

AVERY DENNISON GENERAL TERMS AND CONDITIONS OF SALE for PRINTERS SOLUTIONS as amended and updated from time to time including the Avery Dennison code of conduct available at www.averydennison.com (hereinafter collectively referred to as “Conditions”

1. Applicability

- 1.1. These Conditions shall apply to all sales of all products (“Products”) made by the Avery Dennison selling entity (“Seller”), to its customer (“Buyer”) whether by a written agreement including annexes between Seller and Buyer (“Agreement”), or otherwise. Seller shall include any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the entity specified. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.
- 1.2. The use or applicability of any general terms and conditions of Buyer in respect of any other agreement, such as a purchase order, acknowledgement or otherwise, is explicitly rejected by Seller and are solely for the convenience of Buyer and for no other purpose.
- 1.3. In the case of a conflict between the provision of these Conditions and Agreement between the parties, the following order of precedence shall apply: (1) the Agreement, such as a supply or sales agreement (and/or rebate agreement); and (2) the Conditions.
- 1.4. The Seller reserves the right to modify the Conditions unilaterally as needed without notice.

2. Quotations and Orders

- 2.1. Seller’s quotation is not an offer to sell, but it is an invitation to submit an order and no contractual relationship arises there from until an order has been accepted by Seller.
- 2.2. Unless previously withdrawn, any quotation is valid for thirty (30) days or such other period as is stated therein. Seller explicitly reserves the right to withdraw or amend a quotation.
- 2.3. An order placed with Seller is an order incorporating these Conditions exclusively unless expressly agreed to by Seller in writing.
- 2.4. An order shall be in writing, with a reference number and signed by the Buyer. Seller may accept any order, fill any portion of an order or to refuse any order in whole or in part.
- 2.5. Orders cannot be cancelled except upon terms which will fully compensate Seller against any and all losses or expenses as a consequence of such cancellation.
- 2.6. All orders are subject to acceptance by Seller. Partial shipment by Seller does not constitute acceptance of an order.
- 2.7. If at the request of Buyer, Seller is required to keep a stock of Products, Buyer is at all times responsible for paying an amount equal to the price of the Products in inventory to Seller as well as for any raw materials needed to maintain the stock. No refund will be made to Buyer if the Agreement or otherwise terminates, for whatever reason, and the stock or the related raw materials has not yet been sold.

3. Delivery

- 3.1. Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force at the relevant dispatch date. Unless a different Incoterm and destination is agreed in writing between the parties, all deliveries are based on Incoterms 2010, FCA Seller’s designated site.

- 3.2. All delivery dates mentioned in any quotation or order confirmation or other media are estimates only and do not represent any binding obligation of Seller towards Buyer unless otherwise agreed between the parties in writing.
- 3.3. Fulfillment of delivery obligations included in quotations, order confirmations, shipments and Agreements between the parties shall be subject to any national or international regulations, particularly export control regulations and embargoes or any other restrictions. Unperformed or delayed deliveries caused by export checks or licensing procedures shall override any agreed lead times or deadlines. In such cases, any claims for damages shall be excluded.

4. Prices

- 4.1. All prices are excluding packaging charges, VAT and other taxes, duties and/or charges, unless explicitly otherwise agreed upon in writing. Such taxes, duties and/or charges shall be for the account of Buyer.
- 4.2. If Seller uses price lists for the Products sold, the prices payable for the Products shall be Seller’s list prices valid at the time of dispatch.
- 4.3. Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Seller which is due to any factor beyond the control of Seller (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, increase in the cost of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Seller adequate information or instructions.

5. Payment Terms

- 5.1. Unless otherwise expressly agreed in writing by the parties, payment of invoices shall be (i) in the invoiced currency, (ii) into the bank account specified on the invoice and (iii) within thirty (30) days or within the time-period as set out by the applicable law from the date of invoice without any setoff or discount being applied.
- 5.2. Seller shall at all times have the right to demand advance payment or cash payment before delivery of the Products or to demand security or other letter of guarantee to be provided in a form approved by Seller’s authorized representative to ensure that the purchase price of the Products is paid.
- 5.3. Any extension of credit or credit limits allowed or granted to Buyer may be changed or withdrawn at any time and does not indicate an acceptance by Seller of an order from Buyer.
- 5.4. The Buyer shall be in default (“**payment default**”) in respect of its payment obligations, if it has not paid Seller’s invoice within thirty (30) days or on the expiration of the payment term of the invoice if later than the above. If there is a payment default by Buyer, Seller has the right to charge interest of one and a half per cent (1.5%) per month or, if lower or higher, the statutory interest under the applicable law over the outstanding amount. For the purposes of this clause, part of a month will be deemed to be a month. All judicial and extra-judicial costs, incurred by Seller with respect to the payment default by Buyer are for the account of Buyer. The extra-judicial costs will be minimum ten per cent (10%) of any outstanding amount or, if lower or higher the amount under the applicable law..

5.5. Seller may always at its sole discretion and without any notice being applicable, set-off any amount and/or charge due by Buyer with any amount payable by Seller to Buyer. Buyer does not have the right to set-off its payment obligations against the amounts payable to it by Seller.

6. Software

- 6.1. These provisions will apply to the delivery of standard and/or custom-made software by Seller (“**Software**”), in addition to the provisions contained in these Conditions. Any additional terms concerning use of the Software will be set forth in a separate Software license.
- 6.2. The delivery includes Software relating to the application, the operating system, as well as the related manual.
- 6.3. Unless agreed otherwise, Buyer will at its own costs install the Software at its premises.
- 6.4. Seller does not guarantee that the Software is without any defects and/or bugs.
- 6.5. Seller will grant the Buyer a non-exclusive license for the use of the Software on the installed device. The license will immediately terminate and expire upon the end of the use of the Software or the return, transfer or sale of the equipment or in case of expiration or termination of the Agreement between the parties for any reason. Title to the Software will at all times remain with Seller.
- 6.6. Buyer is prohibited from (i) making copies of the Software, other than an archival or back up copy, (ii) reverse engineering or decompiling the Software, and/ or (iii) making amendments or alterations to the Software without prior written consent of Seller.
- 6.7. The Software does not include the source code. Buyer is not granted any rights pertaining to the source code for the Software.
- 6.8. Unless agreed otherwise, Seller will not provide maintenance services related to the Software.
- 6.9. Seller may, at its sole discretion, determine at any time whether to provide a new version of the Software to the Buyer or any patches or fixes for the Software.

7. Maintenance Services

- 7.1. Seller may provide services in relation to certain equipment provided by Seller and Software, such as maintenance, assembly and other services (“**Services**”).
- 7.2. Unless otherwise agreed between the parties, the rates at the day of service shall apply in respect of the Services.
- 7.3. Seller shall only perform the Services in respect of its own Products, and does not perform Services in relation to any equipment of third parties.
- 7.4. Seller shall not be obligated to provide the Services if Buyer has modified, amended or altered the Software or the equipment without the prior written consent of Seller. Seller shall not be obliged to provide the Services to Buyer, if it is evident to Seller that the Software and/or the equipment has been used in a manner for which it has not been intended or has otherwise been maintained in a manner not consistent with Seller’s recommended procedures.

8. Retention of Title

- 8.1. Notwithstanding delivery and passing of the risk under the relevant Incoterms, the ownership of the Products shall be retained by Seller and shall only be transferred to Buyer when Buyer has fully complied with all of its obligations contained in or arising from these Conditions and any Agreement between the parties, including payment.
- 8.2. If Buyer is in default in complying with any obligations arising from these Conditions and/or any Agreement between

the parties, Seller shall have the right at all times to obtain possession of or inspect the Products for which title has been retained, wherever they are located, without prejudice to Seller’s other rights to compensation in connection with Buyer’s default.

9. Intellectual Property

- 9.1. All intellectual property rights pertaining to the Products shall be and remain the intellectual property right of Seller or its licensors.
- 9.2. All Buyer’s logo’s, trade names, or trademarks owned or used by Buyer in the course of its business (“**Marks**”), are the sole property of Buyer and Buyer will retain the intellectual property rights in relation to the use of such Marks. In case this is required for the performance of the obligations under the Agreement and/or these Conditions, Buyer shall grant Seller a royalty free and non-exclusive license to use the Marks for the term of the Agreement or until the obligations of Seller, including periods to satisfy compliance and regulatory obligations, under these Conditions have been fulfilled. Buyer indemnifies and holds Seller harmless against any and all costs (such as, but not limited to (third party) claims, demands, liabilities, losses, damages, settlements, judgments awards) that may be sustained or incurred by Seller in relation to, or as a result of, the use of the Marks, if and to the extent such use of Marks is prescribed by Buyer in relation to the Agreement and/or these Conditions.
- 9.3. Except as expressly provided in the Agreement or in these Conditions, no clause in the Agreement nor in the Conditions is construed as granting or implying to Buyer any rights to the Product under any letters patent, or other intellectual property right. If the Products are to be modified in any manufacturing process or combined with other components where the Product, changed or produced in accordance with a specification submitted by the Buyer, the Buyer will indemnify and defend Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller’s use of the Buyer’s specification, modification or combination where the Product itself would not be subject to any claim of infringement.
- 9.4. Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that Buyer may, prior to the manufacture of special order goods, request that the imprint only be deleted.

10. Warranty

- 10.1. Seller warrants for the period stated in clause 10.2 below, that the Products are free from defects in material or workmanship so that the Products meet Seller’s specifications. Seller gives no other express or implied guarantees or warranties with respect to the Products, including, but not limited to, any implied warranties of merchantability, fitness for any particular use and/or non-infringement. This warranty may be asserted by Buyer only and not by Buyer’s customers or users of Buyer’s products.
- 10.2. The period of warranty is one (1) year from the date of shipment unless expressly provided otherwise in the Product data sheet, technical specifications or agreed in writing by the parties.

- 10.3. Immediately upon delivery, Buyer shall inspect the Products for quality and quantity. The check shall be based on transport documents and/or specifications applicable to the Products. Complaints in respect of quantity and/or visual defects to the Products shall be reported to Seller within forty eight (48) hours after delivery. Buyer shall note the defects on the relevant transport documents and shall keep the defective Products unless Seller requests Buyer the return of the defective Products to Seller in their original packaging. Buyer shall follow Seller's material return requirements prior to sending the Products back to Seller.
- 10.4. Complaints in respect of non-visual defects to the Products shall be reported to Seller immediately after occurrence but in no event later than ninety (90) days after receipt. Buyer shall give immediate notice of such complaint to the claim handling department of Seller.
- 10.5. Any cause of action for Product defects or otherwise which Buyer may have shall be barred after the lapse of (i) the period referred to in clause 10.3 and/or (ii) the warranty period referred to in clause 10.2 above.
- 10.6. Should any failure to conform to Seller's warranty appear within the period referred to in clause 10.2 above, Buyer's sole and exclusive remedy shall be, at Seller's option, either crediting, in whole or in part, the Buyer with the purchase price of the affected Products, or replacing the affected Products or any affected part or parts thereof.
- 10.7. The warranty in this clause 10 will not apply and may not be invoked by Buyer, in case Buyer has not complied with the specific instructions relating to the Product, including, but not limited to instructions on storage, exposure, use, maintenance or other conditions of Seller as provide in materials or otherwise published in respect of a Product.

11. Liability

- 11.1. Subject to any limitations or exclusions imposed by mandatory applicable law, Seller's aggregate liability to Buyer, whether for negligence, breach of contract, misrepresentation or otherwise, shall be limited to direct damage only and shall not exceed the price of the defective, non-conforming, damaged or undelivered Products which give rise to such liability as determined by net price invoices to Buyer in respect of any occurrence or series of occurrences.
- 11.2. The Buyer shall indemnify Seller against any and all losses, damages, and expenses including attorneys' fees and other costs that Seller may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission, or negligence of the Buyer in connection with or arising out of the use, operation, replacement, or repair of any product described hereunder and sold by Seller to Buyer.
- 11.3. Seller shall not be liable to Buyer for any indirect, incidental or consequential loss, damage or injury, including without limitation, loss of anticipated profits, loss of use or production or loss of capital, goodwill, reputation, or losses or expense resulting from third party claims, even if Seller has been advised of the possibility of such damages.

12. Force Majeure

Neither party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure including, but not limited to, fire, flood, (civil) war, serious domestic disturbances, mechanical breakdown, failures of carriers, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), the intervention of any

governmental authority, or any causes or contingencies beyond a party's reasonable control, provided that the party who cannot perform as a result of such force majeure notifies the other party of the delay and the reasons thereof.

13. Confidentiality

13.1 Buyer shall not disclose to any third party any information regarding the design of the Products, any drawings, specifications, test results, samples, quotations, prices, marketing materials and other terms of sale ("Confidential Information") received from Seller in connection with the Agreement and/or these Conditions, and Buyer shall use the Confidential Information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent required by law or with written approval of Seller. Confidential Information shall not include information which is or becomes publicly available through no fault of Buyer which Buyer can show was already in Buyer's possession prior to receipt from Seller.

14. Assignment

None of the rights or obligations of Buyer under the Agreement and/or these Conditions may be assigned or transferred in whole or in part without the prior written consent of Seller. Seller may assign any or all of these Conditions or Agreement to any affiliate of Seller or to an entity acquiring substantially all of the assets of the business related hereto.

15. Waiver

- 15.1. No waiver, alteration or modification of these Conditions shall be valid unless made in writing by Seller.
- 15.2. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver thereof.

16. No Third Party Beneficiaries

These Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

17. Severability

Each paragraph and provision of these Conditions is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

18. Jurisdiction and Applicable Law

- 18.1. These Conditions shall be governed by and construed and interpreted in accordance with the laws of the country of Seller's registered seat ("Applicable Laws"). The provisions of the United Nations Convention on Contracts for the International Sale of Products ("the Vienna Convention") shall not apply.
- 18.2. Any disputes arising out of or in connection with any order or sale agreement between Seller and Buyer shall be brought before the competent courts of Seller's registered seat.

19. Compliance with laws

- 19.1. Buyer shall comply with all Applicable Laws and regulations including but not limited to the relevant European Union and U.S.A. laws and regulations on export and Buyer shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union and/or the U.S.A.

19.2. Buyer shall comply with the provisions of any applicable anti-bribery laws including, but not limited to, the UK Anti-Bribery Act, the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD").

20. Default

If Buyer does not comply with its obligations under these Conditions and if allowed by the applicable law, Buyer shall promptly be deemed to be legally in default, without any notice and without legal action being required. In that case and unless otherwise agreed: (i) Seller shall be entitled to suspend its obligations under these Conditions including but not limited to suspending the supply of Products without relieving Buyer from its obligations, and (ii) all amounts and interests payable by Buyer shall become immediately due to Seller without any rebate allowance. Seller may also terminate the order or any part hereof if Buyer has filed for bankruptcy or other insolvency proceeding. In the event of termination for cause, Seller shall not be liable to Buyer for any amount.

21. Recalls

21.1. If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, the Buyer shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.

21.2. If the recall is due to Buyer's negligent acts or omissions in handling, storing or packaging the Product or Buyer's failure to comply with Applicable Laws, or with Buyer's specifications, then Buyer shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Buyer and the Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

22. Audit

Buyer will maintain complete and accurate records of the fees and expenses under these terms at least twelve (12) months after the termination or expiration of an agreement between the parties, and will make such records available to Seller during normal business hours upon reasonable advance written notice. Buyer will provide copying capability and work space and cooperate in any audit of such records that Seller may undertake; Buyer will cooperate in any audit of such records that Seller may undertake; provided, however, that any such audit will be at Buyer's sole expense, or credits received within thirty (30) days from the date of the audit.