

GENERAL TERMS AND CONDITIONS OF PURCHASE PARANOVA PRINT & PACKAGING LIMITED

1. General and Scope of Application

- 1.1. These general terms and conditions (hereinafter "General Terms") govern all purchases of goods ("Goods") and/or services ("Services"; Goods and Services together, "Products") by Paranova Print and Packaging Limited and/or any of its subsidiaries from time to time (together, the "Paranova Group") (hereinafter Paranova Print and Packaging Limited and/or the relevant Paranova Group company placing the order, "Paranova"). The supplier of Products ("Supplier") is deemed to accept these General Terms by supplying Goods or providing Services to Paranova unless specifically otherwise agreed in writing between the Supplier and Paranova.
- 1.2. These General Terms (i) prevail over any standard terms and conditions of sale used by the Supplier and any other inconsistent terms or conditions contained in, or referred to, in the Supplier's quotation, confirmation of order, specification, or other document supplied by the Supplier, or implied by trade custom, practice or course of dealing; and (ii) apply to all current and future business relations between the Supplier and Paranova for the purchase of Products by Paranova, even if not explicitly referred to in a particular order.

2. Offer, Information and Conclusion of Contract

- 2.1. The Supplier's quotation for Products constitutes an offer by the Supplier to supply the Products on these General Terms. No offer placed by the Supplier will be accepted by Paranova other than by Paranova in writing, at which point the supply and purchase of the Products on these General Terms will be established.
- 2.2. If there is no previous quotation by the Supplier, Paranova's order constitutes an offer to purchase the Products from the Supplier in accordance with these General Terms; this will not apply to Products where Paranova and Supplier have agreed that deliveries shall be made on a call-off basis. The order is deemed accepted, and a contract comes into existence, on the earlier of: (i) the Supplier issuing written acceptance of the order, or (ii) any act by the Supplier consistent with fulfilling the order. Paranova reserves the right to withdraw or revise the order at any time prior to the Supplier's acceptance, and after acceptance if this is reasonable and acceptable for the Supplier.
- 2.3. Paranova has the right to cancel the order for the Products in whole or in part by giving written notice of cancellation at any time prior to delivery or performance. In this event Paranova's sole liability is to pay the Supplier the value of the work in progress relating to the supply or performance of the Products, up to a maximum amount of the price for the Products in respect of which Paranova has exercised the right of cancellation, less any amount obtained by the Supplier for selling such Products or work in progress. The Supplier shall use its best endeavours to mitigate its losses in respect of Products subject to cancellation and try to use or sell them otherwise. For the avoidance of doubt, Paranova is not liable for any loss of anticipated profits or any consequential loss.
- 2.4. Paranova may provide forecasts of its likely requirements of supplies ("Forecasts") for one or more months following the month in which the Forecast is placed. While Paranova will endeavour to provide accurate Forecasts, Forecasts are estimates only and do not constitute a commitment by Paranova to purchase any amounts from the Supplier. Delivered Products that were not ordered may (at Paranova's option) be returned to the Supplier at the Supplier's expense and risk.

3. Supply of Products

- 3.1. The Supplier shall supply the Goods in accordance with the purchase order and warrants, represents, undertakes and guarantees that the Goods supplied under a contract based on these General Terms will: (i) be free from defects in design, material and workmanship and remain so for 24 months after delivery, unless the parties agree a shorter period; (ii) be of satisfactory quality and fit for any purpose held out by the Supplier or specified by Paranova or made known to Supplier (and in this respect Paranova relies on the Supplier's skill and judgment); (iii) be in accordance with the latest state of technology, produced using environmentally friendly production methods and conform in all respects with the descriptions, specifications and/or patterns provided by Paranova to the Supplier, any industry standards and certifications and also conform to any applicable statutory and regulatory requirements relating to design, manufacture, labelling, packaging, storage, handling, safety standards and delivery of the Products, which are in force on the date of delivery; and (iv) not infringe any intellectual property rights or any other rights of third parties.
- 3.2. The Supplier shall co-operate with Paranova in all matters relating to the Services and comply with Paranova's instructions. The Supplier warrants that all Services will be performed: (i) with all reasonable care, skill and diligence in accordance with good industry practice; (ii) by suitably skilled and experienced staff in sufficient number to ensure the Supplier's obligations are fulfilled; (iii) in full compliance with all applicable laws; and (iv) so as to ensure that the Services completed are free from defects in materials and workmanship and are fit for the intended purpose.
- 3.3. The Supplier undertakes to implement sufficient and appropriate validations and revalidations, inspections, tests and other evaluations to ensure that the Products conform to specifications at all times. The Supplier shall maintain an adequate quality assurance system and provide evidence of such. At Paranova's request, the parties shall enter into a mutually agreed quality assurance agreement setting out detailed arrangements, procedures and responsibilities.
- 3.4. Paranova's approval of any designs provided by the Supplier does not relieve the Supplier of any obligations under this Clause 3.
- 3.5. Any repaired or replacement Products issued under Clause 3.1 are subject to a fresh warranty/guarantee of 24 months (or the shorter initially agreed period) from delivery of the repaired or replacement Products.
- 3.6. The warranties and rights under this Clause 3 and Clause 5 are not exhaustive and do not exclude any warranties implied by law, Supplier standard warranties or other rights Paranova may be entitled to.

4. Prices, Terms of Payment and Default

- 4.1. The price for the Goods is as stated in the order, exclusive of any applicable value added tax (payable by Paranova on receipt of a valid VAT invoice) and inclusive of all packaging and transport costs, expenses, fees, levies, taxes, customs duties and transport insurance incurred in connection with delivery to the agreed delivery point.
- 4.2. The charges for the Services are as set out in the order and are the full and exclusive remuneration of the Supplier for performance of the Services. Unless otherwise agreed in writing by Paranova, charges include every cost and expense directly or indirectly incurred by the Supplier in connection with performance of the Services. Additional costs apply only if accepted by Paranova.
- 4.3. Paranova is entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

- 4.4. The Supplier shall invoice Paranova on or after completion of delivery of the Goods or performance of the Services. Each invoice must include supporting information required by Paranova to verify accuracy, including (without limitation) purchase order number and date, delivery date, unit price, quantity, line totals, delivery address, part number (if applicable), description and item numbers.
- 4.5. The Supplier shall maintain complete and accurate records of time spent and materials used in providing the Services in a form approved by Paranova, and allow Paranova to inspect such records at reasonable times upon request.
- 4.6. Unless otherwise agreed, Paranova shall make payment within 60 days from the end of the month in which a VAT invoice is issued, by direct transfer to the Supplier's nominated bank account.
- 4.7. Payment does not imply waiver of any right Paranova may have under the contract or law and shall not signify acceptance of Products subsequently found to be defective or non-conforming, nor constitute admission that the Supplier's obligations have been satisfied.
- 4.8. Paranova may set off against the price (including any VAT payable) any amount owed to Paranova by the Supplier against any amount payable under a contract or otherwise by the Supplier to Paranova or another Paranova Group company.
- 4.9. Paranova reserves the right to withhold payment in the event of a dispute if it has a claim against the Supplier.
- 4.10. If Paranova fails to pay any undisputed amount, the Supplier may charge interest at 2% per annum above the Bank of England base rate from time to time, accruing daily.

5. Delivery, Time of Delivery, Risk, Title

- 5.1. The Supplier shall deliver the Products in accordance with Incoterms 2010 'DDP' (delivery duty paid) to the place of delivery as requested by Paranova, unless Paranova instructs otherwise. Time is of the essence and all dates and times in the order/contract are firm.
- 5.2. If the Supplier knows or should reasonably expect that it will fail to deliver or will be late, it shall immediately notify Paranova in writing with reasons. The parties shall consult to determine whether the situation can be settled to Paranova's satisfaction and, if so, how.
- 5.3. Products must be packaged securely, in an environmentally friendly way and in compliance with any packaging specifications provided. Products shall be transported in accordance with applicable standards and regulations to prevent damage during loading, transportation and off-loading. Unless agreed in writing, Paranova is not obliged to return packaging.
- 5.4. The Supplier shall deliver the quantity stated on the purchase order. Paranova will only accept quantities explicitly ordered but may, at its discretion, accept a quantity variation and pay pro-rata. Paranova may refuse early or partial deliveries.
- 5.5. Paranova accepts no responsibility for deliveries outside specified times and, unless otherwise stipulated, deliveries will only be accepted during normal business hours. The Supplier shall give Paranova advance notice of delivery date and time.
- 5.6. Each delivery must be accompanied by a delivery note quoting the Supplier's name, purchase order number (and Supplier stock number), quantity, total value, expected delivery date for any balance (if partial delivery), and any additional information in the purchase order, and must be displayed prominently on each consignment.
- 5.7. During the business relationship Paranova will, subject to compliance by the Supplier with this Clause 5.7, provide (or procure provision of) non-exclusive access to such parts of Paranova premises as the Supplier reasonably requires to perform its obligations. The Supplier (and its employees) shall, whilst at Paranova premises, comply with (i) Paranova policies and standards relevant to provision of Goods/Services and other on-site regulations (including security and safety requirements) specified by Paranova; and (ii) any requirements or instructions given by Paranova's customer (including any request to immediately leave the premises). The Supplier is responsible for requesting and obtaining copies of such policies and standards. Paranova will provide copies on request.
- 5.8. Title and risk in the Products pass to Paranova upon delivery (or performance) free from third party rights or interests, unless payment is made prior to delivery, in which case title passes once payment has been made.
- 5.9. Until delivery, the Supplier shall insure the Goods against all risks to their full replacement value at its sole expense.
- 5.10. Paranova may request the Supplier to postpone delivery, in which case the Supplier shall store, secure and insure the Products properly packed and clearly marked as intended for Paranova.
- 5.11. If the Supplier fails to deliver the Products (or part) on the due date, Paranova may, without limiting other rights/remedies: (i) terminate the contract immediately by written notice; (ii) refuse to accept subsequent performance; (iii) purchase substitute goods/services and recover all resulting costs and losses (including any excess price); (iv) require a refund of sums paid for Products not delivered; and/or (v) claim compensation for all additional costs, expenses, damages and losses incurred.
- 5.12. If Products do not comply with Clause 3, Paranova may, without limiting other rights/remedies: (i) terminate immediately; (ii) reject and return Products at Supplier risk/expense with full refund; (iii) require repair or replacement free of charge or a full refund; (iv) carry out repair itself or via third party at Supplier cost; (v) refuse subsequent deliveries; (vi) purchase substitutes and recover costs/losses; and/or (vii) claim compensation for all additional costs, expenses, damages and losses incurred.
- 5.13. If defective Goods are mixed by Paranova with other ingredients to produce a new product that is outside Paranova specification, the Supplier shall bear the costs of recalling the faulty batch, replacing ingredients, re-manufacturing, re-packing and re-distributing a replacement batch. If Paranova reasonably deems a full product recall necessary for any product manufactured using defective Goods, the Supplier shall promptly provide reasonable assistance and bear all costs of the recall.

6. Indemnity, Liability, Insurance

- 6.1. The Supplier shall indemnify Paranova and keep Paranova indemnified and hold harmless from and against all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal and other professional costs and expenses suffered or incurred by Paranova and/or for which it may be liable to any third party due to, arising from or in connection with: (i) negligent or wilful acts or omissions of the Supplier, its agents or sub-contractors; (ii) breach of these General Terms by the Supplier or its representatives; (iii) actual or alleged infringement of intellectual property rights or misuse of confidential information in respect of the Products or their use by Paranova; and (iv) any claim against Paranova for actual or alleged infringement of third party intellectual property rights arising from manufacture, supply, use or receipt of the Products.
- 6.2. Nothing in these General Terms limits or excludes liability of either party for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of terms implied by section 12 of the Sale of Goods Act 1979; defective

products under the Consumer Protection Act 1987; any other matter which by law may not be excluded or limited; or the indemnities in Clause 6.1.

- 6.3. To the extent permitted by law, Paranova is not liable for loss of profit, loss of revenue, loss of goodwill or anticipated savings, or for indirect or consequential losses or damages. Subject to Clause 6.2, Paranova's total liability to the Supplier (including in tort, contract, misrepresentation, statutory duty or otherwise) is limited to the net price for the Products paid or payable to the Supplier.
- 6.4. During the term of the contract and for five (5) years thereafter, the Supplier shall maintain professional indemnity insurance of not less than £1,000,000 and product liability and public liability insurance of not less than £5,000,000 with a reputable insurer and, on request, provide certificates and proof of premium payment.
- 6.5. Insurance coverage does not limit the Supplier's responsibility and liability for Goods delivered and Services performed.

7. Tools, Intellectual Property Rights

- 7.1. Any material, equipment or tools provided by Paranova to the Supplier, purchased by Paranova under a contract, or purchased/used by the Supplier in connection with a contract and paid for by Paranova, remain Paranova's property and may only be used for performing the Supplier's obligations under the contract.
- 7.2. The Supplier shall insure such Paranova property at replacement value on appropriate terms, and carry out timely inspection, servicing, maintenance and repairs at its own expense, and on request hand over such property to Paranova.
- 7.3. For at least 5 years after discontinuation of production of Products, the Supplier shall have available compatible spare parts substantially equivalent in function and quality, or provide reasonable solutions such as supplying specifications/drawings and granting a (sub-)licence allowing production of compatible spare parts.
- 7.4. Intellectual property rights belonging to a party prior to entering or executing a contract remain vested in that party. Nothing transfers or assigns Paranova intellectual property rights to the Supplier.
- 7.5. The Supplier grants Paranova a perpetual, royalty-free, irrevocable, non-exclusive licence (with right to sub-licence) to use Supplier intellectual property rights to the extent required for the purpose of performing obligations under a contract.
- 7.6. Intellectual property rights in any product development, including specifications provided by Paranova and any samples, design rolls, designs etc, shall be Paranova's exclusive property.
- 7.7. The Supplier shall notify Paranova of any claim made or action brought or threatened regarding infringement of third party rights. Paranova shall control and conduct proceedings including settlement negotiations, and the Supplier shall provide assistance. If a claim is made or Paranova reasonably believes one may occur, the Supplier shall at its expense procure for Paranova the right to continue using the Products or replace/modify the Products so that they become non-infringing while corresponding substantially to Products accepted by Paranova.

8. Confidentiality, Protection of Data

- 8.1. In connection with an order or contractual relationship, the Supplier may obtain confidential information including trade and business secrets belonging to Paranova. The Supplier shall keep all such information strictly confidential.
- 8.2. This obligation does not apply to information the Supplier can prove: (i) was in its possession prior to first receipt from Paranova; (ii) becomes public knowledge without breach of this obligation; or (iii) was obtained from a third party under circumstances permitting disclosure.
- 8.3. Confidential information shall not be passed to third parties or used without Paranova's written consent.
- 8.4. The Supplier's confidentiality and non-use obligations do not end upon termination of the contractual relationship.
- 8.5. When handling Paranova data, the Supplier shall maintain data security in line with Paranova's security requirements notified to the Supplier from time to time.

9. Termination

- 9.1. Without prejudice to any other right or remedy, Paranova may terminate an order or contract at any time for convenience by giving not less than 30 (thirty) calendar days' written notice to the Supplier.
- 9.2. Without prejudice to any other right or remedy, Paranova may terminate with immediate effect by notice if: (i) the Supplier is in material breach not capable of remedy; or (ii) the Supplier commits a remediable breach and fails to remedy within 7 days of notice; or (iii) the Supplier breaches Clauses 8 (Confidentiality, Protection of data) or 10 (Compliance); or (iv) the Supplier undergoes a change of control within section 416 of the Income and Corporation Taxes Act 1988; or (v) the Supplier begins negotiations with creditors for rescheduling debts or enters compromise/arrangement; or (vi) steps are taken toward winding up; or (vii) an administrator is appointed or intended; or (viii) the Supplier is subject to bankruptcy petition/order; or (ix) the Supplier suspends or ceases (or threatens to) carry on all or substantial part of its business.
- 9.3. The Supplier may terminate by written notice if Paranova has not paid undisputed amounts within 120 days from the end of the month in which a VAT invoice is issued.
- 9.4. Termination (including expiry) is without prejudice to rights and duties accrued prior to termination. Conditions that expressly or impliedly have effect after termination continue to be enforceable.
- 9.5. Upon termination or expiry, the Supplier shall: (i) provide reasonable assistance to Paranova and any incoming supplier, including continued performance/delivery in the same manner as prior to termination until transfer is completed; and (ii) return all requested documents, information and data to Paranova as soon as possible.

10. Compliance

- 10.1. In addition to complying with these General Terms (in particular Clause 5.7) and applicable laws, the Supplier shall, and shall procure that its officers, employees, agents and subcontractors shall: (i) comply with Paranova's Supplier Code of Conduct and any other communicated policies; (ii) comply with all applicable laws, statutes and regulations including those relating to anti-bribery and anti-corruption (including the Bribery Act 2010) and not engage in conduct constituting an offence under sections 1, 2 or 6 of the Bribery Act 2010 if carried out in the United Kingdom; and (iii) comply with the Modern Slavery Act 2015 and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force applicable to Paranova and the Supplier.
- 10.2. The Supplier shall use its best efforts to promote and request compliance with Paranova's Supplier Code of Conduct by its own suppliers and subcontractors.
- 10.3. If the Supplier becomes aware of any breach or suspected breach of this Clause 10, it shall promptly notify Paranova. Paranova may immediately suspend operation of the contract by written notice pending investigation. The Supplier shall assist Paranova including by providing reasonable access to employees, documents and systems.
- 10.4. Paranova reserves the right to audit the Supplier for compliance with Paranova's Supplier Code of Conduct at any time and without prior notice. Audits may be conducted by Paranova or an independent firm/person mandated by Paranova.

11. Severability, Assignment and Waiver

- 11.1. If any provision of these General Terms (or within the framework of other agreements or contracts) is or becomes invalid, the remaining provisions remain valid. The invalid provision shall be replaced by another provision which comes as close as possible to the economic and legal result of the invalid provision.
- 11.2. No amendment to or variation of these General Terms is binding unless expressly agreed in writing.
- 11.3. Each contractual obligation of the contracting Paranova company may be fulfilled by another Paranova Group company.
- 11.4. The Supplier may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer its rights or obligations without Paranova's prior written consent.
- 11.5. No inaction, omission, failure or delay by Paranova in exercising any right, power, privilege or demand shall impair or operate as a waiver of it.

12. Applicable Law and Other Provisions

- 12.1. These General Terms and the supply relationship between the parties are governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 12.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999, the parties do not intend any person other than the Supplier or Paranova to be able to enforce