

1. INTRODUCTION

- a) "DS Smith", "we" or "our" are UAB DS Smith Packaging Lithuania; "you" or "your" are anyone to whom we are supplying goods or services ("supply"); and "us" are DS Smith and you.
- b) We are registered in the Republic of Lithuania with company code 225774450 and our registered office is Savanoriu Ave. 183, Vilnius, Lithuania.
- c) We have issued a quotation (the "Quotation"). Your acceptance (by e-mail or other written form) of this Quotation shall constitute an offer by you to purchase the supply specified in the Quotation upon these sale conditions (the "Conditions"). No offer made by you shall be accepted by DS Smith other than by our written acknowledgement of our agreement to make that supply (the "Acknowledgement") or, if earlier, by DS Smith starting to make the supply, at which point a contract for the supply on these Conditions will be established. Both the Quotation and the Acknowledgement incorporate these Conditions (as may be specifically amended in the Quotation and/or Acknowledgement) and which shall set out:
 - a specification of the supply (if not, our standard specification will apply)
 - the price agreed (the "Price"); and
 - the delivery or collection details.
- d) The Quotation, the Acknowledgement and these Conditions (together the "Agreement") constitute the whole of our agreement for the supply, and supersedes any previous agreement we may have had with you, relating to its subject matter. 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 or referred to 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) or which are implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing.
- e) If there is any inconsistency between the parts of the Agreement, then each part of the Agreement shall take precedence over the next, in the order set out in clause 1(d) above. Save as provided under clause 2, no variation to the Agreement is valid.
- f) Each party agrees that it shall have no remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

2. CANCELLATION AND VARIATION

- a) You may cancel, postpone or amend your order accepted by us at any time, however, no later than 5 (five) business days prior to the order fulfillment day. Updates of a confirmed order shall become valid only after their written confirmation (by e-mail or other written form) by us. If you cancel, postpone or amend your order, 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, and our loss of profit. In cases we cannot make the updates of an order due to a planned production process or for any other reasons and don't confirm them, you must accept and pay for the supply according to a valid Agreement.
- 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, provided this has been agreed in writing by our authorised representative.
- c) We may vary the Price by an amount sufficient to cover any increase in the cost of materials or other costs we incur to fulfil 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 fulfil 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 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; and
 - the cost of packaging, carriage and insurance, ("Costs").
- b) Unless otherwise agreed in the Quotation or the Acknowledgement,

the Price shall be the Price ruling at the date of despatch of the relevant goods to you.

4. PAYMENT

- a) Unless otherwise stated in the Quotation or other written form by us, you must pay the Price and the Costs in advance before the issue of the Acknowledgement. The total amount of the Price and the Costs will be provided by us (by e-mail or other written form) after your acceptance of the Quotation. We will issue you VAT invoice for the Price and the Costs once the goods have been dispatched. You are to pay without set-off, deduction or counterclaim of any kind. 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 to you while any payment is overdue on this or any other agreement we or any other DS Smith Group Company (defined below) may have with you.
- c) DS Smith may at its sole discretion approve in writing a trade credit limit to you and establish payment term for supplies within approved trade credit limit. In such case, the total value of received and not paid for and ordered supplies cannot exceed the established trade credit limit. If issuance of the Acknowledgement would result in exceeding the trade credit limit, you must reduce the total amount of debts, paying previously issued invoices for previous supplies, without waiting for the expiry of the set payment term, or paying for the placed order in advance so that the trade credit limit set for you would not be exceeded at the time of issuance of the Acknowledgement.
- d) DS Smith may any time at its sole discretion reduce or cancel trade credit limit established for you. In such case, invoices, which were issued during the effective term of the previously effective trade credit limit (i.e. before its change or cancellation), must be paid according to the old terms and conditions, irrespective that the new trade credit limit is already in effect, however, such invoices issued earlier (when the old credit limit was still in effect) but still not paid shall be included in the used amount of the new trade credit limit.
- e) If you are in default on the payment terms set for supplies within approved trade credit limit, DS Smith shall be entitled, in addition to other remedies established in the Agreement and applicable legal acts, to unilaterally shorten the payment term and/or to demand advance payment for new or ordered supplies and/or to reduce or cancel the trade credit limit granted and/or not to accept (not to confirm) new orders and/or to suspend production of accepted orders and/or not to transfer the ordered and produced supplies to you.
- f) DS Smith may, acting at its sole discretion, insure trade credits given to its partners (customers) with a relevant insurance company. Therefore, if you are late to pay within the set time limits, we shall retain the right to address insurance company claiming insurance benefits (at the same time assigning the right of claim to your debt).
- g) If any payment is late we may charge you interest at the rate of 0.05% (point zero five per cent) on the overdue amount per each day of delay 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. If you have previously made a late payment to us, we may also at our discretion require you to pay any future amounts upfront, or may require security for any payment, before continuing with or delivering any order.
- h) We may set off any sums that have fallen due and payable by you to DS Smith or a DS Smith Group Company against any sums owed by DS Smith to you. "Group Company" means, in relation to a company, that company, subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

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; 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) No warranty period or expiry date shall apply to our goods, however, you recognize that goods retain their best characteristics 3 (three) months after their production, provided storage conditions of the goods are met. The goods will be at the time of delivery and for 3 months thereafter free from any material defect due to faulty materials and workmanship, provided that:
 - 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 stressing, 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 relevant portion of the Price attributable to the returned goods.

- c) All implied warranties or conditions are excluded to the fullest extent permitted by law. Any samples, illustrations or descriptive material shall be treated as approximate and for guidance only. We shall not be liable for their accuracy.
- d) You shall sign the delivery note and/or any export documentation and examine the quantity and quality (externally visible defects) of the goods at the time of acceptance and shall note down any possible claims on the waybill (all its copies). When recording externally visible quality defects of goods, you must make photos of such defective goods in the vehicle that delivered them (i.e. still before the unloading). The driver of the vehicle must confirm your claims in the waybill regarding the quantity and/or quality (externally visible defects) of goods with his signature. You shall be entitled to make claims as to visibly undetectable defects of goods to us no later than within 3 working days from the day the goods were transferred to you. You must make such claims to us immediately after noticing such quality defects and must give us an opportunity to examine and evaluate goods with quality defects on site. Improperly recorded claims and/or claims submitted later regarding missing quantities and/or defects shall not be accepted and shall not be examined and DS Smith shall not be liable for any defect or quality failure.
- e) You undertake to indemnify and hold DS Smith harmless on demand 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 wilful default or negligence on your part or on the part of any of your officers, employees or agents in relation to the goods; or
 - resulting from our acting reasonably in accordance with your instructions (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 shall use our reasonable endeavours to deliver the goods as stated in the Quotation or the Acknowledgement, but this is only an estimate of the delivery or collection date and we shall not be liable for any loss or damage arising as a result of failure to deliver the goods by that time. You can only refuse to accept delivery after that time 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. If you do not promptly unload and accept the goods, you must compensate us for the transport idle time costs.
- c) Where you are collecting the goods from us, you are responsible for loading and unloading them.
- d) Where you fail to take delivery or collect goods within 3 (three) hours, then we shall have the right to return the goods to our warehouse and you must pay on demand our storage and additional carriage costs as well as any reasonable administration charge or other claim we may have. If you do not take delivery or collect the goods within a reasonable period (not to exceed 30 days) from the original date, then we will be entitled to cancel the Agreement for your material breach and will be entitled to destroy the goods at our sole discretion. In such a case, you must pay us the Price and the Costs and compensate us for goods' destruction costs.
- e) You have no right to reject the supply and ask for any our liability if it varies from the specification and that variation is not material to the use or functionality of the supply 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 within the Range).
- f) Where the supply is ordered for delivery by instalments, each instalment shall constitute a separate contract and any failure to deliver any instalment 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 instalment 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 Acknowledgement 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.
- d) You shall pay to us for production of tools (i.e. printing plates and cutting knives necessary for production of goods intended for you) necessary for production of goods in the same manner as for goods. After you pay us for the tools and we have produced them, they shall become your property. If, in our opinion, tools need to be replaced due to their wear, then the provisions of this clause above shall apply, unless we agree to produce new tools at our own expense (in latter case (i) the newly produced tools shall remain our property and we shall have a right at any time to take any actions with tools, including destroy them, without any your approval or notification to you, and (ii) if you within respective period do not order and buy the minimum amount of goods (as agreed by us) produced by using such tools, then we may ask you to compensate us a part of the costs of producing new tools which part shall be pro rata to the part of minimum amount of goods not ordered and bought by you). We shall store your tools for 12 months as from their last use in production of goods for you but no longer than until the expiry date of this Agreement. After expiry such term, upon our request, you must no later than within 10 days collect tools owned by you and if you fail to collect in due time, tools shall automatically become our property and we shall be entitled to dispose them at our sole discretion (including to destroy them).

9. PASSING OF RISK AND TITLE

- a) The goods are at your risk:
 - when you start loading any of the relevant goods onto the collection vehicle, if you are collecting them; or
 - when you start unloading any of the relevant goods 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.
- b) Title in the goods does not pass to you until (i) we have received payment of the Price and all additional payments due (whether under that order or under any other agreement between us or between you and a DS Smith Group Company) in full, or (ii) goods are transferred to your risk, whichever comes later. Until then you hold the goods as our fiduciary agent, must clearly identify the goods (and any new product into which they are incorporated) as our property, keep them separate from your property and keep them properly stored and insured.
- c) We may require you to deliver the goods to DS Smith in the event that you fail to pay the Price and other payments when due or we reasonably believe that you will not be able to pay the Price and other payments when due. If you fail to do so, we may enter your premises or any third party premises where the goods are stored at any time to repossess the goods (and for these purposes you grant DS Smith, its agents and employees an irrevocable licence to enter any premises where the goods are located).
- d) You shall not be entitled to pledge or charge by way of security any of the goods which remain our property, but if you do so or purport to do so, all money owing by you to DS Smith shall become immediately due and payable and we shall the right to recover our goods in accordance with this clause.

10. TERMINATION

- a) Either of us may terminate the 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.
- b) We may terminate the Agreement immediately on written 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) On termination of the Agreement for any reason, you shall immediately pay to DS Smith all indebtedness to DS Smith with applicable interest calculated in accordance with clause 4.
- d) Subject to clause 10(b), termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination. Clauses which expressly or by implication survive termination of the Agreement include without limitation clause 5(e), this clause 10, clause 11 and clause 13.

11. LIABILITIES

- a) Nothing in these Conditions shall exclude or restrict our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- b) Subject to clauses 5(a) and 11(a), we shall have no liability whatsoever (directly or indirectly) whether in contract, tort

(including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement for any: (i) loss of profit, business, revenue, opportunity, contracts or goodwill; (ii) anticipated savings, wasted expenditure, corruption or destruction of computer data; or (iii) for any indirect or consequential loss.

- c) Subject to clause 11(a) and 11(b) 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 EUR100,000.
- d) Subject to clauses 5(a), 11(a), 11(b) and 11(c), in respect of any claim in contract, tort (including claims for negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Agreement our liability shall in all circumstances be limited, to the maximum extent permitted by law, to 25% of the Price paid for the supply giving rise to the claim.
- e) You acknowledge that the above provisions of this clause 11 are reasonable and reflected in the Price which would be higher without those provisions and you shall accept such risk and/or insure accordingly.
- f) Neither of us is liable for any failure to fulfil their respective obligations to the other where such failure is due to circumstances beyond their reasonable control, provided that this clause 11(f) shall not apply to any obligation to make payments due to DS Smith under the Agreement.

12. COMPLIANCE

- a) In addition to your obligations to comply with applicable laws and regulations, you shall and shall procure that your officers and employees shall:
 - not, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, promise or give (or agree to offer, promise or give) any financial or other advantage with respect to any matters which are the subject of this or any other agreement between DS Smith and you and/or to obtain any benefit for DS Smith which would violate any anti-corruption laws;
 - comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force applicable to you or DS Smith;
 - ensure that neither you nor any of your senior officers have been convicted of any offence involving slavery and human trafficking, nor have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
 - not, when acting in the capacity of a person associated with DS Smith, engage in any act or omission which would constitute a tax evasion facilitation offence or a foreign tax evasion facilitation offence; and
 - not cause, facilitate or contribute to the commission of an offence of failing to prevent the facilitation of tax evasion or any other legal and regulatory anti-facilitation of tax evasion obligations.
- b) If you become aware of any breach or suspected breach of this clause 12, you shall promptly notify DS Smith and we may immediately suspend operation of the Agreement by giving written notice to you, pending an investigation into the breach or suspected breach. You shall assist DS Smith in any such investigation, including by providing DS Smith with access to your personnel, documents and systems.
- c) In addition to our rights in clause 10, if, in our reasonable opinion, you have breached this clause 12, we may, in our sole discretion, on written notice, immediately: (i) terminate any or all agreements between DS Smith and you; and (ii) suspend operation of the Agreement by giving written notice to you.
- d) Each party to the Agreement acknowledges that they act as independent controllers of any personal data processed in the course of this Agreement and shall comply with their respective obligations under the Data Protection Legislation. You agree not to provide or otherwise make available personal data to DS Smith, other than business contact information (for example, business, telephone number, job title and email address). In the event that any personal data is processed by a party in the capacity of a processor in relation to this Agreement, the parties shall enter into a separate written agreement regulating such process in accordance with Article 28 of the GDPR. For the purpose of this clause, "Data Protection Legislation" shall mean the EU General Data Protection Regulation 2016/679 ("GDPR") and applicable laws of Lithuania, and the terms "controller", "personal data" "processed" and "processor" shall have the same meaning as they are given in the Data Protection Legislation.

13. GENERAL

- a) If any licence 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.
- c) Unless otherwise provided in these Conditions, 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 applicable law 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. In our sole discretion, we may terminate the Agreement by not less than seven (7) days written notice to you in the event that we consider that such deletion will have a materially adverse effect on DS Smith's rights under the Agreement.
- e) 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.
- f) All copyright, patent, trade mark, trade secret, design rights, domain names and other proprietary and intellectual property rights whether registered or unregistered in the products, containers and equipment and information and know-how which we may provide in relation to the goods ("**intellectual property rights**") shall (as between you and us) remain vested in us and you shall not acquire any title in such intellectual property rights. You may not copy or imitate the intellectual property rights in the goods, or do or omit to do, or permit any third party to do or omit to do, anything which may damage such intellectual property rights. Any goodwill arising from the use of such intellectual property rights shall accrue to us. Where necessary, you are to assign or procure the assignment of all such rights to DS Smith and, if relevant, shall waive or shall procure the waiver of any moral rights pertaining thereto. 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.
- g) We are responsible for making the supply to you but we may arrange to do so through agents or subcontractors.
- h) 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).
- i) The Agreement and its subject matter are confidential and must not be disclosed to any person without our permission.
- j) Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other party.
- 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.

14. GOVERNING LAW AND JURISDICTION

- a) 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 Lithuania.
- b) Subject to clause 14(c) below, DS Smith and you irrevocably agree and acknowledge that the courts of Lithuania have exclusive 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 clause 14 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 the 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.