

## GENERAL SALES TERMS AND CONDITIONS

### Definitions:

- a. Seller - Schur Flexible Moneta s.r.o.
- b. Buyer - the Seller's customer, who placed orders for goods
- c. Goods: products which at the time of offering presentation or order placement are available for sale from the Seller.

Sales and deliveries will take place in accordance with the below terms and need not be expressly confirmed by the Buyer.

### I. Offers and order confirmations

No prices quoted in the Seller's offering will apply unless confirmed in writing by the Seller (order acceptance).

Orders will be accepted solely on the Seller's sales and delivery terms. Such terms are an integral part of the Seller's order confirmation and will be submitted to the Buyer at the time of order confirmation. When small quantities of goods are ordered and delivered to customers who are the Seller's trading partners, the Seller may waive the requirement of having offer acceptance confirmed in writing by the Buyer.

Subsequent changes to the order, changes of quantities and cancellations will be acceptable only if production has not been launched and no costs have been incurred on the part of the Seller in connection with the execution of the order. Otherwise, the related costs incurred by the Seller (including lost profits) will be charged to the Buyer.

### II. Delivery

Unless agreed otherwise by the Parties, goods will be delivered ex works Seller's plant for the account of the Buyer and at its risk (EXW). The Seller will not be obligated to opt for the fastest manner of shipment.

The dates of delivery will not be binding unless the Seller guarantees in writing that a specific deadline will be met. In the event of a force majeure cause, and in particular in the event of wars, natural disasters, state intervention, strikes or lockouts, the Seller reserves the right to reject an order, withdraw from the Agreement or accordingly extend the date of delivery. The same applies to circumstances that are unforeseeable or beyond the Seller's control, and in particular to failures or disruptions in the production process at our plants or at the plants of the Seller's sub suppliers or in the event of an unavoidable shortage of materials.

Seller shall in good faith attempt to effect delivery by the date specified, but Buyer agrees that Seller shall not be responsible or liable for any damages, including special or consequential damages, arising from any delay in delivery, or any failure to deliver Purchased Items in quantities and at times specified. In such cases, Seller reserves the right to terminate the Agreement or to reschedule delivery within a reasonable time, and Buyer agrees that such

termination or rescheduling shall not be considered a breach of the Agreement. In no event shall Seller be liable for incidental or consequential damages resulting from failure to meet requested delivery schedules.

### **III. Complaints**

The Buyer's complaints regarding the condition or the quantity of the collected goods must be filed in writing within 3 days of the receipt of goods; any departures from the agreed quantities should be pointed out immediately upon detection.

In case there is no information from the Buyer's side about the details of the notification or claim within 14 days after our request, we consider the claim as closed.

Claims, which are not processed from the Buyer's side for more than one year are considered also as closed.

Goods may be returned only on condition and in accordance with prior agreements of the Parties in a written form or via email. If goods delivered by the Seller are questioned by the Buyer and the Seller recognizes the complaint as justified, it will decide whether to compensate the Buyer in cash (or by issuing the equivalent in goods), improve the quality of the goods or return their equivalent. Should substandard goods be delivered again, the Buyer may either demand a reduction in the amount due for the goods or withdraw from the Agreement, provided that the questioned goods are returned. The Seller will not be liable for the payment of any consequential damages, including lost profits, to the Buyer. The overall Seller's liability in any eventuality shall not exceed 25% of the value of the delivered goods. The Buyer will test the fitness of the goods ordered and offered by us with a view to their applicability to the needs of the Buyer. We will not be liable for the unfitness of goods for the needs and purposes of the Buyer.

No complaints about shortcomings, after the best before date will be accepted.

### **IV. Storage conditions**

Bags and goods in rolls should be kept in a dry, clean and pest free room at the temperature of storage and processing of 15 to 25°C and at 40-60% relative air humidity, Goods should not be stored or transported at temperatures below 5°C, The goods must be seasoned (stored) minimum 24 hours under conditions described in this section before the start of the production in the production hall.

### **V. Payment and ownership of goods sold until payment is made**

Payment shall be made as agreed earlier. If the date of payment is not met, the Buyer will be reminded accordingly. Since the time of such a reminder, the Seller may charge statutory interest starting from the first day following the day of payment term. Irrespective of interest pursued Seller may charge 40 euro of administration fee for collection cost. The Seller shall be entitled to seek supplementary compensation covering the total amount of collection cost incurred including court fees. If Buyer has not, within the agreed time, fully paid the invoices

for Purchased Items shipped under this or any other agreement with Seller, Seller reserves the right to suspend performance on this and/or other Agreements and/or future shipments, until all due invoices are fully paid.

In the event the Buyer has failed to meet the date of payment due to its substantially deteriorated financial standing, the Seller's claims will be due immediately. In the event the Seller learns of such a deteriorated standing prior to the shipment of goods, it may withdraw from the Agreement or refuse to fill an order until an equivalent payment is made or until a security named by the Seller is provided.

In the event the Seller withdraws from the Agreement (for the above named reasons), the Buyer will compensate the Seller for any consequent losses such as lost profit or incurred costs resulting from an expectation of having the contract performed or from having performed work, and in particular from costs resulting from delays in the filling of orders. All deliveries shipped to the Buyer will be made with the reservation that the goods sold are the Seller's property until the payment is made. Until the selling price is paid in full and until all other liabilities of the Buyer resulting from the commercial relationship have been fulfilled, the delivered goods will remain the Seller's property.

In the event the value of the security granted to the Seller exceeds its claims by more than 20%, the Seller will, on the Buyer's demand make a return transfer or discharge the Buyer from a specified portion of the obligation.

## VI. Reservations

The Seller reserves the right to the following departures from the specifications in the goods produced in relation to the parameters indicated in the order:

TOLERANCE PER STRUCTURE QUANTITY	ORDER QUANTITY 0-300 kg +/-	ORDER QUANTITY 301-500 kg +/-	ORDER QUANTITY 501-1000 kg +/-	ORDER QUANTITY 1001-3000 kg +/-	ORDER QUANTITY 3001 kg and more +/-
STRIPE LAMINATED PRODUCT (YANGO AL ST)	20	15	12	10	5
MONOTWISTFILM (YANGO HDPP)	12	10	8	5	3
PAPER LAMINATED TWISTFILM (YANGO TWIST)	20	15	12	10	5
ALUMINIUM FOIL (YANGO AL)	20	15	12	10	5
ALUMINIUM PAPER LAMINATE (YANGO AL PAB)	20	15	12	10	5

The Buyer accepts it is impossible to eliminate discrepancies in paint tints and material or print ink color. Such attributes may arise both from those on the specimens provided to the Seller and from those shown on the shade tables provided by paint manufacturers. The above departures do not authorize the customer to have the goods exchanged or have their price refunded. In the event of numerical discrepancies (for differences in shades of paints and colour of raw material or inks), the Seller reserves the right to deviate from specifications by  $\pm 3\%$ . Production of Goods by the Seller within the permissible tolerances, referred to above, is considered to be proper execution of the Buyer's order

Cromalins will be delivered prior to each commencement of printing. Prices for all cromalins are calculated on the basis of time spent. The Buyer will be liable for errors in print made on the basis of the cromalins it approved. Any changes communicated by telephone must be confirmed by the Buyer in writing. The Seller will provide technical advice, written or oral, to

the best of its knowledge such advice will be given as guidance and will lead to no liability on the part of the Seller. An assurance of specific features of the goods to be delivered and of compliance with production instructions must be made in writing and submitted with order confirmation. Guidelines regarding technical standards will be used as production instructions. If between the date of conclusion of the Agreement and the date of delivery, due to considerable changes in the prices of materials, the Seller is forced to change the price of goods, the price of goods as of the date of delivery will apply. Should the price increase, the Buyer may withdraw from the Agreement in writing within 14 days of being notified of an increase in price. However, in such an event, the Buyer will bear all such costs related to the performance of the delivery as have been incurred by the Seller.

The Seller reserves the right to use the services of the recommended external companies, including subcontractors, in the absence of production in the Schur factories.

#### **VII. Place of performance and competent court**

The place of performance of the Agreement is the Seller's registered office. Any disputes between the parties arising from the performance of the Sales Agreement will be resolved by an general court of material competence having territorial competence over the Seller's registered office. The parties will be governed by the law of the Slovak republic.

#### **VIII. Scope of Agreement**

These Terms of Sales and Delivery will apply to any order, notwithstanding the applicability of other terms to prior orders. Any modifications or amendments shall take effect only if made in writing. Should these Terms become void, other understandings will remain in effect.

#### **IX. Copyrights**

The Seller shall store the printing forms, prepared for the Buyer for a period of 1 year, counting from the moment of preparing them. After this period, the Seller has the right to destroy the printing forms, and the Buyer shall not make any complaints about that.

The Buyer, who sends, to the Seller, the graphic designs in order to print them and to copy the printing, states, that the Seller is entitled to print the designs. The Buyer also states, that by issuing the above mentioned graphic designs, the Buyer does not commit a breach of any third party's rights to: merchandise marks, patents, exclusive design or trade name. Any consequences of a possible breach of these rights are taken by the Buyer. Shall any third party lay claims to the Seller for committing a breach of author's economic rights or industrial property rights, the Buyer shall immediately take up the case and take over all costs of the case, including the costs of legal assistance.

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