

General Conditions of Sale of Flint

1. Definition of Flint and Scope of Application

- 1.1 Flint means **Flint Print Group Ireland Limited** (registered at Companies Registration Office with the number: 268661), whose registered office is at Unit G13, Calmount Park, Calmount Avenue, Ballymount 12, Dublin.
- 1.2 All sales and deliveries by Flint shall be made exclusively on the basis of these General Conditions of Sale, which shall be accepted by Customer by the placing of an order or the receipt of delivery. The application of Customer's conflicting or supplementary terms and conditions shall be excluded, even if Flint does not expressly object to such terms and conditions. Flint's General Conditions of Sale shall also apply to all future transactions with Customer. Deviation from these General Conditions of Sale require the explicit written approval of the Flint.

2. Conclusion of Contract

- 2.1 Flint'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 Flint'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 Flint's acceptance of order, if available. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Flint. Verbal agreements or promises shall only be valid if an authorized employee of Flint has confirmed them in writing.
- 2.2 Flint retains all rights in the sales documentation (in particular pictures, drawings, data on weight and size) and samples. These items must not be made available to third parties and must be returned to Flint without undue delay on demand.
- 2.3 The field staff of Flint is not authorized to represent Flint. In particular, the field staff cannot conclude contracts and make binding promises concerning the goods to be delivered ("**Goods**") or other conditions.

3. Product Quality, Specimens and Samples; Guarantees

- 3.1 Unless otherwise agreed, the quality of the Goods is exclusively determined by Flint'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 Information provided in sales catalogues, price lists and any other informative literature provided by Flint or any other descriptions of the Goods (such as shelf-life data) shall under no circumstances constitute a guarantee for any specific quality of the Goods; such specific quality or durability guarantees must expressly be made in writing.

4. Advice

Any advice rendered by Flint 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 Flint as applicable at the date of the conclusion of the contract.
- 5.2 If, after the conclusion of the contract, Flint has incurred unforeseeable cost increases with regard to the Goods for which it does not bear responsibility, Flint shall be entitled to pass on such higher costs by increasing the agreed price on a pro rata basis.

6. Delivery

- 6.1 Delivery shall be effected as agreed in the contract. Delivery dates and delivery periods agreed in the contract are only binding if they have been agreed as binding and Customer has provided Flint in a timely manner with all of the information or documentation required for the performance of such delivery and Customer has made any advance payments in the manner and amount as agreed upon by the parties. Delivery periods agreed upon by the parties shall begin on the date of the confirmation of order. In the event of additional or supplementary contracts entered into at a later date, the delivery periods and delivery dates shall be extended or rescheduled accordingly, as applicable.
- 6.2 With regard to Goods that Flint does not produce itself, the obligation to deliver shall be subject to Flint's correct and timely receipt of such Goods from its suppliers.
- 6.3 If deliveries by Flint are delayed, Customer shall only be entitled to rescind the contract if (i) Flint is responsible for the delay and (ii) a reasonable grace period set by Customer has expired.
- 6.4 Should Customer be in default of the acceptance of delivery or should he be in breach of any other obligations to cooperate with Flint, Flint shall be entitled, without prejudice to its other rights, (i) to reasonably store the Goods at Customer's risk and expense or (ii) to rescind the contract in accordance with the statutory provisions.
- 6.5 Flint may make partial deliveries for good reason if and to the extent this is reasonable for Customer.

7. Shipment, Packaging, Passage of Risk

- 7.1 In the absence of any other instruction by Customer, shipment shall be made using a reasonable method of shipment in standardized packing material.
- 7.2 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.
- 7.3 Unless otherwise agreed by the parties in writing, the risk shall pass to Customer (i) upon delivery of the Goods to the carrier commissioned by Flint in case of a contract of sale involving the shipment of goods, (ii) upon handover to Customer if Customer collects the Goods himself, or (iii) upon handover to a third party if a third party authorized by Customer collects the Goods. Should Customer be in default of acceptance, risk shall pass to Customer upon default. If, in case the Goods shall be collected by Customer or a third party authorized by Customer, and delivery is delayed on grounds for which Customer is responsible, risk shall pass to Customer on the date Customer is notified of the readiness of the Goods for shipment.

8. Compliance Obligations

- 8.1 Flint conducts its business in a sustainable and ethical way and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance. Flint complies at all times with its Code of Conduct, which is available at <https://flintgrp.com/en/codeofconduct/>.
- 8.2 Flint expects the customer/third party to comply at all times with the principles contained in the Flint Code of Conduct, which is available at <https://flintgrp.com/en/codeofconduct/>.
- 8.3 Each party shall ensure that, at all times, (i) it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations with regard to contractual relationship; (ii) all of its products and/or services are in compliance with all applicable laws and regulations relevant for the intended use of the products and/or services; and (iii) to the extent it processes personal data, it shall comply with its obligations under the General Data Protection Regulation (EU 2016/679) or other equivalent applicable legislation relating to the processing of personal data.
- 8.4 Each party shall comply 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. Each party 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**"). Each party shall take no action, which would subject the other party to penalties.
- 8.5 Without prejudice to any other rights and remedies, one party's non-compliance with the compliance obligations above entitles the other party to suspend performance of any of its contractual obligations and/or terminate the contractual relationship in written form with immediate effect, without liability to the non-compliant party.

9. Terms of Payment

- 9.1 Each invoice of Flint shall be due for payment without any deductions within 30 days from the date of invoice; if this period for payment lapses unsuccessfully, Customer shall be in default. Payments by Customer shall not be deemed to have been made until Flint has received such payment.
- 9.2 Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.
- 9.3 In the event of a default in payment by Customer, Flint is entitled to charge default interest on the amount outstanding at the rate of 8 percentage points above the base interest rate announced by the European Central Bank at the time payment is due if the amount is invoiced in Euros, or, if invoiced in any other currency, at the rate of 8 percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

- Any claims for further damages due to the default shall remain unaffected.
- 9.4 Bills of exchange and checks shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for Flint.
- 9.5 Flint is entitled to issue partial invoices for partial deliveries as defined in section 6.5 hereof.
- 10. Customer's Rights regarding Defective Goods**
- 10.1 Upon passing of the risk the Goods shall be of the agreed quality (see section 3.1 above).
- 10.2 Customer's rights in case of defects of the Goods shall require that he inspects the Goods upon delivery without undue delay and notifies Flint of any defects without undue delay but no later than two weeks following receipt of the Goods; hidden defects must be notified to Flint without undue delay but no later than two weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.
- 10.3 In the event of a notification of a defect, Flint shall have the right to inspect and test the Goods to which objection was made. Customer will grant Flint the required period of time and opportunity to exercise such right. Flint may also demand from Customer that he returns to Flint at Flint's expense the Goods to which objection was made. Should Customer's notification of the defect prove to be unjustified and provided Customer has realized this prior to the notification of the defect or has not realized it in a negligent manner, Customer shall be obliged to reimburse Flint for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- 10.4 If the Goods are defective and Customer has duly notified Flint in accordance with section 10.2, Customer has its statutory rights, with the following modifications:
- Flint has the right to choose whether to remedy the defect or supply Customer with non-defective replacement goods.
 - Flint may make two attempts according to lit. a) above. Should these fail or be unacceptable to Customer, Customer may either rescind the contract in accordance with the statutory provisions or demand a reduction in the purchase price and/or claim either damages pursuant to section 11 or the reimbursement of its expenses.
- 10.5 Customer's rights in case of defects shall be excluded in the following events: (i) natural wear and tear, (ii) defects of the Goods due to reasons for which Customer bears responsibility, such as inappropriate or improper use, the non-observance of the operational instructions or faulty treatment, (iii) incorrect assembly and/or installation by Customer or a third party commissioned by Customer, and (iv) the use of unsuitable accessories or unsuitable spare parts or the performance of inappropriate repair works by Customer or a third party commissioned by Customer.
- 10.6 Customer's claims for defective Goods are subject to a period of limitation of one year from receipt of the Goods. In the following cases the statutory periods of limitation apply instead of the one-year period:
- Customer's damage claims for damages caused by Flint intentionally or by gross negligence;
 - Customer's rights with respect to defects concealed in bad faith or caused intentionally;
 - if and to the extent Flint has assumed a guarantee ;
 - claims for damages due to culpably caused personal injuries,
 - Customer's damage claims due to other reasons than defects of the Goods;
 - claims under the Liability for Defective Products Act 1991 (1991 Act) or any other mandatory statutory liability.
- 11. Limitation of Liability and Damage Compensation**
- 11.1 In the event of breach of material contractual obligations, Flint shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract.
- 11.2 Flint shall not be liable for damages caused by a breach of non-material contractual obligations.
- 11.3 The above stated liability restrictions shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the Liability for Defective Products Act 1991 (1991 Act) and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Flint has assumed a guarantee.
- 11.4 Customer shall take all reasonable measures necessary to avert and reduce damages.
- 12. Product Liability**
- If Customer sells the Goods, whether unchanged or changed, whether after processing, connecting or mixing with other goods, Customer shall indemnify Flint in their internal relationship against any product liability claims of third parties if and to the extent Customer is responsible for the defect leading to the liability also within their internal relationship.
- 13. Set-off and Right of Retention**
- 13.1 Customer may only set off claims from Flint if his counterclaim is undisputed, ready for decision or has been finally adjudicated.
- 13.2 Customer is only entitled to assert a right of retention to the extent that his counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.
- 14. Security**
- If there are reasonable doubts as to Customer's ability to pay, especially if payments are in arrears, Flint may revoke credit periods and make further deliveries dependent on advance payments or other security. If such advance payments or security have not been rendered even after the expiry of a reasonable grace period, Flint may partially or totally rescind individual or all of the affected contracts. Flint shall remain entitled to assert further rights.
- 15. Retention of Title**
- 15.1 The Goods shall remain the property of Flint until any and all claims from the business relationship with Flint have been paid in full.
- 15.2 In the case of current accounts, this retention of title shall serve as security for the claim for the balance to which Flint is entitled.
- 15.3 Customer shall provide Flint at all times with all desired information concerning the retention-of-title Goods or receivables assigned to Flint under the contract. Customer shall immediately notify Flint of any attachments of or claims to the retention-of-title Goods by third parties and shall provide the necessary documents in this regard. Customer shall at the same time advise the third party of Flint's retention of title. The costs of a defense against attachments and claims shall be borne by Customer.
- 15.4 Customer is obliged to treat the retention-of-title Goods with care for the duration of the retention of title.
- 15.5 In the event that the feasible value of securities existing for Flint shall exceed the assigned claims by collectively more than 10 percent then Flint shall be obligated insofar to release securities as requested by Customer, either through transfer or assignment as elected by Flint.
- 15.6 Should Customer be in default of material obligations such as payment to Flint, and should Flint rescind the contract, Flint may, notwithstanding any other rights, request surrender of the retention-of-title Goods and may make use of them otherwise for the purpose of satisfying its matured claims against Customer. In such case, Customer shall grant Flint or Flint's agents immediate access to the retention-of-title Goods and surrender the same.
- 15.7 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 do everything to create equivalent security rights for Flint without undue delay. Customer shall co-operate in all measures such as registration, publication, etc. that are necessary and beneficial to the validity and enforceability of such security rights.
- 15.8 On Flint's demand, Customer is obliged to appropriately insure the retention-of-title Goods, provide Flint with the respective proof of such insurance and assign the claims arising under such insurance to Flint.
- 16. Intellectual Property Rights**
- 16.1 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.
- 16.2 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.
- 16.3 Nothing in these General Conditions of Sale shall be construed as granting customer, expressly or impliedly, any rights or licenses to Flint's Intellectual Property Rights or other proprietary information.
- 16.4 Customer shall not perform and shall not authorize any third party to perform any act that may endanger the Intellectual Property Rights of Flint. In particular 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. Customer shall not analyze for chemical characteristic and chemical composition nor have or allow any Products to be analyzed nor make and use of any such analysis.
- 17. Trademarks and Advertising**
- 16.1 Customer shall not obscure, alter or remove in any way any trademarks and/or other distinctive marks, whether imprinted or attached to the Goods or other materials provided by Flint, and shall not include or attach any other marks to the Goods or other materials provided by Flint without the prior written approval of Flint.
- 16.2 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 Goods. Customer shall not authorize any third party to use the Advertising Materials.
- 16.3 Customer shall not be entitled to use any trademarks and/or other distinctive marks of Flint without Flint's prior written approval.
- 18. Force Majeure**
- Any incident or circumstances that are unforeseeable, unavoidable and beyond the control of any party and sphere of influence and for which the party does not bear responsibility, such as natural occurrences, war,

pandemics, strikes, cyberattacks, lock-outs, shortages of raw materials and energy, obstruction of transportation, interruption in the supply chain, breakdown of manufacturing equipment, fire, explosion, any law or acts of government or public authority, including imposing an export or import restriction, quota or prohibition, shall relieve the affected party for the duration of such incident from its obligations under the contract 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, and the other party shall be informed of the occurrence of such disturbance in a reasonable manner. If the end of the aforementioned occurrences is not foreseeable, or should it last for a period of more than four (4) months, each party is entitled to rescind from the contract.

19. Place of Payment

Regardless of the place of delivery of Goods or documents, the place of payment shall be Flint's place of business.

20. 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.

21. General Provisions

- 20.1 Any dispute arising out of or in connection with the contract shall be heard at the court having jurisdiction over Flint's principal place of business or, at Flint's option, at Customer's principal place of business.
- 20.2 These General Conditions of Sale and the contractual relationship of Customer and Flint shall be governed by the laws of the Republic of Ireland.
- 20.3 If these General Conditions of Sale are made known to Customer in another language, in addition to the language in which the sales contract has been concluded ("**Leading Language**"), this is merely done for Customer's convenience. In case of differences of interpretation, the version in the Leading Language shall be binding.
- 20.4 If a provision of the contract and/or these General Conditions of Sale is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

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