

## GENERAL TERMS AND CONDITIONS OF SALE OF DESMEDT BV

### Article 1 - Definitions

1.1. Hereinafter, "Desmedt" is understood to refer to: Desmedt bv, with registered office located at Cesar van Kerckhovenstraat 110, Fountain Business Park bld. 6, 2880 Bornem, registered in the CBE under number 0405.891.946 and with general e-mail address info@desmedt.be.

1.2. Hereinafter, "Client" refers to the natural or legal person who has commissioned Desmedt to manufacture items, perform work, sell products or provide certain services and whose details are stated on the front of the present document.

### Article 2 - General

2.1. These general conditions apply to all offers, quotations, work orders, agreements and deliveries of Desmedt. The Client confirms to have read and accepted the present general conditions. Acceptance of these general terms and conditions also entails that the Client waives the right to invoke its own general and/or special terms and conditions that conflict with these terms and conditions and that will therefore be rendered ineffective and disregarded insofar as, in the negotiated agreement between the parties, it was agreed not to apply them.

2.2. Deviating agreements shall only be binding if they have been expressly agreed between the parties in writing.

2.3. Desmedt contracts only with natural or legal persons who use the products or services offered exclusively in the context of their professional activities. The Client confirms that its order and/or assignment falls within the scope of its professional activity.

### Article 3 - Offers

3.1. Desmedt's quotes are always free of obligation and are subject to written acceptance of the order by Desmedt and sufficient stock.

The mere submission of a quotation, budget, pre-calculation or similar communication, whether or not designated with the heading "offer", cannot be considered an offer and therefore does not oblige Desmedt to enter into an agreement with the Client.

In other words, the agreement between Desmedt and the Client comes into effect only after acceptance of the order by Desmedt.

3.2. The offer price applies only to the order stated in the offer and for the duration stated therein. If no duration is stated, the offer is valid for a period of five working days after dispatch.

3.3. Quotations are confidential and may only be communicated to third parties with Desmedt's written consent.

3.4. Desmedt is entitled to charge a fixed administrative cost of €100 for the preparation of quotes that do not result in an order.

### Article 4 - Quotation

4.1. All prices quoted are exclusive of VAT and other government-imposed taxes and duties.

4.2. The price quoted by Desmedt applies only to the goods and/or services in accordance with the quantities and (technical) specifications stated in the offer.

4.3. An offer price should always be considered as a whole. The prices stated in the offer apply only to the total of all the goods and/or services stated in the offer. There is no obligation to contract or deliver part of the total goods and/or services at the amount stated for this part in the quotation or at a proportionate part of the price stated for the whole.

4.4. Desmedt is not bound by any printing or typing errors and/or manifest mistakes or calculation errors in its quotations. All quotations, specifications and information are non-binding and indicative.

### Article 5 - Price changes

5.1. Desmedt is entitled to increase the agreed price if one or more of the following circumstances occur after the conclusion of the agreement: an increase in the cost of raw materials, energy or services required for the execution of the agreement, an increase in shipping costs, wages, employer's contributions, social insurance, costs associated with other terms and conditions of employment, the introduction of new and/or an increase in existing taxes on raw materials, energy or residual materials, a significant change in currency exchange rates or, in general, circumstances comparable to one of the previous points.

5.2. The Client shall deliver files and documents required for execution of the order in current and readable file formats, or in the file formats described in the quotation.

Unclear or unconventional data files or documents or their transfer via defective data carriers, which generate more work or costs for DESMEDT to prepare the order for printing than is usual or reasonably foreseeable, shall grant the right to an increase in the agreed price. Extraordinary or reasonably unforeseeable processing difficulties arising from the nature of the materials and products to be processed are also grounds for increasing the agreed price.

5.3. Desmedt is also entitled to increase the agreed price if the Client makes changes to the originally agreed quantities and/or (technical) specifications, including author's corrections or revised instructions after receiving working drawings, models and typesetting, printing and other proofs. Desmedt will cooperate with these changes within reasonable limits, if the content of the service to be performed by it does not differ substantially from the originally agreed commission.

### Article 6 - Order and cancellation

6.1. Orders should always be placed in writing by the person authorized to commit the Client.

6.2. The Client is only entitled to terminate the agreement prior to execution, in other words, up until the moment when Desmedt starts the material execution of the agreement, subject to payment of a fixed compensation of 10% of the price stated on the order, without prejudice to Desmedt's right to prove higher damage. Such damages include the losses suffered by Desmedt, the loss of profit and the costs already incurred by Desmedt in preparation for material execution (including hours already worked, reserved production capacity).

The same compensation scheme applies to the Client when Desmedt unilaterally cancels an order/assignment. As soon as Desmedt has purchased the production materials for the order and/or started the material processing of the order, no further termination of the agreement is possible. If the Client still cancels an order/assignment at that time, in addition to compensation for the work already performed and materials already purchased, Desmedt is entitled to claim 50% of the amount of the quotation/the specifications as liquidated damages, without prejudice to the right to claim higher compensation in the event that greater damage is proven to have actually been suffered. The same compensation scheme applies on behalf of the Client if Desmedt unilaterally breaks an order/assignment.

### Article 7 - The proof

7.1. At the Client's request, Desmedt shall provide a simple proof, e.g. laser print or PDF. Any proofs, e.g. in true colors and/or on edition paper, will be charged extra to the Client.

7.2. The Client is obliged to carefully examine the proofs received from Desmedt for (content and visual) errors and defects and to return them to Desmedt corrected or approved within 5 working days at the latest. If no response is received within 5 working days, the proofs are deemed to have been approved.

7.3. Approval of the proofs by the Client is deemed to be unconditional recognition that Desmedt has correctly performed the work preceding the proofs.

7.4. Desmedt is not liable for deviations, errors and defects that have gone unnoticed in proofs approved or corrected by the Client.

7.5. Any proofs produced at the Client's request will be charged in addition to the agreed price, unless it has been expressly agreed that the cost of these proofs is included in the price.

### Article 8 - Corrections

8.1. The Client must communicate its comments and corrections to Desmedt clearly, in writing and without delay, at least before handing over the "ready for press" approval. Desmedt cannot be held liable for the non-execution or incorrect execution of corrections communicated orally, or corrections communicated incorrectly, partially and/or late. Desmedt must correct the typesetting or word splitting errors indicated by the Client, but is not responsible for linguistic, grammatical or spelling errors. The Client alone is responsible for this, which it expressly and unconditionally accepts.

8.2. Modifications to the original order, of any kind, shall be charged additionally to the Client and shall extend the execution period by the time required to implement these changes. This also applies to machine downtime pending "ready for press".

8.3. Desmedt is entitled to charge the Client for prepress and other work additionally on a cost-plus basis if the material supplied by the Client does not correspond to the technical specifications given or if additional changes are requested.

### Article 9 - Ready for press

9.1. The submission by the Client of a dated and signed "ready for press" discharges Desmedt from all responsibility for errors or omissions detected during or after printing, except in cases of intent or gross negligence. Article 18.5 regulates the extent of liability. The "ready for press" remains the property of Desmedt and serves as evidence in case of dispute.

9.2. If, at the Client's request, the "ready for press" approval is given on Desmedt's premises, the latter will be entitled to invoice the Client for each hour of delay attributable to the Client. Time will thereby begin to run from the time agreed upon between the parties. Each hour started shall be considered a full hour.

### Article 10 - Deviations

10.1. For raw materials processed by Desmedt, the Client accepts the tolerances imposed by the manufacturers of these materials.

10.2. A tolerance margin of 10% more or less than the ordered number of copies is applied, which means that Desmedt may deliver and invoice 10% (with a minimum of one thousand copies) more or less than the ordered number of copies. The less or more copies will be settled at the unit price stated in the order.

10.3. Deviations between the delivered work on the one hand and the original design, drawing, copy or model and respectively the proof, on the other hand, cannot constitute grounds for rejection, discount, dissolution of the agreement or price reduction or compensation, if they have no or only a limited influence on the use value of the work.

10.4. All orders shall be performed with the normally available raw materials. Special requirements such as ink lightfastness, suitability for foodstuffs, etc. must be stated by the customer at the latest when the quotation is requested. If they are subsequently made known, this may result in a price adjustment or possibly the termination of the contract with compensation by the Client for all work already carried out and materials already purchased and a compensation of 50% of the amount of the quotation/the specifications as liquidated damages, without prejudice to the right to claim a higher compensation in the event that greater actual damage is proven.

10.5. The perfect conformity of the colors to be reproduced, as well as the perfect immutability of the inks and the perfect immutability of the inking and of the register are never guaranteed by Desmedt who only has commitments of means.

10.6. Deviations inherent to the nature of the work to be performed are expressly accepted by the Client.

10.7. The number of labels per roll or roll diameter stated on the quotation are only an indicative maximum. If the Client orders a certain number of labels, Desmedt shall be entitled to distribute this over a number of rolls to be determined by it.

### Article 11 - Delivery

11.1. Delivery takes place on Desmedt's premises, unless otherwise agreed. Packaging and transport are at the Client's expense. The risk of damage or destruction of the goods during transport is borne by the Client, whereby transport also includes sending digital files and/or data via the Internet.

11.2. If the parties agree that the goods shall be delivered to another location, this shall be at the Client's expense, risk and liability.

11.3. The receipt of Desmedt's goods by the carrier/Client is proof of acceptance of all visible defects, unless the contrary is evident from the delivery note or receipt. Desmedt is not obliged to deliver the manufactured goods in parts.

11.4. The Client is obliged to lend its full cooperation to the delivery. The Client will be in default if it does not collect the goods to be delivered after Desmedt's first request or, if delivery to its address has been agreed, refuses to take delivery of the goods to be delivered. Desmedt will be entitled to charge any resulting costs to the Client.

11.5. Desmedt is not responsible for storing the goods to be delivered. If storage nevertheless takes place, it will take place exclusively at the Client's expense and risk.

### Article 12 - Delivery period

12.1. The terms stipulated in writing at the time of the order start to run from the working day following receipt of the "ready for press". In the case of identical reprints or of goods to be manufactured by Desmedt, the terms start from the order confirmation.

12.2. Unless stipulated otherwise, a delivery term stated by Desmedt is indicative only and constitutes an obligation of effort on Desmedt's part only. In the event of any delays, the parties shall agree on a new term, without any compensation or indemnity for the Client. Deliveries/placements that are carried out late through no fault of Desmedt's own shall in no way affect Desmedt's liability. Under no circumstances can this constitute grounds for claiming a price reduction, compensation or dissolution of the agreement at Desmedt's expense. In order to meet delivery and placement deadlines as far as possible, Desmedt reserves the right at all times to offer and

deliver/place qualitatively equivalent products of another equivalent brand but under the same or more favorable conditions for the Client, in deviation from the initial offer/specifications. Delay in delivery/execution shall not constitute grounds for cancellation.

### Article 13 - Food safety

13.1. The Client undertakes never to apply Desmedt's products directly to foodstuffs and to avoid any contact with foodstuffs.

13.2. The Client also undertakes to check all products and packaging it has ordered and processed from Desmedt for compliance with food safety regulations if they may come into contact with foodstuffs.

13.3. Under no circumstances can Desmedt be held liable by the Client for reasons of failure to comply with food safety regulations, the unsuitability of its products for food processing or packaging, or if the Client fails to comply with its obligations under Articles 13.1 and 13.2. The Client also indemnifies Desmedt against all possible claims by third parties on account of the aforementioned reasons.

### Article 14 - Payment

14.1. The Client shall pay the price and the amounts due under the agreement in cash, without being able to invoke any discount, settlement/offset or suspension of payment.

14.2. Desmedt shall transmit each invoice to the Client by mail to the e-mail address communicated by the Client. Desmedt is entitled to charge an administrative cost of 5 euros for invoices to be sent by regular mail.

14.3. As of the due date, any unpaid invoice shall lawfully and without notice of default be subject to interest at 12% per year, whereby each month started shall be considered as a full month, as well as a fixed increase in the amount of 10% of the amount due on the due date, with a minimum of 250 euros. The Client will also be obliged to pay all (extra)judicial collection costs in full.

14.4. Furthermore, in case of late and unjustified non-payment, Desmedt is entitled to demand immediate payment of all other invoices not yet due and outstanding amounts, whether or not already invoiced (including products that have already been produced but not announced), as well as to suspend the execution of current agreements until the Client has paid all amounts due to Desmedt and without this giving rise to any compensation on Desmedt's behalf for any damage (e.g. due to delay) suffered by the Client. If Desmedt suffers damage itself due to a suspension, the Client will compensate it. Desmedt will decide when the work can be restarted after full payment.

14.5. Desmedt is at all times entitled to check the Client's creditworthiness. If this creditworthiness is insufficient according to Desmedt, Desmedt may refuse to execute an order (even if this order had been accepted), unless the Client pays the estimated price of the order in advance.

14.6. A Client who places an order with a request to charge it to third parties is personally responsible for and obliged to pay for it, even if Desmedt has agreed to this method of invoicing.

### Article 15 - Complaints

15.1. On pain of forfeiture of rights, the Client must send any complaint or protest by registered mail or by mail with a read-receipt confirmation to the general e-mail address of Desmedt within 8 days of receipt of the first delivery of goods. If the Client does not take delivery of the goods, the 8-day period starts from the date of the invitation to take delivery. Failing this, from the invoice date.

15.2. If Desmedt does not receive a complaint (correctly submitted) within this period, it shall have the effect that the Client has accepted all goods in full, including all hidden defects.

15.3. If the Client uses part of the delivered goods directly and/or through a subcontractor, this shall entail that it has accepted the entire run.

15.4. Defects in part of the delivered goods shall not entitle the Client to reject the entire order.

15.5. The Client may only return the goods after having received Desmedt's written consent and an RMA number from Desmedt. The Client shall place the aforementioned RMA number clearly and visibly on the returned packaging. The goods are returned at the Client's expense and risk. Permission to return the goods is always granted without any adverse acknowledgement on the part of Desmedt.

### Article 16 - Ownership

16.1. The Client only becomes the owner of the goods sold after all amounts due have been paid in full. However, the risk associated with the loss or destruction of the goods/materials passes to the Client immediately, at least as of production.

16.2. All goods entrusted by the Client (paper, films, data carriers, etc.) that are on Desmedt's premises remain there at the expense and risk of the Client, who expressly releases Desmedt from any responsibility of any kind, including in case of (partial) damage or loss. The same applies to goods destined for the Client. Storage costs shall be charged as of the date provided to the Client.

16.3. All items produced by Desmedt such as means of production, semi-finished products and resources (including typesetting, design drawings, models, work and detail drawings, information carriers, computer software, data files, photographic recordings, clichés, films, printing plates, screen printing forms, etc.) remain the property of Desmedt, even if they are stated as a separate item on the quotation, in the offer or on the invoice. Desmedt may freely dispose of them, unless otherwise agreed by the parties.

### Article 17 - Intellectual property

17.1. The Client guarantees and indemnifies Desmedt that through the execution of the agreement and in particular through the reproduction or publication of the goods received from the Client such as copy, models, drawings, photographic recordings, films, data carriers, computer software, data files, etc., no infringement of intellectual rights is committed that third parties may enforce.

17.2. If in this respect reasonable doubt arises or continues to exist, Desmedt is entitled to suspend the execution of the agreement until such time as it is irrevocably established in court that Desmedt does not infringe these rights by executing the agreement. Thereafter, Desmedt will still execute the order within a reasonable period of time.

17.3. Unless expressly agreed otherwise in writing, Desmedt shall always remain the party entitled to the intellectual property rights that may arise to works produced by it such as texts, drawings, models, inventions, data files, data carriers, computer software, data files, photographs, films and similar production and auxiliary materials, etc. (non-exhaustive list), even if the work in question is stated as a separate item in the quotation, offer or invoice.

17.4. Upon full payment of the relevant invoice, the Client acquires the non-exclusive right to use the works produced by Desmedt. The right of use referred to here is limited to the right of normal use of the delivered items (sale, delivery, etc.). The works may not be reproduced without the prior, explicit and written consent of Desmedt.

### Article 18 - Liability

18.1. If the manufacturer grants certain guarantees, Desmedt takes them over as such, without any extension

either in terms of duration or content. Desmedt can therefore never be obliged to provide more and/or longer guarantees than the manufacturer. This may result in parts of the delivery being subject to other warranty conditions.

18.2. Desmedt is not liable for damage of any kind that arises because or after the Client has put the manufactured goods into use after delivery, has treated or processed them, has delivered them to third parties, or has had them put into use, has had them treated or processed, or has had them delivered to third parties, respectively.

18.3. Desmedt does not guarantee properties such as tenacity, adhesion, gloss, color, lightfastness or colorfastness or wear-resistance if the Client has not provided sound information about the pretreatments and surface treatments applied no later than at the conclusion of the agreement. Unless expressly agreed otherwise, all Desmedt's commitments are commitments of means.

18.4. Desmedt's responsibility is always strictly limited to taking back nonconforming specimens, which shall be settled at the unit price.

Except in the event of fraud, gross negligence or willful misconduct by Desmedt or one of its appointees, Desmedt shall not be liable for or liable to compensate any damage resulting from the (non-)performance of its undertakings, including indirect or consequential damage, including (but not limited to) loss of profit, loss of turnover, loss of income, production restrictions, administrative or personnel costs, increase in general costs, etc. Nor shall Desmedt be liable for or liable to compensate any damages arising from the non-performance of a non-essential obligation.

Desmedt is not liable for minor/slight changes regarding sizes, color, design, etc. unless it would expressly appear from the order form/agreement that this would be an essential component of the agreement for the Client.

18.5. Desmedt's liability, for whatever reason, can in any event never exceed the invoice amount, which the Client expressly and unconditionally accepts. Desmedt can therefore never be held liable for damage in the form of loss of turnover or reduced goodwill in the Client's company or profession, nor for any other form of indirect or consequential damage (incl. i.a. lost profits, missed savings or damage to third parties).

18.6. Desmedt is not responsible for infringements of reproduction rights of third parties if it carried out the printing or reproduction order in good faith. Only the Client is liable. Any dispute regarding reproduction rights suspends the execution of the order. If Desmedt is held liable by a third party for any damage for which it is not liable under the present general terms and conditions, the Client shall indemnify it in full in this respect and compensate Desmedt in full.

### Article 19 - Force majeure and unforeseeability

Cases of force majeure, and more generally, all circumstances beyond Desmedt's control that temporarily prevent, divert or delay the execution of the order by Desmedt, or that cause an excessive complication of the fulfillment of the commitments entered into by Desmedt (e.g. as a result of a strong and unforeseen increase in wages and social security contributions and in the prices of materials, raw materials and/or products), release Desmedt from any performance/liability and enable it, as the case may be, either to reduce its commitments, or to terminate or suspend the execution of the agreement, or to unilaterally adjust the agreement to the circumstances (entailing a change in agreement and price), or to renegotiate it, without being liable for any compensation. The following are considered as such, inter alia: pandemic, war, civil war, mobilization, riots, strike and lockout, both at Desmedt and at its suppliers, machine breakdown, fire, interruption of means of transport, supply difficulties in raw materials, materials and energy, and restrictions or prohibitions imposed by the authorities.

### Article 20 - Miscellaneous provisions

20.1. These general terms and conditions are divisible. Consequently, the nullity of one or more provisions of the present general terms and conditions shall in no way affect the validity of the other provisions. The parties undertake to replace the annulled provisions by another provision which corresponds as closely as possible, in fact and in law, to the spirit and intention of the annulled provision.

20.2. The Client warrants that it is entitled and authorized to place the order with Desmedt and that it has not signed any other agreement or entered into any other commitment, of whatever nature, that would prevent it from entering into and/or executing the agreement.

20.3. If a clause and/or its wording is ambiguous, indeterminate, or gives rise to difficulties of interpretation in relation to a translation thereof, the Dutch language version shall prevail as the only binding version between the parties, in the sense that no interpretation may be given to it which is manifestly irreconcilable with the purport of this agreement, taking into account its intrinsic elements and the circumstances in which it was drafted and executed.

### Article 21 - Settlement of disputes

21.1. These general terms and conditions are exclusively subject to Belgian law.

21.2. Only the Courts and Tribunals of the judicial district of Mechelen are competent to take cognizance of any disputes that may arise concerning the application, interpretation and/or execution of the agreement and these general terms and conditions.