

## **GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

These General Terms and Conditions of Sale, Delivery and Payment (hereinafter: the “Terms”) apply to all offers, quotations, agreements, order confirmations, deliveries, and services of Europe Packaging B.V., a company incorporated under the laws of the Netherlands (hereinafter: “Europe Packaging”). Any general or specific terms and conditions of the customer are expressly rejected unless explicitly accepted in writing by Europe Packaging.

### **Article 1 – Definitions and Applicability**

In these Terms, ‘Customer’ means any legal or natural person entering into an agreement with Europe Packaging. These Terms apply to all current and future legal relationships between Europe Packaging and the Customer.

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### **Article 2 – Offers and Quotations**

All offers and quotations are non-binding unless expressly stated otherwise. Quotations are based on information provided by the Customer, which must be complete and accurate. Europe Packaging reserves the right to withdraw or amend quotations prior to acceptance.

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### **Article 3 – Formation of the Agreement**

An agreement is concluded only after written order confirmation by Europe Packaging or commencement of execution. Amendments or additional agreements are valid only if confirmed in writing.

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#### **Article 4 – Prices and Price Adjustments**

All prices are exclusive of VAT and other levies. Prices are based on prevailing costs of materials, energy, labor, and transport. Europe Packaging may adjust prices in case of increases in these cost factors.

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#### **Article 5 – Payment Terms**

Invoices must be paid within thirty (30) days from invoice date. Europe Packaging may require advance payment or security. Late payment results in statutory commercial interest and collection costs.

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#### **Article 6 – Delivery and Transfer of Risk**

Delivery is Ex Works (EXW) unless otherwise agreed in writing (DAP/DDP upon request). Delivery times are indicative. Risk transfers upon dispatch from Europe Packaging's premises.

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### **Article 7 – Quantity Tolerances**

Custom-made packaging may be delivered with quantity deviations of minimum  $\pm 10\%$  and up to  $\pm 20\%$ , depending on product type. Such deviations are deemed accepted and billable.

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### **Article 8 – Samples and Approvals**

Samples, proofs, and witness samples require written approval before production. Approved samples constitute the quality standard. Deviations within industry tolerances are accepted.

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### **Article 9 – Inspection and Complaints**

Complaints must be submitted in writing within eight (8) days after delivery and before use or processing. After this period, deliveries are deemed accepted.

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### **Article 10 – Storage and Call-Off**

If Customer fails to accept delivery, Europe Packaging may store goods at Customer's risk and expense or invoice as delivered. Storage costs may apply.

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### **Article 11 – Retention of Title**

All delivered goods remain property of Europe Packaging until full payment of all claims. Customer may not pledge or encumber unpaid goods.

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### **Article 12 – Liability**

Europe Packaging's liability is limited to the invoice value of the affected delivery. Indirect, consequential, and business damages are excluded unless caused by willful misconduct.

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### **Article 13 – Force Majeure**

Europe Packaging is not liable for delays or failures caused by force majeure, including energy shortages, raw material scarcity, strikes, or transport disruptions.

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### **Article 14 – Intellectual Property**

All designs, tools, dies, and artworks remain property of Europe Packaging unless agreed otherwise. Customer indemnifies Europe Packaging against IP claims.

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### **Article 15 – Sustainability and Certifications**

Europe Packaging operates under FSC<sup>®</sup> Chain of Custody and ISO-certified management systems. Use of sustainability claims is subject to compliance with applicable standards.

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#### **Article 16 – Termination and Suspension**

Europe Packaging may suspend or terminate agreements if Customer fails to meet obligations, without prejudice to claims for damages.

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#### **Article 17 – Governing Law and Jurisdiction**

All agreements are governed by Dutch law. Disputes shall be submitted exclusively to the competent court in the Netherlands.

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