

GENERAL TERMS AND CONDITIONS OF SALE ('T&Cs')

These General Terms and Conditions of Sale (T&Cs) apply to any sale of products ('Products') and/or provision of services ('Services') by our company. THE PARTIES AGREE THAT THESE T&Cs SHALL APPLY EXCLUSIVELY, TO THE EXCLUSION OF ANY CUSTOMER SPECIFICATIONS AND/OR PURCHASE CONDITIONS. The T&Cs may only be modified/completed/amended by specific written conditions previously negotiated, accepted and signed by the parties.

1. Conclusion of the Contract. - The provision of Products and/or Services will be carried out in accordance with the terms and conditions of the provision contract ('Contract') established either by the execution of a contract between the parties, or by the Customer's receipt of our company's written acceptance of their order, or by our company's completion of the Customer's order.

The Contract consists of the following contractual documents, listed in descending order of priority:

1. the acknowledgement of receipt of the order, where applicable,
2. the present T&Cs
3. the order and any special conditions, where applicable.

The Parties shall only be bound by the items constituting the Contract. The Customer has decided to engage our company on the basis of the information relating to the Products and Services provided, which they acknowledge having received. Similarly, the Customer acknowledges having had the opportunity to raise any questions and ensure that the Products and/or Services satisfy their needs. Unless otherwise stipulated in the Contract, any studies and recommendations provided to the Customer are never included by reference in the Contract. It is the sole responsibility of the Customer to verify these studies and recommendations under their own authority, just as it is the sole responsibility of the Customer to ensure, before the design and manufacture of the Product or the provision of the Service, that said Product and/or said Service is compatible with the intended use, by means of appropriate tests if necessary.

2. Orders

2.1 Placement - An order is considered to be any written or oral order from the Customer relating to the Products/Services and sent to our Company. The order must be sent on the Customer's letterhead by post, fax or telephone and indicate the Products/Services ordered, their quantity, the delivery address and a desired delivery date. In the event of a dispute, it is the Customer's responsibility to prove the existence and the date of placement of their order.

2.2 Acceptance - Acceptance - The order is deemed accepted by our Company upon written confirmation from it and subject to any reservations it may express. In any event, acceptance by our Company, even in writing, remains subject to the condition that, until all or part of the order has been delivered to the Customer's premises, no financial risk or any other factor likely to call it into question has arisen. Should an order be deemed of abnormal nature and in particular involve an excessive financial risk or be placed by a Customer who has not fulfilled all their obligations arising from previous business dealings, or who has exhibited any behaviour towards our Company that is disloyal or contrary to commercial practice, our Company reserves the right to refuse it, cancel it or, at its discretion, subject its acceptance to the application of special conditions appropriate to the situation, including in particular payment in cash or the provision of any accounting document deemed necessary. The financial risk presented by a Customer may arise, in particular, from insolvency or from commercial references deemed insufficient by our Company, or from the fact that the Customer is new or irregular.

2.3 Cancellation - The cancellation of all or part of any order may only be effected with the prior written consent of our company. In the event of cancellation of all or part of any order with the consent of our company, the costs and expenses already incurred by our company and its subcontractors, such as any Products already manufactured or in the process of being manufactured and services performed or in the process of being performed, any order or any purchase of raw materials are to be paid or reimbursed by the Customer to our company.

2.4 Products - Our Company reserves the right to cease the manufacture of one or more Products for any reason and commits to informing the Customer in writing, with reasonable notice, which shall not be less than four (4) weeks. Our Company undertakes to honour current orders, provided that their delivery date does not exceed the notice period mentioned. In any case, the Customer agrees not to dispute or seek any compensation arising from the cessation of the manufacture of the Products in question.

2.5 Tooling (equipment, machines, moulds, cylinders, negatives, etc.) - Unless expressly agreed otherwise in writing, tooling remain the exclusive property of our company, even if a financial contribution from the Customer. If tooling is supplied by the Customer or if it is agreed that it will be manufactured by and belong to the Customer and the invoice for the tooling is settled by the Customer, the tool remains the property of the Customer. All associated costs and expenses (taxes, repairs, modifications, restorations, etc.) shall be the sole responsibility of the Customer and will be invoiced to them if applicable. Said tooling will be stored on the premises of our company for the duration of the Contract, which will maintain them in working condition according to the nature of said tools, their lifespan and their particular qualities specified in writing at the time they are handed over by the Customer by a third party acting on their behalf. The Customer is responsible for adequately insuring the tools entrusted to us to cover use, deterioration, or destruction, and shall waive any recourse against our company and our insurers in this regard, and ensuring their insurers provide a similar waiver. Tooling may only be returned at the end of the Contract related to the Products and/or Services concerned, upon the Customer's express request, at their expense, once all charges have been settled and any sums due or to fall due (regardless of their due dates) have been paid by the Customer.

3. Delivery

3.1 Delivery - The delivery dates and times provided by our company are only given as an indication. Our company will make all reasonable efforts to adhere to them, subject to the Customer's compliance with the terms of payment and, in general, with their obligations under the terms of the Contract. Failure to meet these deadlines may not result in the cancellation of an order, termination of the Contract, compensation, refusal to accept Products or cancellation of orders in progress. These dates and deadlines will automatically be extended in the event of a delay due to a case of force majeure as per the conditions of article 7, as well as in the event of any late payment as indicated in article 4. Any amendment to an order during its execution must be accepted by our business and will result in an extension of the planned delivery time in accordance with the terms and conditions communicated by our company to the Customer. Should the delivery be delayed at the request of the Customer, with the consent of our company, the Products will be stored and maintained at the expense and risk of the Customer, with no modification of the payment terms, and without any liability being incurred by our company. The Customer undertakes to accept delivery of all the Products in a single delivery. Customer orders must not be for less than a certain minimum quantity of Products, which will be communicated to the Customer on request. Failing this, our company will apply a surcharge, the amount of which will also be communicated to the Customer in advance on request.

3.2 Packaging - The Products are delivered in a suitable packaging that protects the products and complies with the usual practices and standards of our profession. The Customer will be responsible for any special request to change the packaging and the consequences thereof. Similarly, our company will not be liable for any consequences arising from specific transport conditions not previously communicated in writing by the Customer and accepted by us. Our company reserves the right to ask the Customer to return the packaging. All costs and expenses related to this return shall be borne by the Customer.

3.3 Quantities/Quality

Unless otherwise specified in the contract, given the particular nature and manufacturing processes of the products, the Customer accepts that the quantities delivered may vary from the quantities ordered, within the following limits:

- Quantity +/- 10% (however variations of +/- 100 kg will always be permitted)
- Thickness of material: +/- 8,5%

- Printing in compliance with the relevant industry standards.

The Customer also agrees to accept minor deviations in colour from that agreed or compared with the press proofs.

3.4 Transfer of risk - Our sales are made under the terms of Incoterm 'ex works' (EXW Incoterms CCI 2020) unless otherwise agreed in writing by the Parties.

4. Price and payment

4.1 Price - The price of Products and/or Services is determined by our company's written offers. Orders are subject to the offers applicable on the date of the order. The price of the Order is adjusted upwards or downwards based on the Products actually delivered, in accordance with the tolerances specified in Article 3.3. Prices and tariffs are updated at least twice a year, which the Customer accepts. The new price list will be sent to the Customer 2 weeks prior to its effective date. The price of certain Products may be determined based on economic series, discussed beforehand with the Customer. For any order inferior to the quantity of economic series, our company may invoice implementation costs after informing the Customer in writing, on the understanding that the quantities of economic series are established on the basis of continuous production. All prices are exclusive of duties, fees, transport taxes, insurance costs, handling and storage costs, transit costs, cylinder costs, engraving and photoengraving costs and are understood to be 'ex works' (EXW Incoterms CCI 2020).

4.2 Payment - Payments are made by the Customer within 30 days of the invoice date. Payment is to be made without any deduction, retention, or other charges. Unless otherwise agreed beforehand by our company and/or indicated on the invoice, the prices of the Products and/or Services are not subject to any discount or rebate granted by our company. Payment must not be refused, delayed or interrupted for any given reason. Without prejudice to any rights or remedies of our company, any amount not paid in accordance with the terms outlined above will incur interest for each day of delay at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 12 percentage points. Such interest for late payment shall be due and payable automatically from the day following the due date of the outstanding amount. Delay in payment will also result in the Customer paying a fixed fee of €40 for debt recovery costs. If the recovery costs exceed the fixed fee, our company may request an additional compensation upon justification. In the event of late payment or non-payment of any invoice, our company may, under all Contracts with the Customer, suspend the performance of all its obligations, including the execution of ongoing orders, and demand immediate payment of any other invoices that will automatically become due as a result of this delay, without affecting its liability and without prejudice to any damages it may seek from the Customer for the prejudice suffered. In such circumstances, our company may require cash payment upon placing the order or prior to delivery of any new supply. Our company reserves the right to compensate, with no formalities whatsoever, any debts (due or to fall due) of any nature whatsoever that it may have with the Customer with any debts (due or to fall due) the latter may have with the company, whether under all Contracts or otherwise. Any compensation or deduction unilaterally effected by the Customer without the consent of our company will be treated as a failure to pay and result in the application of the penalties set out above. Non-payment of invoices will result in the loss of any discounts that may have been granted and acquired by the Customer.

5. Ownership reserve - The transfer of risks occurs at the time of delivery of the Products pursuant to the terms of article 3 above. The Customer must insure the Products until they have been paid for in full, and must neither modify them nor pawn them. OUR COMPANY RETAINS OWNERSHIP OF THE PRODUCTS UNTIL FULL PAYMENT OF THE PRICE OF SAID PRODUCTS. PAYMENT IS DEEMED TO HAVE BEEN MADE ONLY UPON THE ACTUAL RECEIPT OF THE PRICE IN OUR COMPANY'S BANK ACCOUNT. THE DELIVERY OF BILLS OF EXCHANGE OR ANY OTHER INSTRUMENT CREATING AN OBLIGATION TO PAY SHALL NOT CONSTITUTE PAYMENT UNDER THESE TERMS.

Our company reserves the right to reclaim the delivered Products, regardless of who holds them, without losing any of its rights or interests,

(i) when payment for the Products has not been made within the deadlines agreed by the parties, or (ii) in the event of the initiation of insolvency or liquidation proceedings against the Customer. Until the Products have been paid for in full, the Customer shall maintain them in such a way that they can be identified as the property of our company. As such, in the event of resale, the Customer hereby undertakes to notify the third party purchaser, on completion of the resale, of the present retention of title clause affecting the Products intended for sale, and of the right reserved by our company to claim back from them either the Products delivered subject to retention of title or their price. Moreover, failure to pay the price by the agreed due date will automatically terminate the sale if our company sees fit, and any advance payments already received will be retained in return for the Customer's enjoyment of the Products.

6. Compliance with regulations - Information - The Customer recognises having full knowledge of the formulation and properties of these Products and of the potential dangers inherent to them. It is the Customer's responsibility to perform any necessary checks.

The Customer alone is responsible for complying with existing laws and regulations relating to the import, marketing, and use of the Products in their destination country. The Customer alone is responsible for properly informing their Customers and end consumers regarding the use of the Products and/or their potential hazards, and for any consequences that may result.

7. Force majeure - Our company shall not be held liable for failure to meet its obligations if the performance thereof is hindered, prevented, or delayed by a case of force majeure as defined by French case law and courts. Force majeure events include, but are not limited to, any natural disaster, storm, fire, flood, earthquake, accident, service interruption, strike, production stoppage by employees, interruption and/or delay in loading or transportation, power failure, embargo, trade ban, shortage of raw materials, sabotage, civil or military authorities intervention, acts of war, declared or undeclared hostilities, terrorist acts, and riots.

Our company will notify the Customer in writing as soon as possible of any force majeure event affecting them. In such cases, obligations are suspended, execution deadlines are extended, and the Contract remains in effect. Should a case of force majeure persist for more than 3 consecutive months, either party may terminate the Contract, with immediate effect, by sending a registered letter with acknowledgement of receipt. The Customer must accept delivery of and pay for all Products manufactured up to the date of termination and compensate our company for any other costs and expenses already incurred under the terms of article 10.

8. Audit of products/Guarantee

8.1 Inspection upon delivery of the Products - The Customer is responsible for inspecting the Products received and checking their quality. In the event of

damage, delays, incomplete delivery or any other delivery-related issue, regardless of the delivery location, it is the Customer's responsibility to:

- record the regular protests and reservations with the carrier on the receipt document, which they must sign and date,
- confirm the complaint by registered letter with acknowledgement of receipt to our company within three (3) working days of delivery,
- keep the Products, under the storage conditions stipulated by our company, at the disposal of our company or the surveyor of their insurance company following the date of dispatch of the registered letter, it being understood that any damaged Products reimbursed to the Customer by our company shall become the property of the latter, or
- return the Products to our company in their original state, after having obtained our prior written consent and in compliance with our instructions. Transport costs and risks involved in returning the Products will then be borne by the Customer. Any complaint lodged by the Customer under the terms and conditions described in this article does not suspend the Customer's obligation to pay for the Products in question.

8.2 Guarantee

Principal

Our company guarantees the conformity of the Products to their description for a duration as specified in the product technical data sheets. Any claim related to a hidden defect or non-conformity of the Product must be made in writing with acknowledgement of receipt within fifteen (15) days following its discovery by the Customer; otherwise, it will be considered inadmissible. Under the terms of the guarantee, the only obligation incumbent on our company will either be the free replacement of the Product acknowledged to be defective, or the reimbursement thereof by means of a credit note, at our company's discretion. The guarantee is not applicable to any defects that were not apparent on delivery or non-conformity i) resulting from force majeure, ii) incorrect storage conditions, iii) inappropriate use and/or use that does not comply with the technical data sheets or characteristics of the product, iv) attributable to fault or negligence on the part of the Customer, v) caused by transport or the mode of transport used, vi) resulting from the modification of the Products by the Customer or a third party without the prior written consent of our company, vii) non-existent at the time the Product was delivered, viii) due to the application of mandatory legislative or regulatory rules, ix) which could not reasonably have been known in view of the state of scientific and technical knowledge at the time of delivery, x) resulting from normal wear and tear of the Product.

Implementation

The guarantee claim must precisely define the defects in question in writing. The Customer undertakes to provide our company or its agent with every means to ascertain the defects and to remedy them, if necessary. Our Company will not proceed with any complaint by the Customer concerning all or part of the Products, for any given reason, if the validity of said complaint is not explicitly acknowledged in writing by our Company. The Customer acknowledges that raising a complaint does not, under any circumstances, authorise them to withhold payment of any invoice from our company, whether or not it concerns the products subject to the complaint. The Customer may also not invoke the guarantee claim to suspend or delay their payments.

9. Responsibility - Under no circumstances and in no event will our company be liable to the Customer for any damages, losses, liabilities, or any other consequential, incidental, indirect and/or immaterial costs, including but not limited to financial, usage or reputation losses. The full responsibility of our company for direct damage - the only damage that can be compensated - suffered by the Customer is limited to the price of the order of Products behind each claim. Only claims relating to complaints notified to our company within the timeframes specified in article 8 above will be admissible. The Customer shall be liable to our company and compensate it for any consequences resulting from any claims by third parties in respect of the Products and/or Services where these comply with their specifications or where the Customer has not notified a claim within the timeframes stipulated in article 8 above. The Customer undertakes to compensate and release our company from any liability for any claim, cost or damage arising from abnormal, improper or non-compliant use of the Products, negligence, any breach of the Contract or any fault committed by the Customer, including but not limited to the following: storing the Products in inappropriate conditions, using the Products in conditions or for purposes other than those they were designed for.

10. Transfer of order - Subcontracting - Each order accepted by our company is concluded based on the identity of the Customer. As a result, no order may be assigned or transferred, in whole or in part, by the Customer, to anyone, in any manner or for any reason, without the express, prior, and written consent of our company. Our company may freely subcontract any orders placed by the Customer to any third party of its choice and may freely transfer any orders placed by the Customer and the rights and obligations relating thereto to any of its affiliated entities or to any of the entities in the group it belongs to, subject to notifying the Customer within a reasonable timeframe.

11. Assignment/transfer of the T&Cs and/or the Contract - Our company is free to assign or transfer these T&Cs and/or the Contract, in whole or in part, to any person, to which the Customer hereby consents. The assignment of transfer of the T&Cs or Contract or the Contract will be effective on the day on which our company notifies the Customer. Our company will be released from all obligations under the T&Cs and/or Contract with effect from the date of such notification.

12. Termination of the Contract - The Parties expressly agree that if either Party fails to perform the Contract in whole or in part, the sole remedy shall be, for the Party to whom the commitment has not been performed or has been performed inadequately:

- to terminate the Contract by right, fifteen (15) days after sending a formal written notice to remedy the situation, which has remained unanswered, without any prejudice to possible damages and interest.

13. Intellectual and industrial property - Each party retains ownership of its intellectual and/or industrial property items that it shares with the other party. Accordingly, blueprints, working drawings, sketches, moulds, cylinders, manufacturing diagrams, models, notes and more generally, all documents and all written or verbal information communicated to the Customer shall remain the exclusive property of our company. With respect to the items communicated to our company, whatever their nature and including in particular moulds, drawings and models, etc., the Customer certifies that they hold all the rights pertaining to them and that such items do not infringe any third party rights. The Customer thus guarantees peaceful enjoyment of their operation/use and undertakes to compensate our company for any recourse by a third party which may arise and which would have the effect, in particular, of prohibiting their use or requesting the payment of sums of money of any kind whatsoever. The Customer agrees to inform our company of any third-party action or claim related to intellectual property rights regarding the Products and any infringement by third parties of intellectual property rights related to the Products. The Customer also agrees to assist in any legal action initiated against the authors or accomplices of these infringements. The Customer agrees to cease using the intellectual/industrial property rights relating to the Products immediately on the expiry of the Contract or the end of the commercial relationship between them and our company and at any time, even during the term of the Contract or the commercial relationship with us, at the request of our company should we consider that they may infringe the intellectual property rights or other rights of third parties.

14. Effective date - These T&Cs come into effect from October 1, 2020, for an indefinite duration until their next version. They cancel and replace any prior T&Cs and any contractual document agreed between the Parties by any means. We reserve the right to unilaterally amend these T&Cs at any time. Amendments will be effective and applicable to all our customers within 30 (thirty) days of being posted on our website or communicated by any other appropriate means, and will apply to all orders placed thereafter.

15. Miscellaneous provisions - Failure on our part to comply with any of the obligations incumbent upon our company shall not result in the immediate termination of any relationship by the Customer, which would, for example, result in the cancellation of current orders and/or the cancellation of sales of Products already delivered. Our company's failure to enforce any provision of these T&Cs at any given time shall not be interpreted as a waiver of the right to enforce such provisions in the future. Should any of the paragraphs or clauses of these T&Cs be rendered null and void or unenforceable, the remainder of these T&Cs shall continue to apply, unless the invalidated obligation constitutes an essential obligation, the removal or cancellation of which would preclude the continuation of these T&Cs in their entirety.

16. Applicable Law - Jurisdiction - Where at least one of the parties is of French nationality, the Contract is governed by French law, excluding any conflict-of-law rules, and any dispute related to these T&Cs and/or the Contract shall be subject to the exclusive jurisdiction of the Commercial Court of Paris (France). Where neither party is of French nationality, the applicable law will be that of the nationality of the supplier and any dispute relating to the T&Cs and/or Contract will be subject to the exclusive jurisdiction of the competent commercial courts in the jurisdiction of the supplier's registered office. The United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna (Austria) on April 11, 1980, is not applicable. The contract prevails over any usage, any general terms of purchase issued by the Customer, and any general conditions of trade.