

FLINT's General Conditions of Sale

1. Definition of Seller and Scope of Application

- 1.1 Seller means **Flint Group Printing Products Romania Srl** whose registered office is at Bucharest, District 1, 169 Calea Floreasca, Corp X, Floreasca Cube - Business Hub 0, room 32, ground floor, Romania.
- 1.2 All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Customer to his general terms and conditions are hereby rejected. Seller's General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale shall require the explicit written approval of the Seller

2. Offer and Acceptance

Seller's quotations are not binding offers but must be seen as invitations to Customer to submit a binding offer. The contract is concluded by Customer's order (offer) and Seller's written acceptance thereof or in case there is no such written acceptance, at the latest with the delivery of the goods. The contract shall be governed exclusively by the contents of these Conditions of Sale and the Seller's acceptance of order, if available. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Seller. Verbal agreements or promises shall only be valid if an authorized employee of Seller has confirmed them in writing.

3. Product quality, specimens and samples; guarantees

- 3.1 The guarantees offered by the Seller are strictly mentioned in the hereby conditions. Unless otherwise agreed, the quality of the goods is determined by Seller's product specifications.
- 3.2 The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.
- 3.3 Generally the Seller does not provide any guarantee. Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such.

4. Advice

Any advice rendered by Seller is given to the best of his knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Customer from undertaking his own investigations and tests.

5. Prices

- 5.1 Unless the parties have agreed upon a certain price, the price shall be determined by the price list of Seller as applicable at the date of the conclusion of the contract.
- 5.2 If, after the conclusion of the contract, Seller has incurred unforeseeable cost increases with regard to the Goods for which it does not bear responsibility, Seller shall be entitled to pass on such higher costs to the Customer by increasing the agreed price on a pro rata basis.

6. Delivery

Delivery shall be effected as agreed in the contract. General Commercial Terms shall be interpreted in accordance with the INCOTERMS in force on the date the contract is concluded.

7. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by Customer directly with the carrier within the period specified in the contract of carriage and Seller shall be provided with a copy thereof.

8. Packaging

- 8.1 Seller shall deliver its goods in standardized packing material.
- 8.2 If the goods are delivered in returnable containers, these 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 he 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.

- 8.3 Seller shall not take back disposable packaging.

9. Compliance Obligations

- 9.1 The Customer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the contract, including those governing trans-border sales, importation, storage, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Customer. The foregoing also includes all applicable export control and economic sanctions laws.
- 9.2 Without limiting the foregoing, the Customer agrees that it will not ship or divert any Goods to Cuba, Syria, Iran, North Korea or Crimea or the respective governments of those countries. The Customer also agrees that it will not sell any Goods to a customer for use in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons. Finally, the Customer will not ship any Goods for resale, directly or indirectly, to or through, any customer that is a person or entity: (a) on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en); (b) on the U.S. Treasury Department's Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons (<https://sanctionssearch.ofac.treas.gov/>); (c) on the U.S. Commerce Department's Bureau of Industry and Security's Denied Parties List or Entity List (<http://apps.export.gov/csl-search/#csl-search>); https://www.bis.doc.gov/index.php/forms-documents/doc_view/691-supplement-no-4-to-part-744-entity-list); or (d) that is otherwise prohibited by law from receiving the Goods. The Customer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, and the European Union.

10. Delay in Payment

- 10.1 Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.
- 10.2 In the event of a default in payment by Customer, Seller is entitled to charge interest on the amount outstanding at the rate of 8 percentage over the monthly average EURIBOR (Euro Interbank Offered Rate) at the time payment is due if the amount is invoiced in euros or at the rate of 8 percentage points above the Monetary policy interest rate published by the Romania National Bank at the time the payment is due, if the amount is invoiced in RON.

11. Customer's rights regarding defective goods (limited warranty)

- 11.1 Seller must be notified of any defects discovered during routine inspection at the time and in the manner customary for goods of that type without undue delay, no later than within two weeks of receipt of the goods. Notification must be in writing and must precisely describe the nature and extent of the defects.
- 11.2 If the goods are defective and Customer has duly notified Seller in accordance with item 11.1, Customer has its statutory rights, subject to the following terms:
- a) Seller has the right to choose whether to remedy the defect or supply Customer with non-defective replacement goods.
- b) If Seller supplies Customer with other non-defective goods (makes an exchange), the Seller is not liable for any additional costs, which were borne by the Customer.
- c) Seller may make two attempts regarding the same defect according to lit. a) above. Should these fail or be unacceptable to Customer, Customer may either withdraw from the contract or demand a reduction in the purchase price.

- d) The right to withdraw from the contract by the Customer shall be excluded in case of immaterial defects.
 - e) With regard to claims for compensation and reimbursement of expenses on a defect, item 12 applies.
- 11.3 Customer's rights regarding defective goods shall be prescribed after one year, from receipt of the goods.

12. Liability

- 12.1 The Seller is only liable under limited warranty for defects pursuant to item 11 above and any further liability, including tort liability, of the Seller is hereby excluded to the broadest extent as permitted by law. Additionally, Seller's contractual liability is limited to damages caused by Seller's willful or gross negligent act. To the broadest extent as permitted by law the Seller shall be not liable for fault nor for willful acts or omissions either caused by his servant.
- 12.2 In no event shall the Seller be liable for any indirect, special or consequential, punitive or exemplary damages, losses or expenses suffered by the Customer however caused, including but not limited to loss of profits, goodwill, reputation, business receipts or agreements, or losses or expenses resulting from third party claims.
- 12.3 To the broadest extent permitted by law the Seller's liability under this agreement is under all circumstances limited to the amount of the purchase price payable to the Seller by the Customer with respect to the Product that directly caused the damage.
- 12.4 The above stated liability restrictions shall not apply to claims pursuant to Romanian Product Liability laws.

13. Set off

Customer may only set off claims from Seller exclusively on the basis of contractual set-off and only against an undisputed or adjudicated counterclaim in a final and non-appealable court decision.

14. Security

If there are reasonable doubts as to Customer's ability to pay, especially if payments are in arrears, Seller may, subject to further claims, revoke credit periods (payment deadlines) and make further deliveries dependent on advance payments or other security.

15. Retention of Title

- 15.1 The goods shall remain the property of Seller until all claims connected with the payment for Seller's goods, including but not limited to payment of price, interest, supply costs, etc. have been fully complied with. The same applies to any other claims from the business relationship between the Seller and the Customer. The goods shall so far as practicable be kept separate from other goods on the premises of Customer so as to be readily identifiable as the property of Seller. Without any prejudice to the above retention of title (in particular its effectiveness towards third parties) and provided that the Customer is not in arrears with the payments for goods, the Customer is authorised to use the goods in regular course of business, unless the Seller objects to the using the goods by the Customer. The use of the goods may include their sale to the Customer's regular customers, provided that the sale complies with the relevant arm-length standards applicable to the transactions regularly made by the Customer.
- 15.2 The Retention of Title is effective towards the Customer's creditors, if the conditions provided by law are met.
- 15.3 Customer is entitled to use the goods owned by Seller in accordance with its intended use/purpose in the ordinary course of business until the point in time when the goods are in his possession. However, the Customer is not entitled to dispose of the above mentioned goods. If Customer shall fail to make any payment when it becomes due, or shall default in due performance or observance of any other obligation under the contract, Seller shall be entitled to claim possession of the goods and to enter upon Customer's premises in order to remove any of the goods to which Seller has retained title and for this purpose Customer shall afford Seller all reasonable assistance to locate and take possession of the goods. Seller may reclaim the goods on account of the retention of title even if he has not yet withdrawn from the contract. In any case Seller is entitled to

the compensation for any diminished value, consumption, damage or loss of the goods.

- 15.4 Seller shall be informed immediately about any distraints of or other access to the retention of title goods by a third party.
- 15.5 In the event that the retention of title is not effective in the existing form, pursuant to the laws of the country of destination, Customer shall co-operate in the case of grounds for granting a security to the Seller to the same or broader extent as guaranteed by the retention of the title, corresponding to the regulations of the country of destination.
- 15.6 Seller may require additional forms of security for his claims, especially when the business transactions are concluded for a long period of time or the sold goods are of very high value. Additional forms of security may in particular include but not limited to: promissory notes (including a promissory note in blanco) or suretyships.

16. Force Majeure

Any incident or circumstances beyond the Seller's control, such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve Seller from his obligations under this contract to the extent Seller is prevented from performing such obligations. The same applies to the extent such incident or circumstance renders the contractual performance commercially useless for Seller over a long period or occurs with suppliers of Seller. If the aforementioned occurrences last for a period of more than 3(three) months, Seller is entitled to withdraw from the contract without the Customer having any right to compensation.

17. Place of payment

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

18. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

19. Jurisdiction

Any dispute arising out of or in connection with this contract shall be heard at the court having jurisdiction over Seller's principal place of business.

20. Applicable law

The contractual relationship shall be governed by the law in force at the Seller's locality. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

21. Contract Language

Unless mandatory laws require otherwise, the English language shall be considered as the "Contract Language" and any translation is merely provided for Customer's convenience. In case of differences of interpretation, the version in the Contract Language shall be binding.

22. Salvatory Clause

Should any part of these General Conditions of Sale be invalid or ineffective for any reason, it is to be replaced with corresponding text, which is valid and to the broadest extent possible equivalent to the intended meaning. The rest of the General Conditions of Sale shall remain valid.

Edition: August 2021