

General Terms and Conditions of Sale of Flint (“GTC Sale”)

1. Definitions and Scope of Application

1.1 Flint means:

Flint CPS Inks Canada Limited, (registered at Ministry of Government and Consumer Services (Ontario), registration no. 1995158) which registered office is at 67 Yonge Street, Suite 701, M5E 1J8, Toronto, Ontario, USA; or

Flint Group Canada Limited, (registered at Ministry of Government and Consumer Services (Ontario), registration no. 1555362) which registered office is at 67 Yonge Street, Suite 701, M5E 1J8, Toronto, Ontario, USA.

1.2 All products and the services associated with Flint Group in Canada shall be provided exclusively on the basis of these General Terms and Conditions of Sale of Flint (“GTC Sale”). Flint Group shall be “Flint” and the recipient of products (“Products”) and services shall be the “Customer” hereunder. These GTC Sale shall also apply to all future business.

2. Modification

Neither party shall claim any modification, limitation, nor release from any of the terms and conditions contained herein except by written agreement to that effect signed by Flint and Customer. References made to Customer’s general terms and conditions are hereby rejected. No modifications of, addition to, or deletion from the terms and conditions contained herein shall be affected by the acknowledgment or acceptance by Flint of any purchase order, acknowledgment, confirmation, release, or other form submitted by Customer containing other terms and conditions. Notwithstanding anything to the contrary contained herein, Products may only be returned after Flint has issued a return authorization. In any event, Customer’s failure to return Products covered by this invoice to Flint within a reasonable time after receipt of this invoice shall constitute Customer’s assent to the terms and conditions herein, regardless of any statement to the contrary contained in any purchase order, acknowledgment, confirmation, release, or other form submitted by Customer.

3. Limitation of Resale

Customer may not sell, resell, share, provide or otherwise make available to any third party, including any subsidiaries and affiliates, the Products or any component thereof without Flint’s prior written approval.

4. Payment and Security

Payments will always be applied against the oldest amount due. If payment is not made as set forth on the invoice for Products or services, or if Customer’s financial condition becomes unsatisfactory to Flint, Flint may, at its option: (1) elect to withhold future deliveries of Products to Customer until such breach has been cured or Customer’s financial condition has been established to Flint’s satisfaction; (2) require payment in advance as to future deliveries; (3) demand return from Customer of any Products for which payment has not been made; (4) accelerate all due amounts to be paid immediately; or (5) cancel these GTC Sale. If deliveries of Products are to be made in installments, the purchase price of each installment shall, at Flint’s option, be recoverable as a separate sale. Any payments that are in default shall accrue interest at the rate of eighteen percent (18%) per annum, or at the highest rate permitted by applicable law, until paid in full. Customer shall have no set-off rights for disputed amounts. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Flint under applicable law.

5. Title and Risk of Loss

Title to all Products shall remain with Flint until the purchase price and all other amounts due hereunder have been paid or the Products have been used by Customer, whichever comes first. Notwithstanding the foregoing, unless otherwise agreed in written form, risk of loss of the Products shall pass to Customer upon tender of the Products by Flint to carrier at Flint’s shipping point.

6. Containers

If the Products are delivered in returnable containers, the containers must be emptied and returned carriage-free within 30 days of receipt of the Products. Customer shall be liable for any loss and damage to the returnable containers for which Customer is responsible. Returnable containers must not be used for other purposes or other Products. They are to be used exclusively for the transit of the Products delivered. Labeling must not be removed.

7. Indemnity

Customer shall indemnify and hold Flint harmless from any and all losses, claims for damages, personal injury or death, including reasonable attorney’s fees and court costs incurred as a result of (i) any breach by Customer of its obligations under these GTC

Sale, and (ii) against any claim made by any third party which arises from or is in any way connected with the use of the Products or the performance by Customer of its obligations hereunder.

8. Warranties

The selection, qualification and application of the Products is the responsibility of Customer. Flint warrants only that the Products will meet the written specifications and changes jointly approved by the Flint and Customer in writing. Unless otherwise agreed in writing, the specification of any Products shall be Flint’s then current specifications for such Products which Flint shall make available to Customer upon request. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.

9. Limitations of Flint’s Liability

9.1 Flint’s aggregate liability in respect of any claim arising out of or related to these GTC Sale or otherwise concerning an order of Products is limited at Flint’s discretion to a refund for or replacement of the Products that are the subject of the claim. In no event shall Flint be liable to Customer for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, or in connection with any breach of these GTC Sale, regardless of (a) whether such damages were foreseeable, (b) whether or not Flint was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose.

10. Inspection and Notice of Claims

Customer shall inspect the Products immediately upon delivery and Flint must be notified of any claims, in writing, within seven (7) days of discovery of the basis of such claims, otherwise said claim is waived. A full financial breakdown must be submitted in writing. If the full financial impact is not determinable at that time, a summary of the potential scope must be provided. Furthermore, any claims or demands which could be resolved solely by the payment of money, and issues concerning levels of technical support, etc., and which cannot be settled by agreement between the parties may by written notice be referred to their respective counsel for non-binding mediation. In mediation, the parties shall proceed in good faith to determine (i) the amount of money necessary to resolve fully such claim or demand and (ii) the apportionment of fault between the parties in regard to such claim or demand, so that a speedy and amicable resolution may be reached. If, and only if, such claim or demand cannot be resolved through such mediation, may either party file suit in a court of law. In no event shall Customer deduct from outstanding invoices pending claims or claims settlements without the prior written consent of Flint.

11. Intellectual Property Rights

11.1 The term “Intellectual Property Rights” is defined to include all intellectual and industrial property rights including inventions, patents, trade secrets, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off unfair competition, copyright, database rights, topographies of integrated circuits, blueprints, projects, formulations, and any other rights in any invention, discovery or process, globally and together with all renewals and extensions.

11.2 All Intellectual Property Rights to Products and/or any other materials, including Advertising Materials, provided to Customer by Flint are vested solely in Flint or its licensors.

11.3 Nothing in these GTC Sale shall be construed as granting Customer, expressly or impliedly, any rights or licenses to Flint’s Intellectual Property Rights or other proprietary information.

11.4 The Customer shall not, and shall not authorize any third party to, engage in any act that may jeopardize Flint’s Intellectual Property Rights. In particular, the Customer shall not attempt to reverse engineer, duplicate, or otherwise copy any of the Products or materials provided by Flint, in whole or in part, nor allow or instruct any third party to do so. The Customer is also prohibited from analyzing the chemical characteristics or composition of the Products, or from having any Products analyzed or using the results of such analysis. Without Flint’s prior written consent, the Customer is further prohibited from providing the Products to third parties for analysis, comparison, or any other purpose. For the avoidance of doubt, this provision also applies to samples of Products, regardless of whether they were provided by Flint or another source.

12. Trademarks and Advertising

- 12.1 Customer shall not obscure, alter or remove in any way any trademarks and/or other distinctive marks, whether imprinted or attached to the Products or other materials provided by Flint, and shall not include or attach any other marks to the Products or other materials provided by Flint without the prior written approval of Flint.
- 12.2 All promotional, advertising and sales materials ("**Advertising Materials**") provided by Flint shall remain the sole property of Flint. Customer may only use the Advertising Materials in accordance with Flint's instructions provided together with the Advertising Materials and only in connection with the sale of the Products, subject to the restrictions set out in clause 3. Customer shall not authorize any third party to use the Advertising Materials.
- 12.3 Customer shall not be entitled to use any trademarks and/or other distinctive marks of Flint without Flint's prior written approval.

13. Compliance and Sustainability

- 13.1 The Customer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to this contractual relationship, including those governing trans-border sales, importation, storage, shipments, transfers of products, economic sanctions and export controls. The foregoing expressly includes anti-boycott, embargo, anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the Foreign Corrupt Practices Act 1977 (United States), and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the respective party. The Customer including any subsidiary, affiliate, and employee thereof, shall comply with applicable export control and economic sanctions laws imposed, administered or enforced from time to time by (i) the United States, (ii) the United Nations Security Council, (iii) the European Union and any member state thereof (iv) the United Kingdom, (v) the Channel Island of Jersey or (vi) the respective governmental institutions of any of the foregoing including, without limitation, His Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government ("**Trade Rules**"). The Customer shall take no action, which would subject Flint to penalties.

14. Personal Data Privacy

- 14.1 When processing personal data ("**Personal Data**") under or in connection with the parties' cooperation, each party shall determine, in its sole discretion and not jointly with the other party, the purposes and means of such processing. Each party shall therefore act as a separate data controller.
- 14.2 Customer acknowledges and agrees that Flint may process Personal Data of Customer and its representatives, including name, address, telephone number and email address, for the purpose of fulfilling Flint's rights and obligations under these GTC Sale, particularly to ensure the proper delivery of the Products. In this case, Flint is considered the data controller of the Personal Data provided by Customer and will process the received Personal Data in accordance with applicable law.
- 14.3 Customer affirms that the Personal Data collected by Customer will be provided to Flint in accordance with the applicable data protection legislation and that the individuals whose Personal Data is provided by or on behalf of Customer have been duly informed and, where necessary, have provided valid approval for Flint to process their Personal Data for the purposes outlined in clause 14.2 above.

15. Force Majeure

In the event performance of these GTC Sale by a party hereto (the "**Affected Party**") is prevented, delayed or interfered with by any incident or circumstances that are unforeseeable, unavoidable and beyond the control of the Affected Party and its sphere of influence and for which the Affected Party does not bear responsibility, such as natural occurrences, war, pandemics, strikes, work stoppages, labor disputes, cyberattacks, lock-outs, shortages of raw materials and energy, obstruction of transportation, interruption in the supply chain, breakdown of manufacturing equipment, fire, explosion, storm damage, tornado, flood, any law or acts of government or public authority (not including fines for violations or permits), including imposing an export or import restriction, quota or prohibition (each of such causes being referred to herein as a "**Force Majeure Event**"), the Affected Party shall promptly give notice to the other party of the Force Majeure Event, and the Affected Party's obligations hereunder shall be suspended or reduced accordingly for the duration of the Force Majeure Event to the extent the Affected Party is prevented from performing such obligations. Delivery and performance periods and dates, as the case may be, shall be extended or rescheduled, as applicable, until the Affected Party declares readiness to perform its obligations again. The Affected Party shall use its best efforts to resume full performance as soon as reasonably possible. If the end of the Force Majeure Events is

not foreseeable, or should it last for a period of more than four (4) months, each party is entitled to terminate that portion of these GTC Sale (except for such obligations as survive termination hereof) upon thirty (30) days prior written notice to the Affected Party.

16. Severability and Waiver

- 16.1 If any provision of these GTC Sale is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.
- 16.2 The failure of any party to insist upon the performance of the terms and conditions of these GTC Sale, or the waiver of any breach of any of the terms and conditions of these GTC Sale, shall not be construed as thereafter waiving any such terms and conditions, all of which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. Assignment

These GTC Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, provided that Customer may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written approval of Flint. Flint may assign any or all of its rights hereunder to a third party.

18. Leading Language

To the fullest extent not prohibited by applicable law, the applicable language shall be English ("**Leading Language**"). If these GTC Sale are also available in another language, this is merely done for Customer's convenience. In case of differences of interpretation, the version in the Leading Language shall be binding.

19. Applicable Law

These GTC Sale are made subject to and shall be construed under the laws of the State of Michigan without giving effect to the principles of conflicts of law thereof.

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