

DS SMITH HELLAS S.A. – STANDARD SALE CONDITIONS

1. INTRODUCTION

- a) "DS Smith Hellas", "Company", "we" or "our" are DS Smith Hellas; "Customer", "you" or "your" are any Company's customer anyone to whom we are supplying goods or services ("supply"), and "us" are DS Smith and you.
- b) We are registered in Industrial Zone of Thessaloniki, Sindos (pc GR 57022)
- c) We have issued a quotation ("Quotation") and/or an acknowledgment of our agreement to make that supply (the "Acknowledgement"). Both the Quotation and the Acknowledgement incorporate (as integral part) these supply conditions ("Conditions") (except where they are specifically amended in the Quotation or the Acknowledgement) and:
- A specification of the supply (if not, our standard specification will apply)
 - The price agreed
 - The delivery or collection details.
- d) The Acknowledgement and these Conditions (together the "Agreement") is the whole of our agreement for the supply and supersedes any previous agreement we may have had with you in relation to it. No variation to the Agreement is valid unless it is in writing and either signed or specifically agreed to in writing by our authorized representative.
- e) Unless otherwise agreed in writing between us, these Conditions shall apply to and govern any contract between us to the exclusion of all other terms and conditions which may be contained in any quotation, catalogue, price list, order, acknowledgement or any other document (including, without limitation, any terms or conditions which you purport to apply under any purchase order, confirmation of order or other correspondence or documentation).

2. CANCELLATION AND VARIATION

- a) You may cancel your order at any time before the supply is made. If you do, you are to pay DS Smith on demand a reasonable cancellation charge which takes into account all work we have done under the Agreement, all costs we have incurred and any costs we are committed to pay.
- b) If you ask DS Smith to vary your order and agree with DS Smith an appropriate variation to the price and to the time scale for delivery, we agree to make the supply in accordance with those variations.
- c) We may vary the price following your prior agreement by an amount sufficient to cover any significant increase in the cost of materials or other costs we incur to fulfill your order. We may also substitute suitable alternative materials without notice to you unless such substitution will result in a delay, in which case we will advise you of the estimated delay in fulfilling your order. If we are unable to fulfill your order within a reasonable time due to materials being unavailable for reasons beyond our reasonable control, we may cancel the order with no further obligation to you.

3. PRICE

- a) Unless otherwise stated you are to pay, in addition to the agreed price:
- all applicable VAT (or equivalent), import or export duties and any and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory (either directly or indirectly) in respect of the sale, supply, delivery or use of the goods and/or services;
 - in the case of goods: the cost of packaging, carriage and insurance; and
 - in the case of goods: the cost of any artwork, origination and printing stereotypes, the cost of tooling specifically required and die cutting costs.

4. PAYMENT

- a) We will invoice you once the goods have been manufactured or the services provided. You are to pay the invoice within 30 days unless otherwise agreed in writing. If you have a claim against DS Smith, you must notify DS Smith of it promptly and make all reasonable efforts to resolve the dispute amicably.
- b) We are not obliged to supply any goods or services to you while any payment is overdue on this or any other agreement we may have with you.
- c) If any payments is late we may charge you interest at the rate of 3% above the base rate from time to time as provided by law on any overdue payment from the due date for payment until the date payment is made and charge you for all costs we incur in recovering the outstanding payment.
- d) We may set off any sums owed by you to DS Smith against any sums owed by DS Smith to you.

5. WARRANTY, DEFECTS AND INDEMNITY

- a) We warrant to you that the goods at the time of delivery will not infringe the intellectual property rights of a third party within Greece; provided that this warranty shall not apply to goods, specifications, designs, logos, prints, artwork, instructions or other intellectual property provided by you or on your behalf to DS Smith ("Your Materials").
- b) We warrant to you that the goods will be at the time of delivery and only for the next 3 months free from any material defect due to faulty materials and workmanship and that any services will be provided with reasonable skill and care so long as:
- You give DS Smith full details of any defect immediately it becomes apparent; and
 - The goods have not, in our view, suffered excess wear and tear by improper or careless use or storage, excessive improper installation, or the like.
- Subject to the foregoing, and after inspecting the goods we may, at our discretion, repair or replace the defective goods, or take them back and refund the price.
- c) All implied warranties or conditions are excluded to the fullest extent permitted by law.
- d) If you endorse on the delivery note that goods are unexamined and within 3 days of delivery notify DS Smith in writing of any defects we may, after inspecting the goods (and if we are satisfied that their condition has not deteriorated following delivery and in the case of water damage that this was endorsed on the delivery note at the time of delivery) at our discretion repair or replace the defective goods, or take them back and refund the price.
- e) You undertake to indemnify and hold DS Smith harmless from and against any and all liabilities, losses, damages, costs, charges, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, proceedings, claims and demands incurred by or brought against DS Smith:
- Arising directly or indirectly out of or in connection with any breach of any of your obligations under any contract or any willful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods;
 - Resulting from our acting reasonably in accordance with your instructions or from Your Materials (including, without limitation, any claim from a third party that we have infringed any intellectual property rights in the work carried out).

6. DELIVERY OR COLLECTION

- a) We are to use reasonable endeavours to have the supply ready when agreed, but this is only an estimate of the delivery or collection date. You can only refuse to accept delivery after that date if:
- After the date of our Acknowledgement you have sent DS Smith a written notice specifying a deadline date; and
 - We have specifically accepted that deadline date in writing.
- b) Where we are delivering goods to you, you are responsible for unloading them.
- c) Where you fail to take delivery or collect goods in accordance with the Agreement, you must pay on demand our storage and additional carriage costs.
- d) You have no right to reject the supply if it varies from the specification and that variation is not material to their use or functionality or is a variation in quantity which is within 10% of the quantity ordered ("Range") (but we will adjust the price to take account of the variation beyond the Range).
- e) Where the supply is ordered for delivery by installments, each installment shall constitute a separate contract and any failure to deliver any installment in accordance with these Conditions ("Failure") shall not entitle you to treat the Agreement as repudiated. Where a Failure arises, you shall only be entitled to terminate that installment provided that DS Smith has had a reasonable opportunity to remedy the failure.

7. PACKAGING

- a) We decide the appropriate method of packaging. Packages and wrappers are free and non-returnable.
- b) Pallets, carboys and any other packaging identified in the acknowledgment as belonging to DS Smith remain our property and must be returned to DS Smith within one month of delivery. If not we will invoice you for their replacement cost.

8. CUSTOMER APPROVALS

- a) Where you supply us with artwork, prints, designs, logos, instructions or other information to be printed on the goods, you shall be solely responsible for their accuracy.
- b) Where we supply proofs, printing details, artwork or other specimens for you to approve as complying with your order you must do so promptly and in writing. We are not responsible for any delay you cause. Our obligation is to supply the goods in the form you approve. We are not responsible for any errors which you do not identify in writing at the time you give your approval.
- c) All prices we give you for printing are made subject to our receiving suitable copy matter, and are on the basis that we can use our standard range of ink colours. Any deviations may result in an extra charge being made.

9. PASSING OF RISK AND TITLE

- The goods are at your risk
- when you start loading them onto the collection vehicle, if you are collecting them or
 - when you start unloading them at the delivery address, if we are responsible for delivery or
 - from the agreed time for delivery or collection if you fail to accept delivery or to collect the goods as agreed.

10. TERMINATION

- Either of us may terminate this Agreement immediately on written notice if the other is in material breach of an obligation and cannot put it right or does not put it right within 21 days of receiving notice to do so. On termination any then existing claims which either of us has against the other remain in force.
- b) We may terminate this Agreement immediately on notice if we reasonably believe that you will not be able to pay the price or other payments when due and in that event we have no further liabilities under the Agreement.
- c) Provisions relating to warranties, limitation of liability, intellectual property, confidentiality and obligations on termination survive termination or expiration of the Agreement.

11. LIABILITIES

- a) Samples, descriptions, illustrations, forecasts, brochures and other literature we may have supplied show only the general character of the goods and must not be relied on.
- b) We do not seek to exclude or restrict our liability for (i) death or personal injury caused by our gross negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any liability which cannot be limited or excluded by law. As for the rest cases, the Company will be liable for up to 10% of the total amount invoiced to the Customer over the last 12 months, net of taxes.
- c) Where we or our employees or agents negligently damage your property when delivering goods, our total liability to you in respect of an event or series of connected events is limited to fraud or gross negligence. As for the rest cases, the Company will be liable for up to 10% of the total amount invoiced to the Customer over the last 12 months, net of taxes.
- d) Without prejudice to the above, we have no liability (directly or indirectly) for any loss of profit, business, revenue, opportunity, contracts, goodwill; or antiipated saving, wasted expenditure, corruption or destruction of computer data; or for any indirect or consequential loss whatsoever; whether caused by our negligence, breach of contract, tort, breach of statutory duty or otherwise arising out of or in connection with the Agreement.
- e) Neither of us is liable for any failure to fulfill their respective obligations to the other where such failure is due to circumstances beyond their reasonable control.

12. GENERAL

- a) If any license or consent of any government or other authority shall be required for the acquisition, carriage, storage or use of the goods by you, you shall obtain the same at your own expense and if requested by DS Smith, produce evidence of the same to DS Smith.
- b) No benefits are to be conferred on any third party by the Agreement and a person who is not a party to the Agreement shall not have the right under this Agreement to enforce any of its terms.
- c) Any notice hereunder any notice given under the Agreement shall be in writing and served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the registered address of DS Smith or you (as applicable). Any such notice shall be deemed to have been received:
- if delivered personally, at the time of delivery; and
 - in the case of pre-paid recorded delivery or registered post 48 hours from the date of posting,
- provided that if deemed receipt occurs before 9am, on a business day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day.
- d) Each provision of the Agreement is severable and distinct from the others. If any part of the Agreement is or at any times becomes to any extent invalid or unenforceable under any enactment or rule of law in any jurisdiction that does not affect the remainder and all other provisions of the Agreement will continue in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted or amended, that provision will apply with whatever modification(s) as are necessary to make it valid, legal and enforceable. Invalidity or unenforceability in one jurisdiction does not affect validity or enforceability in another.
- e) Where you leave any of your property with DS Smith you do so at your own risk. You must get a receipt for it.
- f) No waiver by DS Smith of any breach of the Agreement by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- g) We are to own all intellectual property created under this Agreement. Subject to payment by you in full for the goods, we grant you a non-exclusive, non sub licensable right to use the goods in the course of your business within the UK.
- h) We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.
- i) You must not novate, assign or otherwise transfer any or all of your rights, interests or obligations under the Agreement without our prior written consent (which will not be unreasonably withheld).
- j) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.
- k) Any reference in the Agreement to communications being written or in writing includes electronic forms of communication such as e-mail. If we communicate with you electronically, it will be effective from when it leaves our mailbox. Any electronic communication from you to DS Smith will be effective when it arrives in our mailbox.

13. GOVERNING LAW AND JURISDICTION

- The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) will be governed by and construed with the laws of Greece.
- b) Except explicitly agreed otherwise, DS Smith and you irrevocably agree and acknowledge that the Greek courts are to have jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to the Agreement or its formation or validity ("Proceedings") and for the purpose of enforcement of any judgment against its property or assets.
- c) Nothing in this paragraph 13 shall (or shall be construed so as to) limit the right of DS Smith to take Proceedings against you in the courts of any country in which you have assets or in any other court of competent jurisdiction nor shall taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.