

Cnudde Packaging bv Karreweg 149 B-9770 Kruisem Tel. 09/388.98.52 Int. +32 9 3889852

General terms and conditions Cnudde Packaging BV

1. <u>GENERAL</u>

The parties explicitly declare that they agree to these general terms and conditions by signing a quotation, by placing an order, or by executing the agreement. In case of special conditions of CNUDDE, these take precedence over the general conditions. When terms & conditions are delivered electronically, the correspondence forms an integral part thereof.
CNUDDE reserves the right to amend these terms and conditions taking into account sectoral and/or (inter)national changes in legislation and/or important industry practices. After publication, these will apply to any subsequent agreement. Other deviations and/or additions to these general terms and conditions are only possible subject to a prior written and signed agreement between CNUDDE and the authorised representative for the customer.
The invalid provisions will be amended in such a way that they can be validly exercised and closely reflect the wishes of the parties.
The parties acknowledge that the provisions are not manifestly unbalanced and reflect the true will of the parties. In all cases where the legal provisions require reciprocity, an equivalent obligation on the part of CNUDDE applies with regard to the present terms & conditions.
The information, materials, images and dimensions in the catalogues of CNUDDE are purely indicative and subject to change without notice.

2. QUOTATIONS AND ORDERS

1. All quotations are without obligation and without any responsibility. The period of validity thereof is 14 calendar days, starting from the first day following the date of the quotation, unless otherwise agreed in writing. **2.** Insofar as not expressly provided otherwise in the quotation, an agreement is only concluded after CNUDDE has accepted the customer's order in writing by means of an order confirmation or another document signed by CNUDDE. **3.** The customer undertakes to observe strict confidentiality with regard to all data stated on the quotations. **4.** CNUDDE reserves the right to refuse orders in the event of demonstrable events that raise questions about the trust in the customer. **5.** Any agreement is deemed to have been concluded at the registered office of CNUDDE. **6.** If a customer places an order/requests a service with the request that the invoicing for the goods and/or services must be drawn up in the name of a third party, the former remains jointly and severally liable as the customer and must perform all obligations arising from the order/assignment.

3. PRICES

1. Price lists are merely indicative. The costs for design, composition, drawing, photo engraving and clichés as well as die cutting are not included in the prices. 2. The prices stated in the order confirmations or any other agreement signed by CNUDDE with the customer are based on the values of wages and materials applicable at that time. CNUDDE has the right to adjust its prices in the event that the cost of the work is significantly increased due to external circumstances (such as extreme price increases or enormous scarcity) beyond CNUDDE's control and/or due to circumstances that it could not reasonably take into account at the time of conclusion of the agreement or should not have taken into account at this time and that create such a serious imbalance between the contracting parties that further performance of the agreement in unchanged circumstances is extremely disadvantageous for one of the parties. The parties acknowledge that CNUDDE is subject to price fluctuations within the industry and/or imposed by its own supplier and/or manufacturer, which may affect the price for production and/or placement of the goods/execution of the work. The price may thus be adjusted, according to objective parameters that increase the price, such as (non-exhaustive list) an increase in taxes, levies, Grymafer indicators, output price indexation, de/revaluations, wages and/or fuel costs, raw material, energy and processing prices, allowances and surcharges. CNUDDE will inform the customer in writing of the price change, which will take effect immediately, specifying the objective parameter that prompted the increase. The part of the price affected as a result may be increased (by no more than 80% of the total price). The adjusted price also applies to any subsequent agreement and also to additional work. In any case, the customer is deemed to have accepted the adjusted price in the absence of a response within seven calendar days after the written notification has been sent.

			Pagina 1 van 4
Opgesteld door: KC	Datum uitgifte:13/01/2014	Datum revisie: 26/04/2022	D-U1-001-EN

3. Stated prices are always in euros, exclusive of VAT, exclusive of additional work, exclusive of turnover taxes and/or other government-imposed levies and taxes, exclusive of costs for delivery or shipping, unless explicitly agreed otherwise in the order confirmation. The price indication only applies to the object, the quantities and dimensions, as stated in writing.

4. DELIVERY AND INSTALLATION

1. Delivery takes place at a location agreed with the customer. The goods are delivered in the packaging, at the gate, unless otherwise agreed in a prior written agreement. The customer guarantees easy accessibility. **2.** The cost of delivery shall be borne the customer, unless explicitly agreed otherwise in the order confirmation. **3.** The customer is responsible for removing the packaging from the goods and/or any additional assembly or installation work, unless otherwise agreed in writing. **4.** The stated delivery times are merely indicative and non-binding. Exceeding them never entitles the customer to dissolve the agreement, nor does it entitle the customer to a reduction in the price, nor to any form of compensation from CNUDDE. CNUDDE is not obliged to compensate any damage owing to late delivery, except for gross negligence on the part of CNUDDE. **5.** CNUDDE reserves the right to deliver 10% more or less than the total quantity ordered for goods that have to be made to measure according to the customer's specifications. Custom-made goods shall not be taken back by CNUDDE under any circumstances. **6.** The goods of CNUDDE must be stored in a clean and dry place, protected from sunlight and other weather elements. CNUDDE reserves the right to provide the customer with additional instructions regarding its goods.

5. RISKS - LIABILITY - COMPLAINTS

1. The risks, with regard to the goods, transfer in full to the customer from the moment the goods are delivered to the customer. **2**. The customer must immediately inspect the goods upon delivery, in view of their specific nature. All complaints regarding the delivered goods must be made in writing to CNUDDE's registered office within eight calendar days of the delivery date of the goods. Failing this, the delivery shall be deemed to be definitively accepted. The use of the delivered goods or further processing or trading thereof, even before the expiry of these eight calendar days, shall irrefutably constitute acceptance. Complaints regarding hidden defects of the delivered goods must be submitted in writing to CNUDDE's registered office, under penalty of lapse of the claim, within eight calendar days of their discovery and in any case within six months of production date **3.** CNUDDE shall solely be liable for damage caused by defective goods delivered in accordance with the legal obligations. However, CNUDDE's liability shall in any case be limited to, at the discretion of CNUDDE, either the free replacement of the defective goods or compensation in the amount of the agreed price paid by the customer for the goods for which CNUDDE is liable. 4. The liability limitations on the part of the supplier and manufacturer also apply on the part of CNUDDE. CNUDDE shall not be liable for incorrect or defective technical specifications issued by the manufacturer or supplier. CNUDDE shall not be liable if the customer has not taken the necessary measures to limit any damage as much as possible and to facilitate an examination of the goods concerned in the presence of CNUDDE. CNUDDE shall not be liable if the goods concerned (i) have been modified or processed by the customer or by third parties, or (ii) have not been used for their intended purpose, or (iii) have not been used in accordance with any instructions from CNUDDE, including with regard to the provisions in article 4.7. The customer shall indemnify CNUDDE against all costs and damages incurred as a result of regional, national, international, general and sectoral restrictions or prohibitions concerning goods, of which the customer may be reasonably expected to be aware but has not notified CNUDDE at the time of placing the order with CNUDDE. 7. In any case CNUDDE shall not be liable for indirect damage, consequential damage, including loss of profit, and/or trading loss suffered by the customer, except in case of intent or gross negligence.

6. <u>PAYMENTS</u>

1. All invoices are payable, net and without discount, at CNUDDE's registered office or by bank transfer as indicated on the invoice, stating the invoice date and reference, within eight calendar days after the invoice date, unless explicitly agreed otherwise in the order confirmation. **2.** All complaints regarding invoices must be submitted in writing to CNUDDE's registered office within five working days from the first day following the invoice date. Failing this, the invoice shall be considered to be definitively accepted. **3.** In the event of non-

			Pagina 2 van 4
Opgesteld door: KC	Datum uitgifte:13/01/2014	Datum revisie: 26/04/2022	D-U1-001-EN

payment on the due date of the invoice (i), CNUDDE has the right, without prior judicial authorisation and without prior notice of default, to dissolve the agreement with the customer with immediate effect and to take back the delivered goods in accordance with Article 8, and (ii) CNUDDE has the right, without prior judicial authorisation and without prior notice of default, to suspend its outstanding obligations with respect to the customer with immediate effect until full payment shall have been made, and (iii) the amounts that the customer owes on the basis of other invoices to CNUDDE shall become due immediately and without prior notice of default, and (iv) the customer shall owe, ipso jure and without prior notice, an interest equal to 8% on the total invoice amount (including VAT). In addition, the customer shall automatically be required to pay fixed damage compensation amounting to 10% of the total invoice amount (including VAT) without prior notice of default, with a minimum of EUR 125 and a maximum of EUR 3,000, without prejudice to CNUDDE's right to prove higher damages. **4**. CNUDDE may offset any claims it may have against the customer with any amounts that are deemed to be owed.

7. FORCE MAJEURE

1. Force majeure shall include but is not limited to war, mobilisation, machine breakdown, fire, transport interruptions, strikes, errors or delays attributable to third parties, lockouts, floods, sudden or temporary government measures, epidemic, pandemic, terrorist threat or attack, boycott, disaster, cyberattack, exceptional weather conditions, power or digital outages, abnormal price increases and other circumstances not attributable to CNUDDE. **2.** Cases of force majeure at CNUDDE or its suppliers justify any delay in performance of the obligations, even for deliveries subject to compensation by special contractual provision, and release CNUDDE from all responsibility for failure to perform its obligations for as long as the force majeure situation lasts. **3.** In the event that the force majeure situation lasts longer than 60 consecutive calendar days, the parties have the right to dissolve the agreement without prior judicial authorisation, whereby, in the event of termination at the expense of the customer, compensation shall always be owed for the goods already delivered/services already performed.

8. <u>RETENTION OF TITLE</u>

The delivered goods shall always remain the exclusive property of CNUDDE until full payment by the customer of the sales price including VAT, as well as related amounts and any interest due. Until such time that full payment is made, the customer is expressly prohibited from disposing of the goods concerned in any form whatsoever, establishing any right in rem/security right on them, changing their nature or disposing of them in any other way. If the goods are nevertheless sold, CNUDDE is entitled to the resulting purchase price. The customer acknowledges that CNUDDE always has the right to take back these goods at the customer's expense as long as they have not been paid in full.

9. END OF THE AGREEMENT

1. In the event of cancellation by the customer of an order confirmed by CNUDDE without justifiable reason, the customer shall always owe, legally and without prior notice of default, fixed compensation amounting to 30% of the price of this order, without prejudice to CNUDDE's right to prove higher damages. 2. In the event of termination during the performance of the agreement, the customer shall owe compensation for services already performed and materials already purchased, increased by 30% of the total price. 3. In the event of permanent non-performance, CNUDDE reserves the right to dissolve the agreement in whole or in part out of court at the customer's expense, by registered letter and after a futile notice of default. In such case, the customer is obliged to return the goods, as per Article 8 and shall owe payment for any costs already incurred and services already performed, increased by 30% of the total price. 4. CNUDDE has the right to terminate the agreement with the customer at any time, with immediate effect, without prior notice of default, without any compensation and without prior judicial intervention, if and as soon as the customer (1) is declared bankrupt, a debt settlement or reorganisation proceedings is started, an application for administration has been submitted or it otherwise loses all or part of the control and/or disposal of its assets, e.g., in the event of a change of control over the company (see Article 1:14 CCA); (2) is in liquidation or is being wound up, except to the extent that this is done in the context of an internal reorganisation; (3) (part of) the goods made available by or on behalf of the other party under the agreement are attached and this attachment is not lifted within a short period of time.

			Pagina 3 van 4
Opgesteld door: KC	Datum uitgifte:13/01/2014	Datum revisie: 26/04/2022	D-U1-001-EN

10. INTELLECTUAL PROPERTY RIGHTS

1. CNUDDE (or, where applicable, its licensor) is and remains the owner of all industrial and intellectual property rights with regard to the goods delivered by it. The order or sale of such goods or the payment of the invoice can never result in a transfer of any intellectual property right. The same applies to the designs, compositions, drawings, photo engravings and clichés as well as dies relating to the ordered/delivered goods, which are also strictly confidential and may not be made available to third parties in any way. 2. The customer undertakes not to infringe any industrial and intellectual property rights of CNUDDE (or, where appropriate, its licensors), which means, inter alia and without limitation, that the customer shall not copy, reproduce, make copies nor use the goods, designs, compositions, drawings, photo engravings, clichés and dies supplied by CNUDDE or have them used in any other way that constituted an infringement of CNUDDE's rights. The customer is obliged to pay compensation to the amount of EUR 5,000.00 for each infringement established, without prejudice to CNUDDE's right to demonstrate higher damages. **3**. The customer shall immediately notify CNUDDE in writing if the customer becomes aware of an infringement of the intellectual property rights of CNUDDE (or, where applicable, its licensors) and shall, where appropriate, provide all useful information in this regard upon CNUDDE's first request. **4.** If a third party claims that the material, goods or services of CNUDDE (or, where applicable, its licensors) constitute an infringement of its rights, the customer shall undertake to immediately inform CNUDDE of this in writing and under penalty of forfeiture of any possible claims against CNUDDE. Where applicable, CNUDDE shall either attempt to obtain the right to the further use of this material, goods and/or services for the customer, or modify or replace the infringing material, goods and/or services in order to put an end to the infringement of the rights of third parties without entitling the customer to any further recourse or the right to claim compensation.

11. DATA PROTECTION

CNUDDE solely collects and processes the customer's data in the context of the performance and follow-up of the order/agreement and for invoicing, administrative and/or accounting purposes. The customer has the right to access, amend or have his data deleted at all times and can contact CNUDDE in writing to request this. The customer can find an extensive privacy notice on the website.

12. DISPUTES

1. Belgian law is always and exclusively applicable to all quotations sent by CNUDDE and to all agreements concluded with CNUDDE (including these general terms and conditions of sale) to the exclusion of the rules of private international law (including the Vienna Sales Convention and other comparable treaties). **2**. With regard to consumers, only the court designated by Article 624, 1°, 2° and 4° of the Judicial Code has jurisdiction. With regard to companies, all disputes fall under the exclusive jurisdiction of the competent court of the registered office of CNUDDE.

			Pagina 4 van 4
Opgesteld door: KC	Datum uitgifte:13/01/2014	Datum revisie: 26/04/2022	D-U1-001-EN