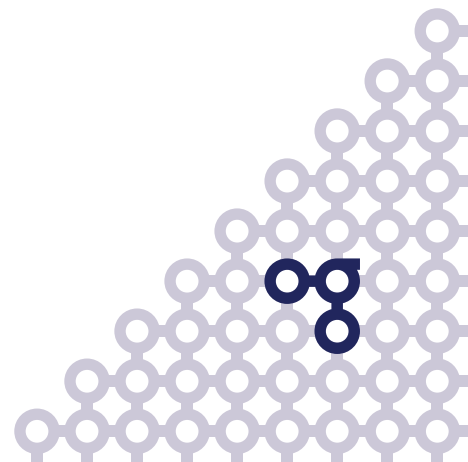




General Terms and  
Conditions of Purchase  
Logically Packaging & Parts B.V.  
2024



Logicall Packaging & Parts B.V., a private company with limited liability, having its registered office and principal place of business in Venlo, the Netherlands, listed in the trade register of the Chamber of Commerce and Industry in Venlo under number 0000000, hereinafter: "Logicall".

In these General Terms and Conditions of Purchase, hereinafter: "these General Terms and Conditions of Purchase", the following terms are defined as stated below:

- Supplier: the party with whom the delivery of moveable property and/or the Provision of Services is or has been agreed in writing;
- Products: moveable property that is delivered pursuant to a contract between Logicall and Supplier;
- Provision of Services: the performance of work.

## 1. Applicability

- 1.1 These General Terms and Conditions of Purchase apply to all offers, orders and contracts with regard to the delivery of Products and/or Provision of Services to Logicall, unless they have been deviated from in writing in special cases.
- 1.2 These General Terms and Conditions of Purchase form part of all contracts in which Logicall acts as purchaser or client.
- 1.3 These General Terms and Conditions of Purchase apply in full, unless otherwise agreed in writing.
- 1.4 The applicability of general terms and conditions used by Supplier are explicitly rejected, unless these are explicitly accepted by Logicall in a written contract.
- 1.5 If Supplier uses the services of third parties in any form whatsoever, Supplier will stipulate that these third parties must also be bound by these General Terms and Conditions of Purchase.
- 1.6 If these General Terms and Conditions of Purchase are amended by Logicall in the interim, the amended version will form part of every contract concluded between Logicall and Supplier after the effective date of the amendment.
- 1.7 In the event of any conflict, the conditions and provisions of the contract will take precedence over those of these General Terms and Conditions of Purchase.
- 1.8 If any provision of these General Terms and Conditions of Purchase is null and void or is voided, the remaining provisions of these General Terms and Conditions of Purchase will remain effective in full, and Supplier and Logicall will consult in order to agree on new provisions to replace the void or voided provisions, taking into account the objective and purport of the void or voided provision as much as possible.

## 2. Formation of the contract

- 2.1 All offers by Supplier must be made in writing, such as by e-mail, unless otherwise agreed in writing or for as long as indicated by Logicall.
- 2.2 Each offer of Supplier is irrevocable for a period of thirty (30) days after it is received by Logicall.
- 2.3 A contract is not concluded until Logicall has accepted the offer of Supplier in writing or has confirmed oral acceptance in writing.
- 2.4 In the event that drawings, models, specifications, instructions, inspection regulations and the like provided by Logicall or approved by Logicall are used in the performance of the contract, these will form part of the contract.
- 2.5 Amendments or supplements to the contract can only be made in writing.

### 3. Price

- 3.1 The agreed price is fixed, unless the contract between Logicall and Supplier specifies the circumstances which may lead to price adjustment, as well as the manner in which the price adjustment will take place.
- 3.2 Any price adjustments can only be effected after Logicall has agreed to such adjustment in writing.
- 3.3 Should circumstances arise after conclusion of the contract which could not be foreseen at the time of conclusion of the contract and which affect price-determining factors such as wage costs or prices of materials, Supplier will not be entitled to charge Logicall a price increase for this, unless Logicall has agreed thereto in writing.
- 3.4 The agreed price is exclusive of sales tax (VAT). The invoice will separately mention: the agreed price, the VAT, a specification of the delivery as well as the name of the contact person of Logicall.
- 3.5 The agreed price is inclusive of all costs and rights, transport insurance, packaging, travel and accommodation costs, inspections, tests, certificates, instructions for use and the like, unless agreed otherwise in writing.
- 3.6 The agreed price is in Euros (€), unless otherwise agreed in writing.
- 3.7 The prices are based on Free Carrier (FCA) and are stated in the offer of Supplier. Logicall must always be given the opportunity to purchase the Products Ex Works (EXW) or Free Carrier (FCA).

### 4. Delivery conditions

- 4.1 Delivery takes place in consultation and is recorded in writing on the purchase order as FCA, at the agreed place of delivery, at the agreed time and within the agreed period, unless otherwise agreed in writing.
- 4.2 The provisions under paragraph 1 of this article entail that with regard to all forms of transport, Logicall will be given the opportunity to arrange the transport and will bear the costs until the agreed place of delivery, or at least until the place mentioned under paragraph 3 of this article, including unloading and any transit. Supplier will arrange any transit formalities and will import and pay all costs, import duties and VAT, insofar as applicable in accordance with agreed Incoterms. With regard to the insurance, there are no agreements other than those arranged by Supplier.
- 4.3 If, prior to the delivery, Logicall requests that delivery take place at a location other than the previously agreed location, Supplier will be obliged to comply with this.
- 4.4 Logicall reserves the right to refuse or return non-agreed deliveries or partial deliveries at the expense and risk of Supplier. In the event that the agreed quantities and/or quality are not delivered, and in the event that this deviation is greater than previously agreed, Logicall is entitled to refuse the excess and, in the event of less, to return the entire delivery at the expense of Supplier.
- 4.5 At the request of Logicall, Supplier is obliged to provide Logicall with a production/implementation/delivery schedule and/or to cooperate with the monitoring of quality and progress.

## 5. Delivery date

- 5.1 Supplier is obliged to perform the contract within the period or periods specified in the contract.
- 5.2 The day and any time stated in the contract will apply as the time at which the Products must be delivered or the services must be provided.
- 5.3 The written consent of Logicall is required if Supplier wishes to perform the contract early in any way. Even in the event of early performance, Logicall will pay within the payment term agreed for the originally agreed delivery date.
- 5.4 In the event that Logicall is unable to receive the delivery at the agreed time due to special circumstances, or is unable to provide the services to be rendered, Supplier will postpone the delivery or the services to be rendered at the request of Logicall for a reasonable period to be determined by Logicall.
- 5.5 The delivery period stated in the contract is binding and will be regarded as a strict deadline. If Supplier expects that the delivery time will be exceeded, it will notify Logicall in writing without delay, stating reasons, without prejudice to the provisions in the following paragraph of this article.
- 5.6 In the event the delivery period is exceeded, Logicall is entitled to cancel the contract out of court by means of a registered letter with acknowledgement of receipt, provided that this is reasonable, without any notice of default being required. All this subject to all the consequences as described in these General Terms and Conditions of Purchase in the Article: "Cancellation". Logicall will not be entitled to cancel the contract if the Supplier can prove that its interests would be harmed more in the event of cancellation of the contract than the interests of Logicall in the event of delayed performance of the delivery. In such case, Supplier will be liable for the damage suffered by Logicall.
- 5.7 If the delivery time is exceeded as a result of force majeure on the part of Supplier or as a result of Products, the Provision of Services, drawings, calculations and other data deemed necessary for Supplier not being made available on time, no right will arise to cancel the order or to cancel the contract, to refuse Products or the Provision of Services or to claim any compensation, provided that Logicall declares in writing that it agrees to the delivery period being exceeded.

## 6. Conformity

- 6.1 The Products delivered must be in accordance with the contract: they are not in accordance with the contract if they do not possess the properties which Logicall could expect on the basis of the contract.
- 6.2 To the extent that no further description is given of the requirements that the Products must meet, the Products must at least be of good quality and meet the usual requirements of soundness, efficiency and finish.
- 6.3 Logicall cannot claim that the Products do not comply with the contract if it does not notify Supplier of this within four (4) weeks after discovery thereof. However, if Supplier inspects or monitors the Products, notification of any shortcomings which it should reasonably have discovered in the process must be made within four (4) weeks of the completion of the inspection or monitoring.
- 6.4 Products to be delivered must meet the requirements as instructed by Logicall. Raw materials can be either virgin or recycled. These materials must be in accordance with the offer and approved samples. The final production volumes must be delivered in accordance with the samples received.

## 7. Implementation and quality of Provision of Services and additional services

- 7.1 The results of the Provision of Services must comply with the provisions of the contract. The Provision of Services must be in accordance with high standards. Supplier will only use reliable and skilled personnel for the Provision of Services.
- 7.2 If, in the opinion of Logicall, the Provision of Services and any additional services have not been performed in accordance with the requirements set out in the contract and/or the personnel of Supplier do not comply with all the conditions of the contract in the performance of their work, Logicall will notify Supplier thereof without delay. Supplier will immediately take all necessary measures to ensure that the Provision of Services and any additional services are performed in accordance with the requirements set out in the contract.
- 7.3 If Supplier discovers during the Provision of Services that additional work is required which could not reasonably have been foreseen at the conclusion of the contract, Supplier must report this to Logicall as soon as possible. Logicall will not accept any additional costs if it has given its prior written approval.

## 8. Quality, Warranty and Inspection

- 8.1 With regard to the performance of the contract, Supplier will comply in full with all relevant governmental laws and regulations and will hold all permits required by law, and will act in accordance therewith.
- 8.2 The warranty documents are in the Dutch or English language.
- 8.3 Logicall is entitled to inspect the Products at all times. The inspection may take place prior to, during or after the delivery.
- 8.4 In the event of rejection after delivery, the risk and ownership will remain with Supplier. Logicall will notify Supplier in writing of any rejection of the Products.
- 8.5 Any payment of invoices by Logicall will explicitly not imply its approval of the Products.
- 8.6 In the event of rejection, all costs resulting therefrom will be borne by Supplier and Logicall will be entitled, without prejudice to all its other rights, including to suspend payment, to give Supplier the opportunity to ensure proper performance of the contract.

## 9. Payment

- 9.1 Invoicing by Supplier will take place after the Products have been delivered and/or the services have been rendered, unless this is deviated from by written contract with Logicall.
- 9.2 Supplier will issue invoices for the amounts to be paid by Logicall for the Products delivered and/or services rendered. The invoices will contain at least the following information: order number, invoice date, specification of the Products delivered and/or services rendered and quantities, name of client, VAT. Invoices will be sent by e-mail or, if e-mail is not possible, by post to the invoice address specified in the contract. Supplier will act in accordance with the instructions of Logicall with regard to invoicing.
- 9.3 Logicall will settle invoices within forty-five (45) days of receipt, unless a payment discount has been agreed for payment within eight (8) days, provided that these invoices comply with the details specified in this article and unless the situation described in this article arises. If the invoice does not comply with the details as stated in this article, Logicall will notify Supplier as soon as possible.
- 9.4 If Logicall considers that a Product delivered is defective and/or the Provision of Services have not been performed properly, Logicall will be entitled to refuse payment or to suspend its payment obligation with regard to the Products delivered and/or the Provision of Services about which it has complained.
- 9.5 If Logicall disputes an invoice, in whole or in part, or if the invoice has been drawn up or submitted incorrectly in any way, Logicall will be entitled not to pay the disputed amount. Logicall will inform Supplier of the reasons and the parties will resolve such a dispute as quickly as possible.
- 9.6 The documents belonging to the Products, such as certificates, packing lists, maintenance instructions and the like, must be delivered together with the Products and/or services.
- 9.7 Payment of an invoice does not waive any rights and claims that Logicall may have against Supplier.

## 10. Transfer of rights and obligations

- 10.1 Supplier is not permitted to transfer the contract to third parties without the express consent of Logicall; Logicall is entitled to attach conditions to such consent.
- 10.2 Supplier remains fully liable and responsible with regard to the Provision of Services or Products delivered by third parties in connection with an order of Logicall.

## 11. Packaging and transport

11.1 Supplier will ensure proper packaging, so that the Products can be transported to the subsequent destination properly and can be unloaded safely and in good condition.

Supplier will be responsible for ensuring compliance with national and international regulations on packaging and transport, both with regard to itself and with regard to the carriers contracted by it.

11.2 All packaging, with the exception of loaned packaging, becomes the property of Logicall upon delivery. If Logicall so wishes, Supplier must take back the packaging without charging Logicall for this.

11.3 Loaned packaging must be clearly marked as such by Supplier.

11.4 The return of loaned packaging will take place at the expense and risk of Supplier to a destination to be specified by Supplier.

11.5 Supplier must strive to package the Products in such a way that they cause the least possible environmental impact. Supplier must ensure that the manner of packaging of the Products as well as the packaging itself cannot in any way pose a threat to safety, well-being or health. All this is assessed according to the state of knowledge at the time of delivery.

## 12. Environmentally hazardous substances

12.1 Prior to the conclusion of the Contract, Supplier must report in writing whether the Products offered and to be delivered contain substances harmful to the environment which may be released during normal use, as well as during repairs, maintenance or calamities, the removal, storage, dumping, relocation, disposal or destruction at the end of the lifespan of the Products concerned.

If this is the case, Supplier will attach clear instructions to the delivery with preventive measures on how any release should be prevented. In addition, Supplier must indicate the measures to be taken to protect the personnel of Logicall in the event of a release of these substances.

## 13. Risk and passing of ownership

13.1 Ownership of the Products will pass to Logicall in accordance with the agreed Incoterms.

13.2 If partial payments are made by Logicall within the scope of the contract in anticipation of the entire delivery, Supplier hereby grants Logicall ownership of each individual item, including parts and materials, from the time it is present at the premises of Supplier. This will also apply in the event Supplier has commenced manufacture, insofar as partial payments relate to such Products or manufacture.

13.3 If partial payments are made by Logicall within the framework of the contract to provide a service or advice in anticipation of the entire delivery of this service or advice, Supplier will grant Logicall ownership of the rights to that part which has already been delivered. Logicall will be entitled to freely make use of these partial services or advice, as stipulated in the original contract.

13.4 Supplier must mark the property of Logicall as such and keep it safe until delivery to Logicall. Supplier will not grant third parties access to these Products or display them at exhibitions or make them available to third parties without the prior written consent of Logicall.

## 14. Confidentiality

14.1 Supplier, its personnel and those hired by Supplier are obliged to maintain complete confidentiality with regard to all data which comes to their knowledge pursuant to the relationship with Logicall. Supplier is prohibited from using the said information for its own purposes or for the purposes of third parties.

14.2 Supplier will be liable for all damage resulting from acting in breach of the obligations in this article.

14.3 The obligation to maintain confidentiality will remain in effect, including after performance of the contract.

## 15. Intellectual property

- 15.1 Supplier will indemnify Logicall and hold it harmless against all losses which may arise as a result of any infringement or alleged infringement by or on account of Supplier of any intellectual or industrial property right or other third-party right whatsoever.
- 15.2 Logicall will retain ownership and copyright with respect to the drawings, estimates, diagrams, designs and the like provided by Logicall. These may not be copied, in whole or in part, and/or shown or handed over to third parties, or used by Supplier for the manufacture of Products or the execution of similar works for third parties, without the express permission of Logicall.
- 15.3 The intellectual property rights to all information produced and/or provided by Supplier within the framework of the contract remain vested in Logicall at all times. Logicall thereby acquires the free right of use. The fee for this right of use is included in the price.

## 16 Changes

- 16.1 Logicall is entitled, on reasonable grounds, to request changes to the order size and/or the quality of the Products to be delivered and/or the Provision of Services. Logicall is entitled to make modifications to drawings, models, instructions, specifications and the like with respect to the Products to be delivered or the Provision of Services.
- 16.2 If, in the opinion of Supplier, a change has consequences for the agreed price and/or delivery date, before proceeding with such change Supplier will inform Logicall thereof in writing within five (5) working days. If these consequences for the price and/or delivery period are, in the opinion of Logicall, unreasonable in relation to the nature and scope of the changes, Logicall will be entitled to cancel the contract, unless this would be unreasonable in view of the circumstances.
- 16.3 Cancellation on the grounds of the previous paragraph does not give either party a right to compensation for any damage.
- 16.4 Supplier is not permitted to make changes to Products or the Provision of Services or to execute them without a written order or written permission from Logicall.

## 17 Liability

- 17.1 Supplier will be liable for all losses suffered by Logicall or third parties due to a defect in its Product, which as a result does not provide the safety that one is entitled to expect.
- 17.2 Supplier is liable for all losses suffered by Logicall or third parties as a result of acts or omissions of itself or its personnel or those involved by it in the performance of the contract.
- 17.3 Supplier will indemnify Logicall against claims by third parties for compensation of damage on the basis of liability, as referred to in the two preceding paragraphs, and will, at the first request of Logicall, reach a settlement with these third parties or defend itself in court, in lieu of or jointly with Logicall - all this at the discretion of Logicall - against liability as referred to above.
- 17.4 For the purposes of this article, personnel of Logicall are also regarded as third parties.
- 17.5 Logicall may require Supplier to insure itself against liability and allow Logicall to inspect the policies if so desired.

## 18 Termination

- 18.1 If Supplier fails to perform any obligation under the contract or any other ensuing contracts, or fails to perform them on time or properly, as well as in the event of bankruptcy or suspension of payments and in the event of a shut down, liquidation or takeover or any similar situation affecting the business of Supplier, Supplier will be in default by operation of law. In such cases, Logicall is entitled to unilaterally terminate the contract, in whole or in part, without notice of default and without judicial intervention by means of a registered letter with acknowledgement of receipt to Supplier and/or to suspend payment obligations and/or to transfer the performance of the contract, in whole or in part, to third parties for the account of Supplier without Logicall being liable to pay any compensation, without prejudice to any other rights to which Logicall is entitled, including the right to full compensation.

**19 Force majeure**

19.1 If one of the parties cannot fulfil all or part of its obligations under the contract as a result of a non-attributable failure (force majeure), the performance of the contract will be suspended for as long as it cannot be performed without the parties being obliged to pay compensation to each other.

19.2 The party claiming non-attributable failure must notify the other party within twenty-four (24) hours of the force majeure situation occurring. The first-mentioned party will provide evidence to the other party to substantiate the invocation of a non-attributable failure.

19.3 Events such as strikes and work stoppages will not constitute grounds for a claim of non-attributable shortcoming, nor shall non-performance by suppliers or others from whom Supplier procures Products and/or services.

19.4 If the force majeure situation lasts longer than thirty (30) calendar days, or if this longer duration has already been established, the other party will be entitled to terminate the contract in writing with immediate effect. The parties will not be liable to each other for compensation.

**20 Applicable law and competent court**

20.1 All contracts to which these General Terms and Conditions of Purchase apply are governed by Dutch law. All disputes arising from or related to a contract concluded between Logical and Supplier will be exclusively submitted to and settled by the competent court in Roermond, insofar as legal provisions do not dictate otherwise.