

GENERAL TERMS AND CONDITIONS OF SALE FLEXI S.R.L.

Preliminary Definitions:

Product: means the product of FLEXI S.r.l. (the “**Seller**”) made after the various printing and packaging processes carried out by the Seller (i) by taking its contents from the Bulk, as defined below, or (ii) simply kept empty for the purposes of its sale.

Bulk: means the bulk product that the Customer, as defined below, delivers to the Seller to be packaged inside the Product, to the extent so requested by the Customer.

1. GENERAL TERMS AND CONDITIONS OF SALE BY FLEX S.R.L.

- 1.1. Terms denoted by a capital letter in the singular include the plural, and vice versa. Terms denoting one gender include the other gender, unless the context or interpretation indicates otherwise the contrary.
- 1.2. The titles and headings of Articles and Paragraphs in these General Terms and Conditions of Sale are inserted only for the purpose of ease of reading and have no influence on the interpretation of the respective provisions.
- 1.3. The following clauses and conditions (the “**General Terms and Conditions of Sale**”) are an integral part of the Contract, resulting from the exchange between the Customer’s Order referred to below and the Seller’s Order Confirmation referred to below (the “**Contract**”), and, therefore, govern the sale of the Seller’s Products to its customers (the “**Customer**”). The Customer and the Seller shall be jointly referred to as the “**Parties**” and each individually as the “**Party**”.
- 1.4. These General Terms and Conditions of Sale shall prevail over any prior agreements between the Parties in relation to the Order Confirmation, as defined below. Any conflicting or diverging clauses to what is contained herein shall not be effective unless and to the extent the Seller has given express written consent in each individual case.
- 1.5. The General Terms and Conditions of Sale are also published on the website www.flexigroup.it and are therefore deemed to be known by the Customer.

2. NEGOTIATION AND FINALIZATION OF THE CONTRACT

- 2.1. The Customer declares that it is familiar with the processing methods of the Bulk to be packaged by the Seller, when so required, and that it considers the Products to be suitable for its requirements.
- 2.2. The Customer shall submit the order (the “**Order**”) in writing to the Seller, either directly or through an agent or other intermediary. The Order must be complete in all its elements and must therefore contain all the information necessary to accurately identify the Order.
- 2.3. The Contract shall only be considered finalized, and therefore the Seller’s commitment to process the Order shall only be binding on the Seller, only once the Seller has sent the Customer written confirmation of the Order (the “**Order Confirmation**”).
- 2.4. In any case, no objection, even partial, to be submitted to the Seller within 15 (fifteen) calendar days after Delivery, as defined below, of the Products received as per Order Confirmation, shall imply full adherence by the Customer to these General Terms and Conditions of Sale.

- 2.5. All Orders transmitted by the Customer to the Seller shall not be considered binding on the Seller except in the cases referred to under Par. 2.3 above. In addition, the Seller may at any time, in any case before sending the Order Confirmation, reject an Order of the Customer, giving reasons therefor. In any case, such reasons shall not be subject to dispute, and the Seller shall not have to pay any compensation to the Customer, or to subjects related to the Customer.
- 2.6. The Contract shall be binding in accordance with its provisions. Any amendments and/or additions to the Order, to be made promptly from the date of issue of the Order Confirmation and in any case within the 5° (fifth) calendar day from receipt thereof, shall require the express written confirmation by the Seller.

3. SUPPLY SPECIFICATIONS

The supply specifications, if prepared by the Customer, shall be sent to the Seller at the same time as the Order; otherwise, the Order cannot be processed.

4. PRICES, PAYMENTS AND INVOICING

- 4.1. The Seller shall issue an invoice for the consideration of each individual Delivery, as defined below, or, at its own discretion, shall proceed with an aggregate invoicing in the case of several Orders received from the same Customer, as set out in the subsequent Order Confirmations.
- 4.2. Unless otherwise agreed, the price indicated in the Order Confirmation is net of all taxes and duties, which shall be borne by the Customer unless otherwise agreed. Such taxes and duties, depending on the tax regulations applicable from time to time, shall be charged to the Customer at the time of invoicing.
- 4.3. The Seller is granted the right to amend, if deemed necessary or unavoidable, the prices of its Products due to an increase in production costs that may occur between the finalization of the Contract and the Delivery referred to below, for which the Seller shall not be liable, since such increase was not foreseeable at the time of the conclusion of the Contract, as well as in order to include in the prices of the Products any taxes or duties to be borne by the Seller that were not in force at the time of fixing the initial price.
- 4.4. Payment of the invoiced amount shall be made according to the terms and timing specified in the Order Confirmation.
- 4.5. Failure to pay by the due date of even a single invoice shall result in the Customer's immediate forfeiture of the benefit of any grace period granted, making all receivables of the Seller against the Customer immediately due and payable.
- 4.6. Failure to pay even a single invoice shall entitle the Seller to terminate any Contract in force with the Customer pursuant to Art. 1456 of the Italian Civil Code and to suspend the execution of any other Delivery, referred to below, under production, without prejudice in any case to full compensation for the damage resulting from the Customer's default or delay. Any delays in the execution of Order Confirmations caused by previous suspensions of production due to non-payment by the Customer shall not constitute a breach of contract by the Seller.
- 4.7. In the event of delayed payments, the Seller shall be entitled to charge interest on the delayed payments at the default rate provided for by D.lgs. n. 231/2002 (as subsequently amended and integrated) on an annual basis in addition to the penalties

provided for by law and by the Contract and the expenses incurred in collecting the overdue payments (including, without limitation, reasonable legal fees, expert's fees, court costs and other expenses incurred in litigation). Any delay in payment shall automatically put the Customer in default.

- 4.8. The Seller is entitled to transfer its credits towards the Customer to third parties (by way of example and not limited to, to collection companies or credit or financial institutions or factoring companies, *etc.*).
- 4.9. Any complaint on the formal regularity of the invoice shall be notified to the Seller within 3 (three) days of receipt of the invoice. After this period has expired, the Customer shall be deemed to have accepted the invoice. In the event of non-receipt of the invoice, the Customer shall immediately request it from the Seller and may not invoke this to suspend or delay payments on the agreed due dates.
- 4.10. The Customer may not omit or delay the payment of the purchase price on the agreed due dates by objecting to the absence of promised qualities or the existence of any defects that make the Product unsuitable for use, and may not raise such objections or assert claims against the Seller unless the purchase price has been paid in full and provided that the conditions pursuant to the law and the Contract are met.
- 4.11. In the event of non-payment, incomplete or delayed payment of the invoiced price of the relative Order, as set out in the relative Order Confirmation, with respect to the agreed terms, the Seller may in any case withhold by way of penalty any down payments or partial payments made by the Customer.

5. DELIVERY AND TIME OF DELIVERY

- 5.1. Each delivery (the "**Delivery**") shall be *Ex-Works (Incoterms 2020)*, unless otherwise agreed in the Order Confirmation.
- 5.2. Unless otherwise agreed, the Seller shall use its own standard packaging in terms of type and size. Any special packaging shall be specifically requested in the Order, and reported in the relevant Order Confirmation, and any additional cost shall be charged to the Customer. The Products are normally transported on 80cmx120cm non-stackable non-returnable pallets; if different pallets are requested by the Customer, the relative cost shall be charged to the invoice.
- 5.3. Without prejudice to the Seller's commitment to do everything commercially possible to comply with the Delivery terms stated in the Order Confirmation, and unless otherwise agreed upon in writing, such terms are not to be considered binding and essential in the Customer's interest and may, therefore, be subject to variation. In no event shall the Seller be subject to penalties for late Delivery or deemed liable for damages for failure to deliver on time, if he proves that he has done everything commercially possible in the interest of the Customer.
- 5.4. Transport costs and ancillary charges, including insurance costs, shall be borne by the Customer.
- 5.5. After Delivery to the Customer, any risk of loss or damage to the Products shall be borne by the Customer, who shall be fully responsible for the transport.
- 5.6. In the event of the Customer's refusal to collect or accept the Products, the risk shall be deemed to have passed to the Customer upon notification (in any form, including oral, e-mail, fax, *etc.*) that the Products are ready for collection.

- 5.7. The Seller may, at its own discretion, supply the Products referred to in the Order Confirmation in several deliveries invoiced separately.
- 5.8. Non-delivery (and/or non-withdrawal and/or non-acceptance) of Products for reasons not imputable to the Seller shall in any case be equivalent to Delivery, implying the right for the Seller to issue the relevant invoice, with the consequent expiry of the payment terms as specified according to Par. 4.4. If the Customer fails to collect or accept the goods, the Seller may charge the Customer for storage costs.
- 5.9. Deliveries of Products shall be made in accordance with the quantities, prices and delivery terms agreed upon between the Parties and included in the relevant Order Confirmations that the Customer shall receive from the Seller, in written form. If the Seller, for its own reasons or due to third parties, is unable to comply with the Delivery Terms, it shall notify the Customer by e-mail as soon as possible.

6. LABELLING

- 6.1. The Seller shall apply on the packaging of each Product and, if requested by the Customer, also on each pallet, a standard label bearing the relevant description, article code, number of pieces per box, Customer's name, batch number.
- 6.2. If the Customer requests a label other than the standard label, this request must be communicated at the same time as the transmission of the Order, so that its feasibility and correct development can be verified.

7. GRAPHICS

The Customer is required to send to the Seller the graphic file in PDF, high-resolution PDF or AI format. The graphic file shall be provided by the Customer, as well as any changes to be made after receipt of the graphic file by the Seller. For further changes authorized by the Customer, the corresponding cost shall be charged on the invoice. Following implementation of the file, the result shall be submitted for checking and approval by the Customer, after which the Seller shall be released from any liability or omission. The Seller shall not be liable for printing errors related to the graphic file after it has been approved and printed on the Products. Only upon approval of the print files, the Seller shall proceed with the realization of the print systems.

8. PRINTING MODALITIES

- 8.1. The printing methods used by the Seller are currently as follows:
 - **DIGITAL PRINTING:** the Seller prints by means of a 4-color digital/flexo hybrid system in solvent-free four-color process with rapid drying. The digital method used guarantees coverage of about 80% (eighty percent) of the pantones. **This type of implant does not require Customer's approval at the printing stage** because the digital technique gives an objective level of output. The hybrid implant also allows, upon specific request of the Customer confirmed by the Seller, to laminate the external printed part, thus avoiding any migration of inks or varnishes onto the internal part of the print during the winding phase;
 - **FLEXOGRAPHIC PRINTING:** the Seller prints by means of the latest generation Flexo machines in 6-color solvent-free fast-drying UV. Using appropriate instruments, such as spectrophotometers and others, the Seller guarantees a good level of printing. **This method can require the Customer's approval at the**

printing stage, which must be agreed with the Seller and the cost of which will be borne by the Customer due to the time required and necessary for approvals. This system also allows, upon specific request of the Customer confirmed by the Seller, to laminate the external printed part, thus avoiding any migration of inks or varnish on the internal part of the print during winding phase. Under normal conditions of use, the Seller guarantees that the printing colors will hold; no scotch test is provided during and/or at the end of processing. For Products with a full negative background, the Product will have a thread of about 1 mm on the vertical side of the Product due to the joining of the printing polymer. In the case of areas with uniform color, it is possible to find rare dots of “non-coverage”. Pantone colors must be indicated in the graphic file or it must be expressly requested to adhere to the color sample that shall be sent for appropriate evaluations to the Seller before processing the graphic file. The control of the printing color against the pantone/sample shall be carried out with a spectrophotometer.

- **ROTOGRAVURE PRINTING:** the Seller shall print by means of Rotogravure machinery in 3 or 5 colors with fast-drying solvents by means of special ovens. The department is equipped for the disposal of solvents in accordance with local ASL regulations. By means of appropriate instruments, such as spectrophotometers and others, the Seller guarantees an excellent level of printing. **This method may involve the Customer’s approval at the printing stage**, which must be agreed with the Seller and whose cost will be borne by the Customer due to the time required for approvals. This system does not allow the external printed part to be laminated. Under normal conditions of use, the Seller guarantees the print colors; no scotch test is foreseen during and at the end of processing. The graphic file must contain the pantone colors or it must be expressly requested to comply with the color sample, which shall be sent for evaluation to the Seller prior to the processing of the graphic file. The control of the printing color with respect to the pantone/sample shall be performed with a spectrophotometer. Colors may vary slightly depending on the material used.

The printing equipment relating to Flexographic Printing and Rotogravure Printing, as referred to above, shall be considered obsolete and disposed of after 12 (twelve) months of non-use.

- 8.2. Unless otherwise agreed and stated in writing on the Order Confirmation, the Seller shall use standard inks. Therefore, the Seller shall not be obliged to guarantee a particular lightfastness for printing inks and shall not be liable in any way for any shade variation over time as a result of exposure to light of any nature or any other agent. Such variations shall not justify neither a refusal by the Customer to receive the Products nor a claim by the Customer for compensation or a change in the price. The assessment of quality, with regard to the shade of colors chosen for the graphics, even when expressed in Pantone, RAL (or other references) numbers, shall take into account the actual reproduction possibilities or the technological limits of Flexographic Printing and the printability of the media used, which may influence the final result, as well as the updated of the Pantone range.
- 8.3. The Customer, having acknowledged the foregoing, shall agree with the Seller on the printing method that will be indicated in the Order Confirmation; the Seller shall use inks, varnishes and materials supplied by primary suppliers with a quality laboratory,

and the Customer acknowledges in advance the characteristics of said method and the relevant possible results.

9. ATTENDANCE AT START-UPS

- 9.1. Presence at packaging start-ups must be agreed in the Order and authorized by the Seller's Management.
- 9.2. If accepted, only one person may enter the plant accompanied by the Seller's QC or the Seller's contact person and shall not move independently inside or outside the plant unless expressly authorized.
- 9.3. The Seller gives great importance to the confidentiality of his Customers, who often entrust it with the launch of new lines; for this reason, **it is forbidden** during the entire stay inside the plant to move from the plant where the Customers' work has been programmed, use mobile phones, tablets or other telephones to take photos and videos.

10. BULK PACKAGING

10.1. Compatibility of Bulk with the Product

The tests concerning the compatibility of the Products with the substances that will be packaged in them are always Customer's responsibility and no liability can be charged to the Seller in the event of any problem or difficulty of compatibility. Only in the event of a specific request, the Seller shall be available to entrust an external laboratory with the appropriate tests lasting at least 3 (three) months.

10.2. Bulk delivery

The Bulk shall be delivered with CoA for each individual Bulk batch. Each Bulk shall be labelled and clearly identified, and each item must match the information on the DDT.

In order to be able to fulfil the quantity requested in the Order, as set out in the relevant Order Confirmation, it is necessary to send at least an extra 6% (six percent) of the Bulk compared to the nominal quantity for production waste; in the case of orders for large quantities, the offcuts may be agreed otherwise between the Parties.

10.3. Bulk surplus and/or other components

Any surplus of Bulk and/or of any component shall be communicated to the Customer and, in the absence of specific provisions, shall be returned together with the Products. All Bulk and/or components left over and not taken back together with the Products, if not moved after 12 (twelve) months, will be considered obsolete and destined for disposal; the Customer will be sent a specific communication and related costs. It shall then be at the Customer's discretion to take back the material considered obsolete or to pay to the Seller the amount corresponding to the relevant costs.

11. TECHNICAL SPECIFICATIONS

11.1. Laminated Materials

Laminates printed against an open Order, but not used within 6 (six) months from the agreed use date, will be charged to the Customer including the relevant disposal cost.

11.2. Products weight

The weight of the Product shall be greater than or equal to the nominal weight declared on the Product, as provided for by Law 690/78 concerning legal metrology.

11.3. Die-cut Products

In die-cut Products, the welds may present irregularities, without these prejudicing their seal.

11.4. Products with caps

It is possible for some Products to have the cap not perfectly centered, with a deviation of +/- 1-2 mm, without this affecting the seal of the cap and the Product itself.

11.5. Sealing of Products

It is possible that some Products have vertical welds of different widths, without affecting the sealing of the Product itself.

11.6. Cases or displays

In the event that the Products are packaged by the Customer in cases or displays, the Customer shall send the Seller a sample of the case or display to verify the correct fit of the Products. Conversely, any Product not packaged due to the increased presence of air cannot be contested.

12. PRODUCT REALISATION

12.1. Unless otherwise agreed upon in writing, the Seller may choose and use the materials and production processes that suit him the most, provided that the Product complies with the specifications agreed with the Customer.

13. DOCUMENTATION OF THE PRODUCTS

13.1. The Customer is the responsible person who shall ensure compliance with the relevant obligations established by national and EU regulations concerning the production and marketing of its Bulk.

13.2. The Customer's product information documentation, which must contain all the information required by the applicable national and EU regulations, shall be kept at the headquarters of the Customer, which shall be responsible for its preparation and subsequent updating as well as its possible provision to the competent authorities. The Customer shall therefore be the holder of the aforementioned documentation.

13.3. At the specific request of the Customer, the Seller shall provide the Product with a certificate of conformity containing data on the graphics, sealing, metrological and correctness of the batch.

14. CHECKS

The Customer, subject to agreement with the Seller related with the terms and conditions, shall also have the right to carry out partial or total inspections of the Products while they are still at the Seller's premises during the production of the Products themselves and subject to prior agreement to that effect with the Seller.

15. SAMPLING

Sampling, if requested by the Customer, shall be performed according to ISO2859-2 general inspection level II.

16. TRACEABILITY

- 16.1. The Seller is obliged to put in place and maintain a program enabling the immediate traceability of the raw materials used for the packaging of the Products.
- 16.2. The Customer is obliged to set up and maintain a program that allows the immediate traceability of the destination of the individual batches supplied to and received by the Seller.

17. COMPLAINTS AND DISPUTES

- 17.1. Upon receipt of the Products, the Customer shall check their correspondence in terms of quality and quantity with respect to the Order.
- 17.2. If the Customer discovers any defects in the Products during the inspection referred to under Article 14, or during the inspections carried out after Delivery, is obliged to report them in writing to the Seller strictly within the time limit of 5 (five) working days from the finding during an inspection referred to in Article 14, or within the time limit of 10 (ten) working days from Delivery of the Products. If the complaint is not communicated in the manner and within the time limit set out in and referred to in these General Terms and Conditions of Sale, the Products delivered shall be deemed to be in conformity and accepted.
- 17.3. In any case, the Customer may not make any claims or make any warranty claims if payment has not been made according to the terms and conditions agreed upon and set forth in the Order Confirmation. In the event of a claim, the Product with defects shall be kept available by the Customer for inspection by the Seller or the appointed insurance company, for a period necessary to carry out the appropriate investigations and assessments. Even in the case of claims accepted by the Seller, the latter shall be liable only for the value of the Products supplied, in no case shall the Seller be obliged to compensate the Customer for damages, whether direct or indirect.
- 17.4. The Customer declares to release the Seller from any liability whatsoever for any damage to property or persons resulting from the incorrect use or storage of the Products, to which the Seller remains in any case extraneous, assuming no obligation either towards the Customer or towards third parties.

18. EXTERNAL LIABILITY

- 18.1. The Parties are aware that each of them may be called upon by law to criminal, administrative and civil liability towards third parties, even for acts that are in themselves attributable exclusively to the other Party, without prejudice to the right of recourse of one Party against the other Party if the liability of the latter is established.
- 18.2. Both Parties shall comply with the legal and administrative provisions relating to the performance of the activities forming the subject matter of the Contract. They shall mutually and promptly notify each other of any non-compliant situations or conducts, cooperating to ensure absolute compliance.

19. INTERNAL LIABILITY

- 19.1. Irrespective of what is provided for by law with regard to liability of a criminal, administrative or civil nature towards third parties, the Parties agree that in their internal relationship, each of them shall take special responsibility for the activities

falling within its area of competence. Accordingly, internal liability shall be governed in accordance with the following criteria:

- each Party shall be liable for what falls within its competence, except in the case of unforeseeable circumstances or proof of due diligence;
- each Party shall be liable due to its gross negligence or willful misconduct.

19.2. If, applying the above criteria, none of the Parties is found to be liable in the internal relationship, both shall request the intervention of an external expert in order to determine the respective liabilities.

20. LIMITATION OF LIABILITY

20.1. In any case, all explicit or implicit warranties not provided for in these General Terms and Conditions of Sale are expressly excluded, insofar as this does not conflict with the mandatory provisions of the law in force, and without prejudice to the liability for gross negligence or willful misconduct of the Seller or the Customer.

20.2. Within the limits set forth in the preceding paragraph, the Seller's liability is also excluded for any damage caused by the Products to the Customer or to third parties or to the Customer's or third parties' property, and in particular in the event of carelessness, inexperience, improper or incorrect use, tampering of the Products by the Customer or third parties.

20.3. It is the Customer's responsibility to verify that the property rights, including intellectual property rights, of others are respected, and that the Products ordered by the Customer are suitable for the Customer's own purposes, applications and manufacturing methods.

20.4. Compensation for the Customer may not, in any case, exceed the price of the workmanship invoiced by the Seller, and may not be offset against the amount owed by the Customer to the Seller as the price of the sale, and shall be paid only after accurate and precise documentation of the damages actually and irreparably incurred by the Customer as a result of the breach, if and to the extent actually attributable to the Seller, following the sending of a debit note issued by the Customer to the Seller.

20.5. Any other legal liability if provided for as mandatory remains unaffected (e.g. product liability under the Consumer Code under Italian law).

20.6. Only in the event of ascertained willful misconduct or gross negligence, the Seller shall be liable to pay in favor of the Customer for damages for loss of profit (so-called lost profit), damage to image and goodwill.

21. CONFIDENTIALITY AND INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

21.1. Any information, documents, drafts, drawings, plans, technical specifications, calculations and other information, that is exchanged between the Seller and the Customer in the execution of the Order Confirmation is considered as confidential. Therefore, the Customer is obliged to maintain the strictest secrecy on such information, disclosure to third parties being completely precluded unless authorized in advance in writing.

21.2. With the sale of the Products, in any way whatsoever, no license inherent in intellectual property rights concerning the composition and/or application thereof, not even

tacitly, is conveyed. The Customer expressly assumes all risks inherent to infringement of intellectual property rights as a result of his use of the Products, either separately or together with other materials.

- 21.3. The Customer is solely liable for any infringement of the rights of third parties and, in particular, of copyrights and rights relating to trademarks, names, designs and patents that him decides to affix to the Products ordered and confirmed, as well as of any reproduction of the form and external appearance of another's product. The Customer indemnifies – and holds – the Seller harmless from judicial, legal and liability effects against acts and actions of third parties claiming infringement of these rights.

22. FORCE MAJEURE

Any liability of the Seller is expressly excluded for any detrimental consequences that the Customer or third parties may suffer as a result of the activity carried out in performing the Contract to which the Customer is liable, if due to accident or force majeure or otherwise unforeseeable and unavoidable events on the part of the Seller or which, even after exercising due diligence, are beyond its reasonable control, e.g. war, internal unrest, natural disasters, accidents, staff strikes or lockouts, breakdowns or malfunctions of equipment and plant, or other special technical difficulties, interruption of supplies by third parties, impossibility of supply, measures or delays or omissions by the authorities, implicit or explicit sanctions against the country of establishment, or inefficiencies or facts of third parties that are in any case not attributable to the Seller.

23. PROTECTION OF PERSONAL DATA

Pursuant to Article 13 of EU Reg. 2016/679 (GDPR), as subsequently amended and integrated, the Parties declare that they are aware that their respective personal data are subject to necessary processing (paper and computer) for the purpose of the conclusion and execution of the Contract, with the fulfilment of the civil obligations arising therefrom. They declare themselves to be informed of the categories of persons to whom the personal data may be communicated and the rights (of access, rectification and cancellation), as well as the identification details of their respective data controllers. They mutually commit to the utmost confidentiality of personal data of which they may become aware, directly or indirectly, voluntarily or accidentally, in the execution of the Contract, whether common or sensitive and of any nature, whether of a technical, economic, commercial or design nature, also mutually adopting precautionary and protective measures on a case-by-case basis suitable to prevent the disclosure, loss destruction, damage, of such data.

24. GENERAL PROVISIONS, APPLICABLE LAW, JURISDICTION

- 24.1. The legal relationship between the Customer and the Seller and, to that effect, the Contract shall be governed by Italian law.
- 24.2. Unless otherwise provided for, the place of performance for all obligations of both Parties to the Contract shall be the place of the Seller's registered office.
- 24.3. The competent court for all legal disputes arising from or in connection with the legal relationship between the Seller and the Customer is the Court of Milan.
- 24.4. The Customer declares that it has carefully read and is familiar with the General Terms and Conditions of Sale (also published on the website www.flexigroup.it) and declares

that it expressly and specifically approves the foregoing clauses, authorizing, even verbally or in any other way, the execution of the Products under the terms set forth in the respective Order Confirmations.

* * *