its invoice, form an integral part of any offer made by the Company and of any sales contract between the Company and the Buyer, covering all Products manufactured and/or marketed by the Company.

### **1. ORDER AND ACCEPTANCE**

1.1 Any order placed with the Company by the Buyer constitutes express and written acceptance of the Company's T&Cs. These take precedence over all general and specific purchasing terms of the Buyer, which the Buyer accepts by placing the order, with the order serving as a declaration and acknowledgment of having taken full knowledge and renouncing any reliance on contradictory documents.

1.2 Any order constitutes a firm sale only after express acceptance by the Company, which reserves the right to refuse or accept it in whole or in part, especially if the information requested from the Buyer has not been received by the Company.

1.3 The Company's express acceptance of a Buyer's order will only be provided in writing, or, failing that, through the act of delivery.

1.4 The Buyer is required to maintain the order submitted to the Company and cannot cancel it without the express written agreement of the Company.

1.5 If, after acceptance by the Company, the Buyer wishes to make modifications to the Product specifications, delivery or transportation conditions, or any other sales conditions, these modifications are subject to the express, written, and prior acceptance by the Company, which may, in such a case, revise all other sales conditions, including the price. Additionally, costs incurred by these modifications, if accepted, will be borne by the Buyer.

### **2. PRICE, SPECIFICATIONS, AND OTHER SALES CONDITIONS**

2.1 The prices, specifications, and other information found in the Company's catalogs and/or documentation are not binding on the Company, which reserves the right to make any modifications deemed necessary at any time. This applies particularly to prices, in case of fluctuations in raw material costs or other price elements, or to Product specifications.

2.2 Unless otherwise expressly agreed in writing by the Company, Products are invoiced based on the rates in effect on the delivery date. VAT will be charged additionally. Prices will be increased by transportation, customs clearance, importation, handling, storage, and insurance costs in line with transportation conditions.

2.3 All fees, taxes, and charges of any kind, current or future, due to the sale, importation, delivery, or use of the Products shall be borne by the Buyer and are not included in the sale price of the Products.

2.4 Unless otherwise expressly agreed by the Company, Product specifications will be as defined by the Company. Specifications related particularly to weight, dimensions,

capacities, and others are provided by the Company for informational purposes only and are not contractual.

2.5 The sale price of the Products does not include any technical assistance from the Company; any technical assistance, being separate from any sales contract and exceeding the obligations contracted for any sale, will therefore be subject to separate negotiation and appropriate billing.

### **3. DELIVERY, RISK, TRANSPORTATION, AND INSURANCE**

3.1 The delivery or collection date, even if mentioned on an offer, order acceptance, or any other document, is provided by the Company for informational purposes only and is not contractual.

3.2 Unless otherwise expressly agreed in writing by the Company, delivery or collection delays do not entitle the Buyer to cancel the order, terminate the sale, refuse the goods, or claim damages, interests, or penalties.

3.3 Despite efforts to ensure the delivery of exact quantities, the Company reserves the right to deliver quantities less than or exceeding those ordered without the Buyer making any claim in this respect. In industry practice, quantities may fluctuate by 10% above or below an order or production.

3.4 The Company reserves the right, acknowledged by the Buyer, to suspend all deliveries if payment conditions have not been met by the Buyer, until full payment of the amounts due or in case of any other breach by the Buyer of its contractual obligations.

3.5 Unless otherwise expressly agreed in writing, delivery is always deemed to be made at the Company's factory on the departure date. In the case of delivery at the Buyer's site, the Products are deemed delivered on the earlier of the two dates: the date of arrival at the Buyer or seven days following the invoice date unless the Buyer informs of non-delivery in writing.

3.6 The transfer of risk and responsibility by the Company to the Buyer always occurs at the collection of Products at the Company's factory, regardless of delivery location and transport conditions; the Buyer agrees to take out insurance on behalf of the Company covering all risks and liability, including the loss and deterioration of Products, from collection until full payment.

3.7 All operations and formalities related to transportation, customs clearance, importation, handling, storage, and insurance of the Products are at the Buyer's expense, regardless of the delivery location.

3.8 The Buyer agrees to fully insure the Products against all risks from the transfer of risk and responsibility and to declare the Company as the beneficiary of the relevant insurance policies until the actual transfer of ownership.

### **4. WARRANTY, CLAIMS, AND RETURNS**

4.1 In the case of an express written commitment by the Company on specifications contrary to the provisions set out in Article 2.4 of the Company's T&Cs, the Company only guarantees an average weight, dimension, capacity, and color of the Products, and this for a period of 15 days following delivery; it being understood that no other guarantee of any kind is provided by the Company regarding the structure, quality, or any other characteristics of the Products.

4.2 Additionally, the Company provides no warranty, express or implied, regarding recommendations for use of the Products, their merchantability, or their suitability for any specific use, and in no case does it guarantee compatibility between the Products and items to be contained within or the Products and their use by the Buyer, nor their compliance with regulations applicable to the Buyer and/or the use that the Buyer and/or other parties make or will make of the Products; the Buyer being solely responsible for conducting any necessary tests, if applicable, and for verifying and implementing or causing to be implemented the applicable regulations.

4.3 In the event of a claim by the Buyer to the Company regarding the conformity of Products to specifications in accordance with Article 4.1 above, the warranty is subject to the claim being made immediately by telephone followed by an email confirmation or fax, from the delivery date, and confirmed in writing by certified letter with acknowledgment of receipt within fifteen working days following said delivery.

4.4 If the Company approves a return for inspection, the Buyer may only return the entire batch of Products in question at its own risk and in the original complete packaging and in good condition, specifying the exact reason for the rejection of each allegedly defective Product.

4.5 In the event of a claim acceptance, the Company's warranty is limited, at its option, to (i) replacing the Products, or (ii) crediting the Buyer with the price of the Products excluding taxes to be applied to another order.

## **5. PAYMENT CONDITIONS**

5.1 The Company shall be entitled to invoice the Products on their indicative collection date.

5.2 Unless otherwise expressly agreed in writing by the Company, payment of the Product price by check or bank transfer (free of fees for the Company) shall be due on the last day of the calendar month following the invoice date, ensuring that no banking fees are incurred by the Company. In accordance with Article L. 441-6 of the Commercial Code, payment cannot be made later than thirty days following the Product delivery date. In case of an alternative agreement, the agreed payment period cannot exceed forty-five days at the end of the month or sixty days from the invoice issuance date.

5.3 The Company's invoices are payable by the Buyer to: Pont Emballage S.A.S., Sogaris 109, 94514 Rungis Cedex.

5.4 In the case of payment by draft (bill of exchange), it must be accepted and returned to the Company within eight days of its issuance.

5.5 Any payment delay automatically and without formal notice incurs late payment interest, calculated at the rate applied by the European Central Bank on its most recent financing operation, increased by ten percentage points, which cannot be less than three times the legal interest rate; this rate being applied to the total amount including VAT, and these interests accruing automatically from the day after the Product price due date.

## **6. RETENTION OF TITLE CLAUSE**

6.1 Pursuant to the law of May 12, 1980, and the amendment to Article 121, paragraph 2, dated January 25, 1985, and by derogation from Article 1583 of the Civil Code, all Products remain the property of the Company until full payment of the price by the Buyer, notwithstanding the prior transfer of risk as per Article 3.6 above. In accordance with the laws of June 10, 1994, and July 1, 1996, this provision of the Company's T&Cs is enforceable against the Buyer, who acknowledges having accepted it.

6.2 The Buyer's failure to make payment entitles the Company to reclaim the Products, which must then be returned immediately at the Buyer's expense and risk upon simple request, and to suspend all other obligations of the Company towards the Buyer without indemnity, if applicable. Additionally, any down payment, if applicable, will remain with the Company as compensation, without prejudice to any other actions the Company may be entitled to take against the Buyer.

## **7. ANNUAL OR PERIODIC CONTRACTS**

If the Buyer places an order and the Company starts production of a quantity of Products to be collected during a determined period, the Buyer agrees to collect said Products in accordance with the special conditions of the said contract and, in the absence thereof, within a maximum period of one calendar year in the case of an annual contract or within a maximum period equal to the relevant period for any contract of a period other than annual. The remaining quantity of Products not collected will be invoiced by the Company to the Buyer in accordance with Article 5 above, as well as storage or destruction fees; the Company's General Terms and Conditions (GTC) entitle the Company to proceed with such destruction in the event of the Buyer's failure to fulfill its collection obligation, which the Buyer expressly acknowledges and accepts when placing the order.

## **8. CREATION OF TOOLS OR MOLDS**

8.1 The creation of any tools or molds by or on behalf of the Company to fulfill the Buyer's order for Products will result in a financial contribution from the Buyer, invoiced i) upon their creation if the intended use of the said tools or molds is below a threshold determined by the Company, or ii) if, after two years from the creation of the said tools or molds, their actual use is found to be below this threshold.

8.2 The amounts owed by the Buyer to the Company under Article 8.1 above are without prejudice to any actions for damages by the Company, particularly in case of the Buyer's initial declaration of use being lower than the actual use; the Company's GTC entitle the Company to retain any sums owed on this account, if applicable.

## **9. INTELLECTUAL PROPERTY**

**9.1** Any projects, studies, documents, and samples provided, if applicable, by the Company to the Buyer remain the sole property, both material and intellectual, of the Company. These may not be communicated to any third party, nor used by them, without prior written consent from the Company. They must be returned to the Company at its first request at any time and automatically, without the Company needing to make such a request in case of termination of negotiations or contract termination.

**9.2** Any tools or molds created by or for the Company to fulfill the Buyer's order for specific Products are and remain the property of the Company, as well as any trade secrets, commercial secrets, know-how, and/or other intellectual property elements (including industrial property, literary and artistic property, and similar rights) related to them. The Buyer agrees not to contest these ownership rights.

**9.3** All trade secrets, know-how, and/or other intellectual property elements incorporated by the Company into the Products are not the property of the Buyer, and the Buyer agrees not to contest these ownership rights.

**9.4** The Buyer acknowledges that it has no rights to the trademarks, trade names, and/or other equivalent elements of the Company (whether or not appearing on the Products), even in the case of resale of the Products by the Buyer. In particular, the Buyer shall not use these or similar marks and names for other products it manufactures or sells, nor use them in its legal name, commercial name, or trade name, nor register them in its name or that of third parties.

**9.5** The Buyer will notify the Company as soon as it becomes aware of any third-party use of its trade secrets, know-how, intellectual property rights, including trademarks, trade names, and equivalent elements, or any infringement of those rights, as well as any unfair competition acts.

**9.6** Any violation by the Buyer or any affiliated person of the provisions of this Article 9 will entitle the Company to claim damages to be determined by a court and to be paid by the Buyer in favor of the Company.

**9.7** If, under a contrary provision, as contemplated in Article 2.4 above, the Company agrees that the specifications be defined by the Buyer, the Buyer, by placing an order with the Company, expressly agrees to guarantee that it holds all intellectual, industrial (patents, designs, etc.), literary and artistic property rights, and other related rights, as well as all trade secrets, know-how, and other similar elements concerning the said specifications and that it can freely use them in the Products; and to indemnify the Company for any third-party claims of any kind concerning these, without prejudice to any actions and recourse by the Company against the Buyer and any third parties.

## **10. CONFIDENTIALITY**

**10.1** If the Buyer receives confidential information or data from the Company, the Buyer agrees to use them only for its own use of the Products, not to disclose or reveal them to any third party, and to take all necessary measures to prevent their disclosure, maintain their confidentiality, and comply with any specific requests from the Company in this regard.

**10.2** Any violation by the Buyer or any person affiliated with the Buyer of the provisions of this Article 10 will entitle the Company to claim damages to be determined by a court and to be paid by the Buyer in favor of the Company.

## **11. LIMITATION OF LIABILITY, CLAIMS, AND REMEDIES**

**11.1** The Company shall not be held liable for any damage, loss, direct or indirect, personal or material, movable or immovable, of any kind, caused, directly or indirectly, by the Products, in any manner and for any reason, including due to their quality, structure, or use.

**11.2** The Buyer agrees to verify the suitability of the Products for their intended use and the packaged products and to comply, under its own responsibility, with all applicable laws and regulations regarding the importation (if applicable) and use of the Products. The Company's liability cannot be sought in this regard, and the Buyer expressly agrees, by accepting the Company's GTC, to indemnify the Company for any third-party claims, sanctions, penalties, damages, and others related to any failure to comply with legislative or regulatory obligations regarding the importation and/or use of the Products.

**11.3** As stipulated in Article 9.7 above, the Company shall not be held liable for any infringement of intellectual, industrial, literary, or artistic property rights, or other similar rights, including trade secrets, know-how, and other elements from third parties, and if the Company is held liable, the Buyer or any affiliated person will be responsible and will indemnify the Company for any legal fees, attorney's fees, and damages that the Company should bear, all determined by the court.

**11.4** The Buyer will comply with its legal and contractual obligations towards its own contracting parties and any third parties concerning the use of tools and molds referred to in Article 8 of the Company's GTC or the Products, and the Company's liability cannot be sought in this regard, notably in the event of an order for Products by the Buyer infringing the rights of its own contracting parties concerning said tools and/or molds or the Products.

## **12. TERMINATION CLAUSE**

The Company may terminate any sale by registered letter with acknowledgment of receipt without compensation for the Company if the Buyer fails to perform any of its obligations within eight days of a formal notice by registered letter with acknowledgment of receipt sent by the Company to the Buyer, and which remains without effect.

## **13. FORCE MAJEURE**

**13.1** The Company reserves the right to suspend any delivery or to terminate any sale, in whole or in part, without indemnity or recourse against it, in cases of force majeure or unforeseen events, such as, notably, storms, fires, floods, other natural disasters, contamination by radioactive materials or toxic, dangerous, or polluting substances, total or partial strikes, lockouts, machine or furnace breakdowns, war or hostilities, declared or undeclared, civil unrest, terrorism, riots, failure of subcontractors or suppliers, lack of raw materials that could halt or reduce the manufacturing or transportation of Products, or prevent the normal execution of contracts.

**13.2** The Company shall not be held liable for the consequences of such force majeure or unforeseen events or other events beyond its control. However, Products already manufactured at the time of suspension or termination will be made available to the Buyer at the Company's factory, and the Company will be bound by its contractual obligations to the Buyer with respect to these Products.

**13.3** After the events described above, the parties will meet to define the terms of continuing the order, if applicable.

## **14. MISCELLANEOUS**

**14.1** Any special conditions to the Company's GTC must be expressly and previously accepted in writing by an authorized representative of the Company to be considered as having been agreed upon between the Company and the Buyer.

**14.2** Any tolerance by the Company in favor of the Buyer cannot be considered as a waiver by the Company of the relevant provision in the Company's GTC or any special conditions, nor of any action based on this.

**14.3** The Company's GTC and all special conditions can only be modified by a written document signed by an authorized representative of both the Company and the Buyer.

**14.4** If any provision of the Company's GTC or any special conditions is deemed void, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or diminished in any way.

**14.5** In case of contradiction between special conditions and the Company's GTC, the differing special conditions will prevail, provided they have been accepted in accordance with Article 14.1 of the Company's GTC.

**14.6** The Company's GTC and all special conditions, sale of Products, and contract formation are governed by French law, which will prevail over any conflict of law rules. Any dispute regarding their interpretation, validity, or execution shall be subject to the exclusive jurisdiction of the courts of the Company's headquarters, even in the event of an interlocutory judgment, a warranty claim, or multiple defendants.

**14.7** Offer, order, and acceptance by email and Internet, if applicable: In the event of an offer and order followed by acceptance by the Company, and thus the conclusion of a sale by email over the Internet, and in accordance with Article 1369-4 of the Civil Code, as implemented by the Community Directive No. 200/31 of June 8, 2000, on electronic commerce, Article 10 § 3, the Company, in offering professionally by electronic means the supply of goods such as the Products and, if applicable, certain services, will effectively make available to the Buyer the applicable contractual conditions in a way that allows the Buyer to store and reproduce them; by placing the order, the Buyer will be deemed to have confirmed that they have stored and reproduced these conditions.

**14.8** Any disputes, claims, and conflicts related to the Company's GTC, as well as any special conditions, any sale by the Company to the Buyer, and any contract entered into between the Company and the Buyer, shall fall under the exclusive jurisdiction of the Commercial Court of Paris and the Court of Appeal of Paris, France, even in the case of a third-party claim or plurality of defendants.

**14.9** The Buyer, if foreign, hereby waives any jurisdictional privileges similar to those provided for French nationals by Articles 14 and 15 of the Civil Code; however, by exception to the provisions of Article 14.8 above, the Buyer agrees that the Company, if it deems it useful, may request any urgent, interim, conservatory, and/or enforcement measures from the local court of the foreign Buyer.

**14.10** If the Company's GTC are also established in a language other than French, the French version shall prevail.