

# General Terms and Conditions of Purchase

Unless otherwise provided in the Order (or any other applicable contractual agreement, as the case may be), these General Terms and Conditions apply to all purchase orders and contractual agreements for Goods issued and/or signed by Buyer.

No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Supplier and Buyer.

## Article 1 - Definitions

In these GTC, the following terms are defined as:

**"Buyer"**: a company or entity belonging to the Logoplaste Group as best identified in the Order.

**"Delivery Date"**: is the date at which the Supplier shall deliver the Goods to Buyer, in compliance with the Order at the address stated in the Order.

**"Goods"**: any services, materials or equipment, including, if applicable, the corresponding services and documentation.

**"GTC"**: these General Terms and Conditions.

**"Intellectual Property Rights"**: all copyrights, designs, databases, patents, licenses, inventions, drawings, software, trademarks, trade names, utility models, domains, know-how and other proprietary rights, and all registrations and applications, conveyed to the Supplier, or which may arise from the performance of orders related to items specifically intended for the Buyers' use.

**"Logoplaste Group"**: means any corporation or other legal entity which controls, is controlled by, or is under common control of Logoplaste Group, S.à.r.l (including itself).

**"Order"**: the purchase order placed by Buyer to acquire the Goods (or equivalent written agreement).

**"Purchase Documents"** means the GTC, the Order and the Specifications together.

**"Specifications"**: all specifications and/or descriptions of the Goods, mentioned in the Order or in a separate document, agreed by the Buyer in writing, if and whenever applicable.

**"Supplier"**: a person, company or another legal entity selected by the Buyer to supply or provide the Goods.

## Article 2 - Contract

The purchasing contract shall be made up of the following documents, listed in order of importance: (a) the Order; (b) the Specifications, if separate from the Order; (c) the GTC.

Each delivery of the Goods by the Supplier will be deemed to be solely upon the terms and conditions of the Purchase Documents. Any conflicting provisions of a separate written contract or amendment to this document will only prevail if such document is signed by an authorized representative of Buyer. Any conditions set out one-sidedly by the Supplier, such as on its delivery notes or invoices, will not control.

## Article 3 - Orders

Buyer shall order the Goods by placing an Order with the Supplier, describing the Goods, prices, invoicing conditions, payment terms and compensation for late deliveries, if not otherwise agreed between Buyer and Supplier.

The Orders placed by the Buyer are considered final and binding if the Supplier acknowledges receipt of the Order within 5 (five) working days of its date of issuance and accepts to supply the Goods to the Buyer.

As a matter of general rule, any purchase of Goods made by Buyer shall be mandatorily preceded by an Order duly issued and signed by an individual with capacity to bind Buyer as per Logoplaste Group internal corporate policies.

## Article 4 - Supplier Obligations

The Supplier, as a professional, is obliged to advise the Buyer and use professional knowledge when complying with the Purchase Documents. The Supplier shall deliver the Goods in accordance with these documents, as well as with the Specifications and any other needs and requirements as agreed with the Buyer.

In case the Goods are to become part of an industrial operation as conducted by Buyer, Supplier must deploy all reasonable efforts to provide timely technical assistance aimed at always ensuring Buyer's business continuity.

## Article 5 - Delivery times

The delivery of the Goods shall be ruled by the Incoterm set out in the Order. If no Incoterm is specified, the Goods shall be delivered on a DDP (place of destination) basis (Incoterms 2020).

The Supplier shall comply with the Delivery Date stated in the Order. Early and/or partial delivery must be priorly agreed by the Buyer. Any foreseeable delays in complying with the Order must be promptly communicated to the Buyer. However, such notification does not release any of the Supplier's liabilities arising therefrom.

If no compensation for late deliveries is set in the Order, the following will apply: Supplier will be liable for (a) all costs or damages incurred by the Buyer resulting from the full or partial breach of the stipulated delivery times; plus (b) a compensation equivalent to 2% of the total purchase price, for each week beyond the Delivery Date, with a limit of 10% of the total Order value. Said compensation does not prevent Buyer to claim additional damages sustained as a consequence of the delay.

### **Article 6 - Packaging - Delivery - Acceptance of Goods**

It is the Supplier's responsibility to supply, at its own expense, the Goods properly packed to ensure complete protection until delivery.

Unless otherwise provided for in the Order, the Supplier will be responsible to elect the means of transportation of the Goods, and will bear any costs, liabilities and risks until the Goods are delivered to the address set forth in the Order.

Delivery shall take place during normal working hours of the recipient and may be refused if unaccompanied by a delivery note including the full details of the Order.

Signature of the Supplier's or the carrier's delivery will not be deemed as an unconditional acceptance and does not relieve the Supplier or carrier of its obligation to deliver the Goods compliant with the Order and without defects (excluding latent defects). Delivery shall not be considered accepted until it has been checked by the Buyer against the Order and the Specifications quantity and quality-wise.

In case the Goods acquired by the Buyer correspond to equipment and machinery, then these Goods shall only be considered accepted once the conditions defined in Logoplaste FAT (Factory Acceptance Testing) have been met. FAT conditions are agreed upfront with the Supplier.

Buyer will examine the Goods and notify the Supplier of any off-specification Goods, or shortfall in delivery. Supplier will not be responsible for any variation in quality or quantity unless Buyer gives Supplier written notice of a claim of such variation within 30 (thirty) days after acknowledgment of such variation but within a maximum of six (6) months after the receipt of the shipment.

Buyer's weight and/or measurements taken at the delivery point will prevail.

If the Goods are refused or subject to conditional acceptance after inspection, the Buyer may, without prejudice to any additional compensation for damages and/or penalties:

(a) If the Goods correspond to materials and/or equipment acquired: demand from the Supplier (i) a free replacement for the defective or non-compliant Goods; (ii) a total or partial refund of the Price, accrued with the legal interest rate; (iii) repair of the Goods; or (d) if previously agreed with Supplier, have the Goods repaired at a third party of the Buyer's choice at the expense of the Supplier.

(b) If the Goods correspond to services: demand from the Supplier (i) a free replacement for the defective or noncompliant services provided, or (ii) a full reconstitution of the situation as it was prior to the provision of the defective or non-compliant services.

The Supplier shall be responsible for all expenses and risks in connection with the return of refused Goods and the delivery of new or repaired Goods.

### **Article 7 - Price**

Prices set out in the Order are net of any tax, excise or other governmental charge imposed upon the production, supply, sale or transportation of the Goods and shall include all costs of packaging, insurance and carriage for the Goods to the place of delivery. Therefore no additional amounts may be claimed by the Supplier to the Buyer in this respect.

### **Article 8 - Payment**

Payment shall be made in the currency set out in the Order and to the bank account set out in the invoice issued by the Supplier.

If no payment terms have been included in the Order, payment will be due in full net 90 (ninety) days from the latest of (a) the invoice date or (b) the Delivery Date of the Goods in full compliance with the Order.

### **Article 9 - Invoicing**

The Supplier shall send the invoice to the Buyer's accounting department. Invoices shall include Logoplaste's Purchasing Order number, Supplier's VAT number, updated bank account details and where applicable, the delivery note, name of company, address, VAT number, delivery address (if different from company address), contract number (if exists) and other relevant information. Invoice shall detail every amount linking

it to the amount of the Order line it is referred and, possibly, reporting the same description of the lines included in the Order. Buyer will be free of any responsibility of delay on payments caused by the lack of fulfilment of these conditions...

### **Article 10 - Transfer of Title and Risk**

Transfer of title of the Goods shall pass to the Buyer upon delivery of the Goods at the delivery location referred on the Order.

Risk of loss to the Goods will pass to Buyer upon delivery or shipment as defined in accordance with the applicable Incoterm.

### **Article 11 - Performance of the Orders**

Supplier shall be fully liable for the full and complete performance of the Orders, even if said services are subcontracted to third parties as expressly authorised by Buyer, in which case Supplier guarantees that and shall cause its sub-contractors to comply with the Purchase Documents.

If the Supplier provides on-site services to the Buyer, it shall comply with all legal requirements and with the Buyer's applicable site regulations. Prior forecast planning is for guidance purposes only and the Supplier shall not be entitled to any indemnity whatsoever if the Buyer is unable to meet the forecast.

### **Article 12 - Warranty**

Without prejudice to any statutory warranty that may apply, the warranty period for the Goods shall be agreed in the Specifications or in the Order, counted from the Goods' successful acceptance date as acknowledged by Logoplaste. Supplier will either credit or replace at no charge to Buyer any defective Goods.

Supplier warrants that, at the time of delivery, the Goods will meet the Specifications. Supplier also makes warranties of merchantability and fitness for the Buyer's particular purpose when acquiring the Goods.

### **Article 13 - Insurance**

The Supplier shall, at its own expense, take out insurance to cover the Goods until delivery.

The Supplier shall take out and maintain third party liability insurance (including public, professional, and product liability) to cover pecuniary consequences of any liability that the Supplier may incur for personal injury, damage to property or consequential loss caused to the Buyer or to third parties by its

Goods, services or activities. The Supplier shall provide proof of such insurance to the Buyer immediately on request. The Supplier shall also ensure that all its suppliers and sub-contractors also comply with this clause.

### **Article 14 - Indemnification**

Supplier will indemnify and defend and hold harmless the Buyer (including without limitation its parents, subsidiaries, affiliates, partners, co-ventures, and the respective directors, officers and employees of each entity pertaining to Logoplaste Group) from and against any claim, including from the Buyer's customers', as well as any liability, cost or expense, including, but not limited to, injury or death of Buyer's employees, directly or indirectly arising from, connected with, or relating in any way to the Goods sold or supplied (including possession, use, handling, storage, processing, disposal, resale and/or retransfer of the Goods).

These undertakings apply in full whether or not it is alleged or proved that Buyer was concurrently, partially or jointly negligent or at fault or liability without fault is sought to be imposed on Buyer. Expense as used herein will include reasonable attorney's fees and court's costs.

### **Article 15 - Force Majeure**

Supplier and Buyer shall be released from any claim to the extent they are unable to perform any obligation under this order due to Force Majeure. The affected party must give the other notice within 2 (two) working days of the cause of its non-performance and the anticipated extent of delay, as well as when it is able to resume performance, and use reasonable endeavors to overcome the Force Majeure and resume performance. Provided such notice is served within the mentioned period, the affected Party will be released from its obligations as from the date of the force majeure notice to the other Party.

"Force Majeure" means any causes beyond the reasonable control of the relevant Party and which could not have been avoided by the exercise of reasonable diligence, including, but not limited to: imposition of compliance with law, regulation, decree, order or request of any governmental authority, nationalization, expropriation, confiscation, riot, war, public disturbance, fire, flood, earthquake, storm, explosion, acts of God, strikes, lockouts, or inability to obtain raw materials, equipment, fuel or transportation.

To the extent the Goods are not available to Supplier by reason of Force Majeure, the Supplier shall use reasonable endeavors to acquire additional quantities of Goods from other suppliers or from any of its affiliates (if applicable), or otherwise

supplement its available supply of the Goods in order to comply with its undertakings with the Buyer.

The Party not invoking Force Majeure may terminate this Agreement by notice if Force Majeure lasts over a continuous period of 15 (fifteen) days or more.

### **Article 16 - Intellectual Property Rights**

The Supplier represents and warrants the lawful possession of its Goods and those of its sub-contractors to the Buyer, particularly as regards intellectual property rights. The Supplier shall indemnify the Buyer in full for any damage that may be caused to the Buyer or to its customers by any infringement action or action for unfair competition brought against them for use or possession of all or part of the Goods. Supplier agrees to transfer to Buyer the full ownership of all Intellectual Property Rights which may arise from fulfilment of Orders, and to sign any and all documents required for such transfer. The Supplier warrants that any Intellectual Property Rights developed under these GTC do not infringe any third parties' rights.

The Supplier shall not use any Intellectual Property Rights developed under these GTC for any purpose other than the fulfilment of the Buyer's Orders. All Intellectual Property Rights are reserved and may not be reproduced, used exploited, licensed, represented or conveyed to third parties in any way whatsoever without the prior written authorisation of the Buyer. The property rights are of unlimited duration and extend to all territories and to all attaching rights, including the right of use, reproduce, represent, manufacture, affix, translate, adapt or exploit.

### **Article 17 - Data Protection and Cybersecurity**

The Supplier represents and warrants to comply with all applicable laws, regulations and codes relating to the protection of personal data by reference to the services provided herein, including (but not limited to) the General Data Protection Regulation ((EU) 2016/679). Supplier has further taken all technical and organizational measures necessary to protect the information technology systems and data used in connection with Buyer's operation. Without limiting the foregoing, Supplier has used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures.

### **Article 18 - Compliance and Ethics**

Supplier agrees to conduct all business in an ethical and compliant manner and further agrees that: (a) it shall not, directly or indirectly, offer, give, or agree to give gift or thing of value of any kind to any government official or private party for the purpose of influencing the acts or decisions of such government official or private party, or to induce such government official or private party to use his/her influence to affect the official decision or actions of others, in order to obtain, retain, or direct business or to obtain any other improper advantage; (b) it is not included on any applicable restricted party list, including without limitation, the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, all maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the consolidated list of Persons, Groups, and Entities Subject to European Union ("EU") Financial Sanctions, as implemented by the EU Common Foreign & Security Policy.

### **Article 19 - Additional obligations**

Supplier shall comply with all the applicable legislation in force in the country that is purchasing the Goods, considering its intended use, and shall be the exclusive responsible in case any non-conformities or violations arise. That includes, but is not limited to, regarding Food Packaging equipment, considering the principles of hygienic design (accessibility, Cleaning, Drainability, Material Compatibility, Segregation, Surface and Geometry).

### **Article 20 - Environment and Sustainability**

Supplier agrees to conduct its business activity in accordance with the environmental and sustainability principles laid down in Logoplaste "Global Code of Conduct for Suppliers and Contractors", as made available at

<https://www.logoplaste.com/about/guidelines-policies/>.

### **Article 21 - Confidentiality**

Supplier undertakes at all times to treat on a confidential basis all information in connection with the Goods, the Purchase Documents and any and all information made available by Buyer.

Supplier shall solely use any such confidential information in order to perform its contractual obligations towards Buyer under these GTC and the Order.

Supplier shall cause all its members of staff, employees, officers, agents, sub-contractors or consultants, regardless of their actual relationship, to comply with this obligation, being responsible for any breach thereof.

Confidential information may be disclosed to a court or regulatory authorities to the extent deemed necessary (a) as required by law or the rules of any securities exchange; or (b) to the appropriate defense of a party rights, (c) if duly authorized in written by the Buyer; or (d) to the extent that the information has been made public (other than as a result of a breach of any obligation of confidentiality).

### **Article 22 - Termination**

In the event of a failure by the Supplier to perform any of its obligations, the Buyer may terminate or cancel the affected Orders by way of a letter with acknowledgement of receipt, provided that the breach has remained uncured for 10 (ten) days as from the formal notice to the Supplier of such breach, without prejudice to any damages which the Buyer may thereafter seek from the Supplier.

### **Article 23 - Miscellaneous**

Neither party may assign any of its rights or obligations under these GTC without the prior written consent of the other party, which consent will not be unreasonably withheld, without prejudice to the Buyer's right to assign its position to a company or entity within the Logoplaste Group.

Supplier agrees that it shall comply with and abide by, all applicable laws, rules, regulations, orders and ordinances (now existing or that may be hereafter enacted or promulgated) and it will not supply or provide any Goods, or any technical information disclosed by Buyer, in violation of such laws.

### **Article 24 - Jurisdiction – Applicable law**

Unless otherwise provided in the Order, any questions concerning the execution, interpretation or performance of any of the Purchase Documents, or any disputes arising between the parties in connection hereto, will be governed by the laws of Portugal, excluding the application of the United Nations Convention on Contracts for the International Sales of Goods and without regard to the principles of the conflicts of laws.

Any disputes resulting thereof will be brought before the Courts of Lisbon.

### **Article 25 - Acceptance of the GTC**

The GTC are deemed to be acknowledged and accepted by the Supplier whenever the Supplier, after receiving the GTC, (a) does not oppose to its content and starts or continues supplying the Goods, or (b) grants its express consent to the GTC.

The Supplier has read and accepts these General Terms and Conditions unreservedly.

**Version 2.0**

**August 2022**