

## **1. GENERAL PROVISIONS / SCOPE OF APPLICATION**

- 1.1** All orders for products manufactured and/or marketed by REPACK-S imply the Customer's express and unconditional acceptance of these general terms and conditions of sale. All of our sales are therefore governed by these general terms and conditions of sale (**GTCS**), to the exclusion of any general terms and conditions of the purchaser or any other similar document, regardless of the time at which such a document was transmitted to us.
- 1.2** These terms and conditions cancel and replace any prior provisions, whether written or not.
- 1.3** Our GTCS will be supplemented by Particular Terms and Conditions of Sale (**PTCS**) negotiated with the Customer. In the event of contradiction between the stipulations of these GTCS and those of PTCS, the latter shall prevail.

## **2. PRODUCTS**

- 2.1** Information given in our technical presentations and on our website is only indicative. We reserve the right to make any change in our products' presentation, form, design or material.

## **3. OPENING OF ACCOUNT**

- 3.1** All orders for our products are subject to the opening of an account beforehand. The Customer is required to return the account-opening sheet to us properly filled out. The Customer alone is responsible for the information appearing therein, and is required to inform us of any change in it. We disclaim any and all liability for late /faulty delivery due to information that is missing or erroneous.
- 3.2** In the event of deterioration in the political situation of the country where the Customer is based and/or where the products are delivered (i.e. riots, civil or foreign war, embargo, license withdrawal, currency inconvertibility, pandemic, nationalization....), or deterioration in the Customer's solvency (any late payments), we reserve the right to, at any time, after having so advised the Customer, change the payment conditions, suspend, or require payment in cash of any order or delivery in progress, request additional guarantees, and/or terminate the agreements in progress.

## **4. ORDER**

- 4.1** Orders for products are subject to the GTCS sent to the Customer, which must return them signed as promptly as possible. Without express acceptance, the initial order constitutes implicit acceptance of the GTCS.
- 4.2** All orders must indicate the name, reference, quantity and price of the product, the requested delivered date, the entity to be invoiced, and the agreed place of delivery. We reserve the right to deliver the order in segments.
- 4.3** No cancellation of, or change in, an order will be accepted without our written agreement.
- 4.4** To be definitive, the placement of an order must be documented by our acknowledgement of receipt thereof. Any written acceptance by REPACK-S of an order placed by the Customer verbally, and indicating the information specified in article 4.2 above, that is not contradicted by the Customer within 24 hours of receipt of that written acceptance, is deemed a definitive order.

## **5. DELIVERY**

- 5.1** Unless expressly accepted and agreed to by REPACK-S and the Customer, delivery is made pursuant to the "Delivery at place" DAP Incoterm (CCI 2020 Incoterm). Delivery to the Customer occurs -- by express agreement between the parties and in accordance with that Incoterm -- from the time when the goods are made available to the Customer at the agreed upon place of delivery and on the means of transport, without them having been unloaded. REPACK-S will issue and transmit to the Customer a delivery slip after availability of the goods.
- 5.2** Delivery times depend on the availability of the products and are noted in the price offers only as general indications. Delivery as scheduled will be made only if the Customer is current in its obligations vis-à-vis REPACK-S, regardless of the reason for any deficiencies in that regard.
- 5.3** The products are delivered in quantities that are customarily tolerated.
- 5.4** Delays in delivery do not entitle the Customer to cancel the sale or refuse delivery of the products. Neither shall late delivery justify withholdings, penalties or damages, especially in the event of situations of *force majeure*, stoppages of transport and supplies, administrative decisions or other events beyond our control.
- 5.5** The transfer of risks in the goods delivered occurs -- pursuant to the DAP Incoterm and unless the parties agree otherwise -- as of the date on which the goods are made available to the Customer at the delivery place and on the means of transport, without them having been unloaded. The customs formalities and the payment of taxes and duties related to the importation and unloading of the goods at destination are incumbent on the Customer. The Customer must verify the proper condition of the products at the time of their availability. In the event of a complaint, refer to article 9 of these GTCS.

## **6. RESERVATION OF OWNERSHIP**

The transfer of ownership of the products is suspended until full payment of their price in principal and interest, with the products in stock at the Customer's premises being irrevocably deemed to represent the latter's debts. In the event of a default in payment by the due date, REPACK-S may take the products back and the sale will automatically be rescinded at its discretion. Any instalments already paid will be retained by way of compensation. Also, the Customer is responsible for the products from the moment they are physically handed over at the time of delivery, with the transfer of possession entailing the transfer of risks. Consequently, the Customer commits to subscribe to an insurance contract covering risks of total or partial loss, theft, damage to, or destruction of the products delivered.

## **7. INTELLECTUAL PROPERTY**

It shall be noted that the Customer does not have any right of intellectual or industrial property in the products, packagings, or even documents transmitted by REPACK-S.

## **8. PRICES/ BILLING / PAYMENT**

- 8.1** The prices are those indicated in the quotations. They are valid for two (2) weeks, unless otherwise stipulated in an agreement signed by the two (2) parties. In the event of an increase in the price of raw materials (whether or not due to the product's components and/or packaging), we reserve the right to increase our prices.
- 8.2** Any change in the taxation to which our invoices are subject will automatically be reflected in the invoices involved.
- 8.3** With some exceptions, the invoices are payable in euros by transfer to the bank account indicated in the invoice. In the event of payment by drafts, the Customer is required to return them accepted within 10 days.
- 8.4** Payment is to be made within 30 days of delivery of the product, as described in the aforesaid article 5.1, unless otherwise agreed to.
- 8.5** Orders for services (development, work by our engineering or other department) will be subject to particular billing conditions.
- 8.6** A refusal to accept our drafts or a default in payment of an invoice by the due date results in immediate payment of all the sums owed to us, without advance notice. We reserve the right to suspend the orders in progress and claim compensation.
- 8.7** The Customer is not entitled to suspend payment of any part of an invoice on the grounds of a dispute. Penalties for late payment will be payable automatically, without the need for a reminder, from the day following the due date indicated in the invoice, if the sums owed are paid after that date. In accordance with article L. 441-6 of the Commercial Code, the applicable interest rate shall be that of the European Central Bank increased by 2500 points. Any late payment entails immediate payment of the sums owed and suspension of execution of the orders in progress. In the event of late payment, the Customer will also owe a fixed indemnity of € 40 for the collection costs, without prejudice to the right to claim an additional indemnity in that regard.
- 8.8** The Customer is prohibited from offsetting reciprocal debts and receivables that are certain, liquidated and due. Only credit notes issued by REPACK-S may cancel the invoices issued entirely or partially.

## **9. COMPLAINTS**

- 9.1** In the event of missing items, damage, delays or any other nonconformity, the Customer itself must submit to the carrier any detailed reservations that it deems appropriate within the time and by the means imposed by law.
- 9.2** In order to be accepted by REPACK-S, any reservations or complaints, (i) for apparent nonconformities, must be stated on the delivery slip provided by the carrier and/or on the waybill, at the time that the products are available from the carrier to the Customer, and must be sent to the carrier and confirmed to REPACK-S in writing within 2 business days following such availability, and, (ii) for hidden nonconformities, must be sent to us within 10 business days following the day the products are available from the carrier. Otherwise, the products received will be deemed to be unconditionally accepted.
- 9.3** In the event that the carrier fails to deliver the products to the Customer, and therefore, the products have not been received by the Customer at all, the Client shall so inform REPACK-S in writing ten (10) days following the expected delivery date indicated at the time of the order.
- 9.4** In any event, it is up to the Customer -- if it wants its complaint to be considered -- to (i) provide all information related to the incriminated product (delivery slip, invoice, batch, reference numbers, quantity of products involved), (ii) provide any explanations and documentation as to the reality of the defects reported, particularly by means of photographs of quality taken in the incriminated means of transport or, if appropriate, a dimensional or functional report, and (iii) facilitate our necessary findings. All complaints must be sent to your REPACK-S usual commercial contact in writing.
- 9.5** A complaint is deemed imputable to REPACK-S only if its quality department confirms it in writing. Acknowledgement of receipt of a complaint does not constitute acceptance thereof.

## **10. WARRANTY / LIABILITY**

- 10.1** Products that have been supplied and accepted are not taken back.
- 10.2** The products are guaranteed against all manufacturing defects for 6 months from the delivery date. REPACK-S commits to replace, free of charge, any part that it deems defective pursuant to this guarantee. Replacement parts are also covered for a period of 6 months.
- 10.3** Products that REPACK-S recognizes to be defective or in nonconformity will, at its discretion, be either compensated by a credit or replaced, without any indemnification or damages being payable. Any return of products must be agreed to in writing by REPACK-S beforehand.
- 10.4** The Customer alone is liable with respect to (i) the Product's suitability to the content and/or use, (ii) utilization of the Product, and (iii) alteration due, in particular, to storage and/or handling conditions that are not in conformity with the customary practices for this type of product. Therefore, the Customer alone is liable for any damage as a result thereof.
- 10.5** The guarantee does not apply in the event of a use that is negligent or abnormal, was initially not specified, or is inappropriate. The Customer is responsible for the technical choice and the products' suitability to its needs that led it to order them. If it appears that the products contain a defect, particularly when such is hidden, the guarantee is limited solely to a number-for-number replacement of the defective products, to the exclusion of any direct, consequential, pecuniary or immaterial damage caused by the defect. To be accepted, any request for coverage must be sent to us by registered letter. No credit will be given without the return of the defective parts by the Customer.
- 10.6** No complaint regarding products or billings will be considered more than 6 months after the date of the invoice.

## **11. FORCE MAJEURE**

Our commitments will be suspended and we will disclaim all liability in the event of *force majeure*. Apart from the situations specified by established French jurisprudence, the following events affecting a party are presumed to constitute *force majeure* when they obstruct execution of the order under the conditions agreed to by the parties, and are, in particular, the cause of a shortage in the supply of materials and raw materials required to carry out the order:

- wars (whether or not declared); hostilities; invasions; acts of foreign enemies; extended military mobilisations;
- civil wars; riots; rebellions; revolutions; military putsches; usurpations; insurrections; acts of terrorism; sabotages or piracies;
- monetary and commercial restrictions; embargos; sanctions;
- legal or illegal acts of governmental authorities; compliance with any law or governmental order; expropriations; seizures of works; requisitions; nationalizations; plagues; epidemics; natural disasters or extreme natural events;
- explosions; fires; destructions of equipment; prolonged stoppage of transport, telecommunications, IT or energy systems;
- general work disruptions, such as boycotts, strikes, lockouts, slowdowns, occupancies of factories and premises.

A party that successfully invokes this clause is released from its duty to perform its obligations under the agreement, and from any liability with respect to damages or any other contractual recourse for breach of contract, on the condition that notice of the damaging event is promptly sent by registered letter. If that does not occur, the exemption from liability takes effect as of the day on which the other party gets such notice. When the impediment or the event invoked is temporary, the above consequences apply only for as long as the cause invoked hinders the party's performance of its obligations.

Unless otherwise stipulated, the parties expressly agree that the agreement may be terminated by either party if the duration of the impediment exceeds 120 days. It is also understood that -- in the event of an increase in the price of raw materials necessary for execution of the agreement between the date of the order and the delivery date -- our commitments may be suspended for a period of three months from the notice of this suspension to enable the parties to renegotiate the contractual pricing terms. If the parties fail to reach an agreement at the end of this period of 3 months, the agreement may be terminated without advance notice or compensation to either party.

## **12. ETHICS AND COMPLIANCE**

REPACK-S is committed to an Ethics and Compliance programme based on the underlying principles of Respect, Responsibility and Integrity.

REPACK-S expects the Customer to comply with the international rules and standards and the national laws regarding the fight against fraud and corruption, as well as the international economic and financial rules regarding export controls, respect for human rights, respect for the environment, and competition law. In particular, in its commercial relationship with REPACK-S, the Customer hereby states and affirms that its legal administrators, directors, general managers and employees will, whether directly or indirectly, refuse to propose, promise, offer, authorize, solicit or accept the payment of a sum of money, a gift or any valuable object, or the granting of any unjustified advantage in the context of a sale of Products to any individual, company, public servant, member or candidate of a political party, in order to illegitimately influence the acts or decisions of such persons, particularly for the purpose of obtaining any illegal or illegitimate advantage, or pursuing any other illegal objective. In the event of a violation of the provisions of

this Article, REPACK-S reserves the right to suspend and/or cancel the deliveries or orders of Products and/or put an end to the commercial relationship.

### **13. PROTECTION OF PERSONAL DATA**

The collection of personal data is necessary for the opening of an account, the processing of orders for our products, and execution of our commercial relationships. REPACK-S processes such personal data in accordance with General Data Protection Regulation (GDPR) no.

**13.1 Purpose and scope.** In accordance with the General Data Protection Regulation 2016/679 of 27 April 2016, REPACK-S informs its customers of the processing of collected “personal data”.

**13.2 Personal data controller and addressees.** The personal data of natural persons acting for the Customer’s account are processed by REPACK-S’s personal data controller. The REPACK-S support departments (sales administration, sales, logistics, credit management, accounting, IT and marketing) have access thereto. The personal data may be made available to REPACK-S’s audit and verification companies and to its technical, legal and logistical service providers (“subcontractors” as defined by regulations), solely for the needs of their work. Our affiliates may also be addressees thereof.

**13.3 Characteristics of the processing.** The collection of personal data (particularly commercial or accounting contacts) is necessary for carrying out our commercial relationships. Without such data, your account cannot be created and we cannot perform our contractual obligations for the processing of your orders and its consequences. Unless the persons involved object thereto, and within the limit of their interests and rights, personal data may also be used (i) to meet REPACK-S’s legitimate needs in commercial prospecting; the conducting of studies, surveys or tests on products; commercial statistics; management of your opinion regarding our products; for improvement in our products and for statistics or marketing analysis; or even (ii) to meet our legal, accounting or tax obligations ( management of requests for the right to access, rectify, or oppose the use of, personal data, and the keeping of a list of objections to prospecting in particular).

**13.4 Storage.** Personal data are stored for a period that is necessary for the management of the commercial relationship and for a period of 3 years after execution of your last order and/or, for commercial prospecting, for 3 years from our last contact.

**13.5 Transfer.** Our company does not transfer personal data to a country outside of the European Economic Space.

**13.6 Providing information to the natural persons involved.** The Customer is responsible for informing its personnel of their rights with respect to the processing of personal data by REPACK-S.

**13.7 Right of individuals.** In all situations and within the limits specified by regulations, the natural persons in the Customer’s company, whose personal data are processed by REPACK-S, have the right to access their data, request the rectification, deletion or transfer thereof; as well as the right to request a limitation of the processing of their personal data, object to such processing, and withdraw their consent. They may exercise these rights at any time at the head office’s address or at [contact@repack-s.com](mailto:contact@repack-s.com). In the event of difficulties in the management of its data, any individual may file a complaint with the National Commission for Information Technologies and Liberties: Tel.: 01 53 73 22 22 – Website: [www.cnil.fr](http://www.cnil.fr)

### **14. APPLICABLE LAW / JURISDICTION**

The GTCS (General Terms and Conditions of Sale), PTCS (Particular Terms and Conditions of Sale) and orders are governed by French law (UN Convention for international sale agreements excluded).

Any dispute that REPACK-S and the Customer fail to resolve amicably, related to the GTCS, orders and/or relationships between them is – even in the event of a pursuit for liability, multiplicity of defendants, or proceedings on urgent application -- by express agreement, submitted exclusively to (i) the Commercial Court located in the area of REPACK-S’s head office for customers that have their head offices in France, and (ii) the Commercial Court of Paris for customers that have their head offices outside of France.

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