GENERAL TERMS AND CONDITIONS

Last update: 01.06.2025

1. DEFINITIONS

1.1. Good(s): All goods such as packaging and insulation material sold by the Seller to the Purchaser.
1.2. Purchaser: Any party acting as a purchaser of the Goods from the Seller, but only legal entities.
1.3. Agreement: The agreement that the Purchaser concludes with the Seller for the purchase of one or more Goods, in accordance with Article 3.2 of these General Terms and Conditions.
1.4. Party: Purchaser or Seller.
1.5. Parties: Purchaser and Seller.
1.6. Seller: Depending on the Agreement and the party named therein as Seller:

- the public limited liability company ("*naamloze vennootschap*", abbreviated into "*NV*") Abriso-Jiffy, having its registered office in Belgium, 8570 Anzegem, Gijzelbrechtegemstraat 8-10 and Crossroads Bank for Enterprises (CBE) number 0426.860.673, with email address: info.be@abrisojiffy.com;
- the public limited liability company ("*naamloze vennootschap*", abbreviated into "*NV*") JIFFY PACKAGING, having its registered office in Belgium, 3830 Wellen, Bodemstraat 11 and Crossroads Bank for Enterprises (CBE) number 0404.798.222, with email address: wesales@abrisojiffy.com;
- ABRISO FRANCE SA, having its registered office in France, Saint Rambert d'Albon, 26140 ZI Le Cappa, Route du Port de Champagne 15 and company number FR10397634783, with email address: info.be@abrisojiffy.com;
- Sapronit SAS, having its registered office in France, Sapronit, 67130 Wisches, ZI, Route de la Mazière and company number FR12677280869, with email address: clients@sapronit.com;
- Tap Telion-Air-Pac GmbH, having its registered office in Germany, 38112 Braunschweig, Tap Telion-Air-Pac, Grotrian-Steinweg-Straße 5 and company number DE114813214, with email address: info@taptelion.de;

2. GENERAL

2.1. These General Terms and Conditions apply to all Agreements, unless and to the extent that they are expressly deviated from in writing. In the event of any conflict between the General Terms and Conditions and the negotiated terms and conditions, the latter shall prevail. These General Terms and Conditions take precedence in all cases over the terms and conditions of the Purchaser and/or a third party, even if the Seller has not expressly objected to them.
2.2. The conclusion of the Agreement in accordance with Article 3.2 implies acceptance of the General Terms and Conditions by the Purchaser, that declares to have taken note of them in a language it understands.
2.3. The Seller reserves the right to change these General Terms and Conditions. Any changes to the General Terms and Conditions will be communicated to the Purchaser in writing at least 1 month before they come into effect, in a form chosen by the Seller. The new terms and conditions will apply from the specified effective date.
2.4. Technical information in the form of brochures, graphs, illustrations and so forth are intended to provide general information about the Seller and are not binding. Price lists and other advertising or promotional documents are for information purposes only and do not constitute an contractual offer.
2.5. The possible nullity of any provision of these General Terms and Conditions shall under no circumstances entail the nullity of the other provisions. In such case, the parties will make every effort to replace any invalid provision with an equivalent and valid provision.

3. QUOTES

3.1. Quotes are valid for 30 days unless expressly stated otherwise therein.
3.2. The Agreement is deemed concluded between the Seller and the Purchaser when the Purchaser accepts the quote (in writing) within the period of validity as determined in Article 3.1, and the Seller confirms the order in writing by means of an order confirmation.

3.3. Any order for Goods which has not been the subject of a written quote shall only be binding if it is accepted in writing by the Seller by means of an order confirmation. The Agreement replaces all agreements relating to the same Goods concluded previously and/or orally.

3.4. No amendment or cancellation of the Agreement by the Purchaser shall be possible after confirmation of the quote by the Purchaser in accordance with Article 3.2, unless this is agreed upon mutually in writing between the Parties, without prejudice to the possibility of termination of the Agreement as explained in Articles 9 and 11.

4. DELIVERY AND EXECUTION

4.1. The Purchaser may choose to either pick up the Goods from the Seller or have the Goods delivered by the Seller to the Purchaser. The Goods shall be delivered in accordance with the "EXW" or "FCA" incoterms, as set forth in the Agreement.

4.2. The delivery and/or execution deadlines communicated are merely indicative and therefore not binding unless expressly agreed otherwise between the Parties. The mere exceeding of the delivery and/or execution deadlines communicated shall not give rise to any compensation, nor to termination of the Agreement.

4.3. The Seller may, if necessary, split the delivery up into partial deliveries.

4.4. In the event that the Seller is required to deliver the Goods to the Purchaser, the Seller shall deliver the Goods to the address specified by the Purchaser. The costs of delivery of the Goods by the Seller as stated in the Agreement shall be borne by the Purchaser. The Purchaser shall ensure that the Seller can deliver the Goods to the agreed location and at the agreed time. Failing this, the Seller shall be entitled to charge to the Purchaser the costs incurred as a result of any delay in the receipt of the Goods by the Purchaser (such as, without being limited thereto: storage and freight costs).

4.5. If the Purchaser fails to pick up the Goods from the Seller or to accept delivery of the Goods within a period of 15 days from the Seller's notification that the Goods are ready for pick up/the day of the delivery deadline or if the Seller has failed to deliver the Goods in accordance with Article 4.4, the Agreement may be terminated by the Seller in accordance with Article 9.2.

4.6. If the Purchaser fails to comply with the payment terms and conditions under previous or current Agreements, the Seller shall have the right to suspend performance of the Agreement until the arrears have been settled by the Purchaser, without the Seller being liable for any damages resulting from such suspension.

4.7. The Seller shall take all measures that can reasonably be expected of it to deliver the (quantity of) Goods in accordance with the Agreement. The Purchaser acknowledges, however, that for reasons beyond the Seller's control this may not always be possible. Such reasons may include (without being limited thereto): deviation in the dimensions of the Goods due to the inherent characteristics of the Goods. The Seller reserves the right to deliver Goods that differ from the Goods under the Agreement. Any such discrepancy between the quantity of Goods stipulated in the Agreement and the quantity of Goods delivered shall in no event exceed 10%. Furthermore, such discrepancies between the Goods in accordance with the Agreement and the Goods delivered shall in no event relate to the functional characteristics of the Goods as stipulated in the Agreement.

5. PRICE AND PAYMENT

5.1. All prices are stated by the Seller in euros and exclusive of value-added tax (VAT) and/or any other taxes. Any introduction or amendment of one or more taxes or levies of any nature whatsoever as well as any increase in prices resulting from increases in the costs of raw materials, materials, energy and transport (non-exhaustive list) shall be borne by the Purchaser, even for currently applicable Agreements (if not foreseen upon conclusion of the Agreement).

5.2. The Purchaser undertakes to pay the prices as stated in the invoice. If the Agreement relates to Goods to be supplied in quantities below the prescribed "minimum order quantity" (as notified to the Purchaser in the quote or the price list(s)), a surcharge will be charged as stated in the Agreement.

5.3. The invoice may be issued to the Purchaser before or after the Goods have been delivered, in accordance with Article 4. Unless otherwise agreed upon in writing, the Seller's invoices are payable within 30 days of the invoice date, in the currency stated on the invoice.

5.4. In the event of non-payment by the due date, default interest at a rate of 12.5% will be rightfully calculated on the invoice amount from the due date. This default interest shall be due without the need for prior notice of default. If the Purchaser pays late, it shall also be liable for a fixed fee for administrative and collection costs, set at 10% of the invoice amount, with a minimum of EUR 150.00 (rightfully due without prior notice of default), and this without

prejudice to the Seller's right to claim a higher amount if it incurs higher costs to obtain payment of the amounts due.

5.5. Any failure to pay an invoice by the due date shall render all invoices payable, including those not yet due and outstanding at that time, by the same Purchaser, and any payment facility granted by the Seller to the Purchaser shall become null and void at the same time.

5.6. The Purchaser must notify the Seller of any objections regarding invoices within 15 calendar days of the invoice date, by registered letter stating the grounds for such objections. The Purchaser's obligation to pay shall not be suspended by such objections.

5.7. The Seller reserves the right to refuse to enter into the Agreement or to make the conclusion thereof dependent on sufficient payment guarantees provided by the Purchaser. The Seller also reserves the right to require payment guarantees from the Purchaser during the performance of the Agreement if it has a valid reason to do so and believes that these are necessary for the proper performance of the Agreement. The costs of providing these payment guarantees shall be borne by the Purchaser. The Purchaser expressly declares (and shall take the necessary measures to this end) that all payment guarantees provided towards the Seller may be used by the Seller for the purpose of paying all amounts owed by the Purchaser to the Seller under the Agreement.

6. WARRANTY CLAUSE

6.1. The Purchaser undertakes to examine the Goods upon receipt and to verify that the quality and/or quantity of the Goods delivered correspond to the Agreement. Under penalty of forfeiture of the warranty, any visible defects concerning the Goods must be reported to the Seller in writing without delay and at the latest when signing the delivery slip/CMR consignment note (as the case may be). Such written notification of the Seller shall include a detailed description of the visible defects in the delivery slip/CMR consignment note (as the case may be). The use, processing or modification of the Goods or a part thereof implies approval of the visible defects of these Goods.

6.2. Under penalty of forfeiture of the warranty, any hidden defects concerning the delivered Goods must be reported to the Seller in writing without delay and at the latest within 60 days after the Purchaser discovered or should reasonably have discovered the defect, describing the defect in detail.

6.3. The defective Goods shall also be subject to an adversarial examination by an agent appointed by the Seller. If the Seller confirms that a Good is defective, the Seller shall only be obliged to repair or replace the defective Good (after which the Goods replaced shall become its property), to the exclusion of any other costs. The Seller reserves the right to repair the Goods instead of replacing them if it considers this more reasonable given the circumstances. In the event of replacement of the Goods, the costs associated with returning the defective Goods and sending the replacement Goods shall be borne by the Seller. No rights can be derived from the warranty other than those described here.

6.4. The warranty cannot be invoked by the Purchaser if the defect is due to normal wear and tear of the Goods, abnormal use of the Goods, negligence or accident, intentional damage to the Goods caused by the Purchaser or its agents, failure by the Purchaser or its employees to comply with the instructions for use or user's manual, or if repairs or other actions have been carried out by third parties on the Goods in question.

7. LIABILITY

7.1. The Seller shall never be liable for any damages resulting from the circumstances set out in Article 6.4. In this regard, it should be emphasised that it is the Purchaser's responsibility to know and understand compliant use of the Goods and their compatibility with the specific use intended by the Purchaser. Furthermore, the Seller shall never be liable for incidental or indirect, consequential, immaterial or business damages (such as, without being limited thereto: loss of profit, missed savings, commercial damages, loss of production, decline in turnover, loss of clientele, increased operational costs, reputational damages suffered by the Purchaser or third parties).

7.2. In the event of liability for direct damages resulting from fraud, intent or gross negligence on the part of the Seller (or its employees and/or agents), any compensation shall be limited to the amount of the value of the Agreement in relation to the Goods concerned.

7.3. However, any limitation of liability as provided for in this article shall not apply if the damages concern physical injury or death.

7.4. The Purchaser shall indemnify and hold the Seller (and its employees and/or agents, as the case may be) harmless from and against all costs, including attorneys' fees, compensation, damages, claims, expenses and proceedings arising out of or in connection with any actions of the Purchaser or third parties engaged by Purchaser.

8. RETENTION OF TITLE

8.1. In departure from Article 1583 of the old Belgian Civil Code, the transfer of ownership of the Goods is subject to full payment of the price by the Purchaser in accordance with Article 5. In the event of non-payment – or only partial payment – by the agreed due date, the Seller may demand return of the Goods or even recover them, at the Purchaser's expense. In view of the retention of title, the Purchaser is not permitted to alienate the Goods before full payment, under penalty of compensation.

8.2. The aforementioned provision shall not prevent the transfer to the Purchaser of the risk of loss or damage to Goods to which the retention of title applies from the conclusion of the Agreement in accordance with Article 3.2, as well as of the damages they may cause.

9. TERMINATION OF THE AGREEMENT

9.1. If and for as long as a Party fails to fulfil any contractual obligation, the other Party shall have the right to suspend the fulfilment of its obligations, without prejudice to its other rights against that one Party.

9.2. The Parties shall be entitled to terminate the Agreement immediately by simple notice sent by registered mail, without further notice of default, without prejudice to the Purchaser's obligation to pay any amounts still due and without prejudice to the right to compensation for damages, if one of the following circumstances occurs: (a) if a Party, after written notice to fulfil its contractual obligations within 14 calendar days, fails to fulfil these obligations; (b) if a Party is declared bankrupt, insolvent or has ceased payments, its credit is compromised or in the event of liquidation or dissolution of that Party; (c) if the Purchaser refuses to provide a payment guarantee in accordance with Article 5.7; (d) if the Purchaser fails to accept receipt of the Goods in accordance with Article 4.4.

9.3. In the event of termination of the Agreement by the Purchaser or by the Seller due to a failure on the part of the Purchaser, the Purchaser shall owe the Seller a fixed compensation of 30% of the value of the Agreement by operation of law ("*ipso jure*"), subject to the right to higher compensation if it is proven that the actual damages incurred exceed this amount. However, to the extent that Goods are manufactured in accordance with the Purchaser's specific instructions, the Purchaser shall be obliged to reimburse the Seller for any damages suffered, as well as for any amounts due in accordance with the Agreement.

10. PROCESSING OF PERSONAL DATA

10.1. The Seller collects the following personal data from the (contact person of the) Purchaser in order to be able to perform the Agreement with it: name, email address, telephone number and other (company) data of the Purchaser. The personal data collected may be shared with suppliers used by the Seller (CRM, sales, invoicing, accounting, general document processing, etc.) and, where applicable, outside the European Economic Area, and the Seller takes the necessary measures and safeguards to ensure appropriate protection of that personal data. The personal data will never be sold or passed on to third parties for commercial purposes. The personal data will be retained for as long as necessary for the performance of the Agreement with the Purchaser and for up to 15 years after termination of the Agreement. The Purchaser has the right to ask the Seller to inspect and correct or erase the personal data or, in certain cases, to limit the processing concerning it, as well as the right to object to the processing and the right to data portability (the latter only for data provided by the Purchaser itself). In addition, the Purchaser may file a complaint with the Data Protection Authority (Drukpersstraat 35, 1000 Brussels, +32 2 274 48 00, contact@apd-gba.be) or another authority of its choice, but the Seller always requests that it be contacted first if the Purchaser believes there has been a problem.

11. FORCE MAJEURE AND HARDSHIP

11.1. Force majeure

11.1.1. In the event of a case of force majeure (such as, without being limited thereto: natural disaster, explosion, flood, fire, exceptional weather conditions, mobilisation, embargo, lack of means of transport, general supply problems, war, pandemics, epidemics, illness or strike of personnel, lock-out, riot, telecommunications problems, operational disruption, machine breakdown, exceptional traffic disruption, production interruption, difficulties in the supply of raw materials, shortages of raw materials and/or goods and any other event beyond the control of either Party), the Seller shall always have the right to suspend the performance of the Agreement for as long as the case of force majeure persists, without the Purchaser being able to claim compensation for damages.

11.1.2. If the Seller is dependent on, for example, deliveries by a third party for the fulfilment of its obligations, this article shall also apply in the event of cases of force majeure (in accordance with Article 11.1.1) affecting that third party, if the fulfilment of its contractual obligations would be delayed or prevented as a result.

11.1.3. If the case of force majeure lasts more than 6 months, the Parties shall have the right to terminate the Agreement by simple notice sent by registered mail, without either Party being liable for damages.

11.2. Hardship

11.2.1. If a Party finds that (i) the continued performance of its obligations under the Agreement has become excessively onerous to such an extent that performance can no longer reasonably be required; (ii) as a result of an event beyond its reasonable control and which was unforeseeable at the time of entering into the Agreement; and that (iii) such event is not attributable to that Party, the Parties undertake to renegotiate the terms of the Agreement with a view to jointly arriving at an equitable solution for the continuation of the Agreement. The aim here is to achieve a balance between the obligations of the Parties that is similar to the balance that existed when the Agreement was entered into. The affected Party shall send to the other Party a request for renegotiation in which it (i) describes the nature and duration of the aforementioned event; and (ii) demonstrates that the aforementioned conditions have been met.

11.2.2. The Parties shall continue to fulfil their obligations under the Agreement during the renegotiations.

11.2.3. If the Parties are unable to reach an agreement on alternative terms within one month of commencement of the renegotiations/the request for renegotiations in accordance with Article 11.2.1 remains unanswered, the Parties shall have the right to terminate the Agreement by simple notice sent by registered mail, provided that a notice period of 1 month is respected, without either Party being liable for damages.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. All information, moulds, models, drawings, techniques and methods used/developed by the Seller in the performance of the Agreement shall remain the exclusive property of the Seller.

12.2. The Seller cannot be held liable for any information, designs, drawings, models, etc. provided by the Purchaser in order to perform the Agreement. The Purchaser must ensure that this information and/or documents are not subject to intellectual property rights of third parties. The Purchaser shall indemnify and hold the Seller (and, where applicable, its employees and agents) harmless from and against all costs, including attorneys' fees, damages, claims, expenses and proceedings arising out of any claim relating to any infringement of any third party's intellectual property rights in the information and/or documents supplied by the Customer.

13. CONFIDENTIALITY

13.1. The Parties undertake to keep confidential the commercial and technical information and trade secrets that they learn from the other Party, even after the termination of the Agreement, and to use them only for the performance of the Agreement.

14. NOTIFICATIONS

14.1. All notices between the Parties shall, unless stated otherwise, be exchanged by email at the Seller's email address (as stated in Article 1.6) as well as the email address provided by the Purchaser.

15. WAIVER

15.1. Except as stipulated expressly in the Agreement, the failure of either Party to exercise a right in a particular situation shall not constitute a waiver of that right or in any way affect the force and effect of that provision in a subsequent similar/comparable situation.

16. APPLICABLE LAW AND COMPETENT COURT

16.1. These General Terms and Conditions, the Agreement and any dispute arising from the Agreement shall be governed exclusively by and construed in accordance with the law of the country in which the Seller is established.

16.2. Any dispute concerning these General Terms and Conditions, the existence or performance and the interpretation of the Agreement shall fall under the exclusive jurisdiction of the courts of the Seller's registered office.