

General Terms and Conditions of Sale and Delivery of the All4Labels Group

1. Scope

- 1.1 These General Terms and Conditions of Sale and Delivery (General Terms and Conditions) apply for contracts entered into by All4Labels Italy NMS s.r.l. (hereinafter "All4L").
- 1.2 These General Terms and Conditions only apply to entrepreneurs as defined by section 2082 of the Civil Code, legal entities subject to public law, trustees of public funds and other institutional customers who have not ordered for private purposes (and are therefore not consumers as defined by section 3 Legislative Decree no. 206/2005).
- 1.3 All offers for services and deliveries in respect of goods (hereinafter "Goods") are made exclusively on the basis of these terms and conditions. If the customer has accepted them, these terms and conditions shall also apply to all future contracts with it. Delivery of the purchased goods shall always entail the formal acceptance by the customer of these General Terms and Conditions.
- 1.4 General terms and conditions of business of the customer shall only apply if and to the extent that All4L has expressly agreed this in writing. References of the customer to its own general terms and conditions of business are hereby expressly rejected.
- 1.5 The mere reference by All4L to correspondence from the customer that contains or refers to its general terms and conditions of business shall not constitute agreement to their validity. They shall also not apply where All4L makes deliveries of the goods in the knowledge of conflicting or deviating general terms and conditions of the customer.
- 1.6 All4L is entitled to make changes to these General Terms and Conditions. All4L shall inform the customer of any such changes in text form. The change shall be deemed to have been approved by the customer if it does not object in text form within four weeks of receipt of notification of the change.

2. Offer and acceptance

- 2.1 All4L offers are without engagement and non-binding unless they are expressly marked as binding. The order of the goods by the customer constitutes a legally binding contract offer. Acceptance by All4L shall be made in text form (e.g., in the form of an order confirmation) or in the form of the delivery of the goods.
- 2.2 If the acceptance in accordance with paragraph 1 deviates from the order, it shall be deemed to be a new offer from All4L.
- 2.3 All4L may accept orders placed by the customer within two (2) weeks after placement of the order, unless the customer specifies a longer acceptance period. All4L is not obliged to accept orders from the customer.

3. Product qualities

- 3.1 The qualities of the goods shall be based primarily on the agreed specifications and on technical quality tolerances and the quality tolerances accepted by industry.
- 3.2 Changes and/or supplements with regard to qualities and/or the scope of delivery after contract conclusion shall be agreed in writing.
- 3.3 Any application-related advice or other advice from All4L, both written and verbal, shall be deemed to be non-binding.

4. Prices

- 4.1 The prices for the goods are net prices ex works, excluding packaging, any applicable taxes and/or customs duties, insurance, charges and other ancillary costs (e.g., storage, print data preparation), unless agreed otherwise in writing.

- 4.2 If delivery is agreed on the basis of the price list of All4L, the prices that have been communicated to the customer for the delivery date given in the notice of acceptance or otherwise agreed, or alternatively the price list of All4L valid on the day of order placement, shall apply. Price lists communicated or otherwise made known to the customer shall constitute an integral part of the contractual relationship, unless they conflict with separate agreements.
- 4.3 All4L shall be entitled, on the basis of its reasonably exercised discretion and taking appropriate account of the interests of the customer, to adjust the prices for articles to be supplied on a recurring basis to account for cost developments, in particular changes in prices for raw materials, freight costs as well as energy and personnel costs. The customer shall be informed of such price changes by All4L in text form with a lead time of four (4) weeks before the new prices come into effect. If the price increase is more than ten (10) %, the customer shall be entitled to terminate the contract with respect to the articles in question subject to four (4) weeks notice from the date of the announced coming into effect of the price change; in this case, the previous prices shall continue to apply until the end of the contract.

5. Delivery and default of acceptance

- 5.1 Unless agreed otherwise by contract, the delivery of the goods shall be ex works or branch office (EXW according to Incoterms® 2020). In this connection, All4L shall be entitled to specify the type of shipment (in particular the transport company, packaging and means of shipment) itself. Shipping and transport costs, including tolls and customs duties, as well as transport insurance for the delivery of the goods, shall be paid by the customer.
- 5.2 All4Labels shall be entitled to produce (10) % more or less of the goods (quantity tolerance) if this is necessary for operational or technical reasons. The customer is duty-bound to accept any such change in the delivery and to pay the agreed price. The quantity tolerance shall also apply to replacement deliveries within the framework of remedial performance.
- 5.3 All4L reserves the right to make such design changes as All4L deems appropriate at its discretion. Minor deviations, e.g. (but not exclusively) in quality, colour, production tolerances, design, equipment and/or processing shall not affect the qualities of the goods as per contract.
- 5.4 Partial deliveries shall be permitted but are not obligatory.
- 5.5 When All4L accepts the order (confirms the customer's order), an estimated delivery date is given in dependency on available capacities and the type of order (new or recurring order). This is non-binding and if changes are necessary, they shall be communicated to the customer by All4L. The time for delivery begins upon the sending of the order confirmation, but not before the customer has provided all details relevant to production (e.g., print data, print approval). The time for delivery shall be interrupted for the duration of the checking of production samples or similar by the customer. If the customer requests changes that affect the production time after order confirmation, the time for delivery shall begin afresh upon their confirmation.
- 5.6 The risk of accidental loss and of accidental deterioration of the goods shall pass to the customer at the time All4L notifies the customer that the goods are ready for dispatch.
- 5.7 The risk of accidental loss and of accidental deterioration of the goods shall also pass to the customer if the customer is in default of acceptance. If the customer defaults on acceptance, fails to cooperate as required or delivery is delayed for any other reason for which the customer is responsible, All4L shall be entitled to claim compensation for resultant damages, including additional expenditure (e.g., storage costs).
- 5.8 Production accessories (e.g., graphics, punching tools, printing blocks, printing plates) remain the property of All4L, including after the end of the contract and also in the event that they have been paid for by the customer, and shall be kept for a maximum of two years from the date of the last order. The customer shall not acquire any claim to ownership or possession.

6. Compliance with statutory and official regulations

- 6.1 Unless agreed otherwise in individual cases, the customer shall be responsible for compliance with statutory and official regulations relating to the import, export, transport, storage and use of the goods.
- 6.2 If, at the time of delivery, there is a statutory or official requirement to obtain a permit for the export of the goods and the permit for export applied for in this respect is not granted, All4L shall be entitled to withdraw from the contract.

7. Payments and default in payment

- 7.1 All4L invoices shall be payable within fourteen (14) days of the invoice date without any deductions plus value added tax in the respective amount, unless agreed otherwise by contract.
- 7.2 In the event of default in payment by the customer, All4L shall be entitled to charge default interest in the amount set by section 5 of Legislative Decree no. 231/2002, without prejudice to All4L's right to claim for further damages.
- 7.3 In addition, in case of agreed advance, partial or instalment payments, All4L shall be entitled to raise the objection of non-fulfilment of the contract and to suspend further delivery of the goods until payment has been received in full. Furthermore, pursuant to section 1456 of the Civil Code All4L shall also be entitled to unilaterally terminate the contract by written notification to the customer if the payment is not received at the latest within ten (10) days after the beginning of the default in payment; in this case the customer shall reimburse All4L all costs incurred plus the calculated share of risk and profit. This is without prejudice to All4L's right to claim for further damages.

8. Set-off

The customer's right to offset claims against claims from All4L shall be limited to counterclaims that are undisputed or have been confirmed by a legal ruling.

9. Retention of title

- 9.1 All4L shall retain ownership of all goods delivered by All4L until all outstanding and future receivables due to All4L have been fulfilled by the customer.
- 9.2 If the conditional commodities are processed or worked into a new form by the customer, the retention of title shall extend to the entire new product. If the customer processes, combines or mixes the goods with other goods, All4L shall acquire co-ownership of the new product in the fraction corresponding to the ratio of the invoice value of its goods subject to retention of title to that of the other goods used by the customer at the time of processing, combining or mixing.
- 9.3 If the conditional commodities are combined or mixed with a main object of the customer or third party, the customer hereby assigns to All4L its rights to the new product. If the customer combines or mixes the conditional commodities with a main object of a third party against payment, it hereby assigns to All4L its claims for remuneration against the third party.

- 9.4 The customer shall be entitled to resell the conditional commodities or the new product within its ordinary course of business. If the customer sells conditional commodities or a new product on his part without receiving the full purchase price in advance or step-by-step against delivery of the conditional commodities or the new product, it must agree retention of title with its customer in accordance with these terms and conditions. The customer hereby assigns to All4L all receivables to which it is entitled from the resale, plus the rights from the retention of title agreed by the customer. Upon request from All4L, it shall be obliged to notify the purchasers of the assignment and to provide All4L with the information and documents required to assert its rights against the purchasers. The customer shall only be authorised to collect the claims arising from the resale, despite the assignment, as long as it duly fulfils its obligations towards All4L.
- 9.5 After withdrawal from the contract, All4L shall be entitled to assert its retention of title and may demand the immediate surrender of the conditional delivery, excluding any right of retention, unless the counterclaims concerned are undisputed or have been confirmed by a legal ruling.
- 9.6 The customer must notify All4L immediately of any seizure or any other impairment of All4L's ownership rights and must submit confirmation of the ownership rights to third parties and All4L in writing. The customer is prohibited from pledging or assigning as security the delivery made under retention of title.

10. Rights of the customer in the event of defects

- 10.1 The customer shall not be entitled to refuse acceptance for minor defects.
- 10.2 Defects which can be identified during the inspection or any legally required incoming goods inspection in the customer's area of responsibility must be reported to All4L in the normal course of business immediately, at the latest within eight (8) days after delivery; other defects must be reported to All4L immediately, at the latest within eight (8) days after discovery or at the time at which they should have been discovered during an inspection which could be reasonably expected. The notification must be submitted in writing and must provide a precise description of the defective condition and its extent.
- 10.3 If the customer fails to notify defects in due time or in the agreed form, the delivery shall be deemed to be in conformity with the contract with regard to the defect not notified in due time or in the correct form.
- 10.4 To enable All4L to check a complaint, the customer shall provide All4L with informative documents and give All4L the opportunity to obtain a precise picture of the circumstances of the complaint.
- 10.5 Deviations within the applicable quality and quantity tolerances shall not be deemed to constitute defects. All4L shall not assume any warranty or liability for printing errors or colour deviations which the customer has overlooked in an order approved by the customer (print approval). All4L also assumes no responsibility for texts, illustrations, graphic representations, markings, bar codes, etc., specified by the customer and to be printed on the products. All4L shall not assume any warranty or liability for defects based on the fact that All4L uses materials specified by the customer (e.g., laminates, adhesives, ink, lacquer, type forms). The same shall apply to defects based on the fact that the customer requires All4L to use the services of specific third parties (e.g., consignment warehouses, logistics, data storage). Therefore, in such cases shall act and be considered as "*nudus minister*" and the customer alone must ensure that its specifications do not adversely affect the suitability of the goods for the intended use.
- 10.6 The customer must check the data sent by All4L with an up-to-date antivirus program. Data protection is the exclusive responsibility of the customer.
- 10.7 The following applies as a special condition for All4Labels Smart and Secure GmbH: Insourced components, including data media and data sent by the customer or its representatives, are not subject to any obligation for checking by All4Labels Smart and Secure GmbH.

- 10.8 If goods are defective and the customer has duly notified All4L thereof in accordance with clause 10.1, the customer shall, unless the defect was known to the customer at the time of delivery, be entitled to the statutory rights subject to the following conditions:
- a) All4L shall be entitled to either rectify the defect or supply the customer with goods free of defects (remedial performance), the choice being at the discretion of All4L.
 - b) All4L reserves the right to make two attempts at remedial performance in the event of defect rectification. Should the remedial performance fail or be superfluous for legal reasons, the customer shall be entitled to either withdraw from the contract in the event of a serious breach of an obligation or to a reduction in the price.
 - c) For claims for compensation for damages due to defects and for reimbursement of futile expenditure, clause 11 applies.
- 10.9 There shall be no entitlement to claims for defects for damages and their consequences where defects are based on subsequent improper modifications to the goods carried out by the customer without agreement with All4L, improper handling of the goods or erroneous documents, provisions or erroneous information from the customer.
- 10.10 The limitation period for claims of the customer in respect of defects shall be one year. The period begins upon the delivery of the goods.

11. Liability

- 11.1 All4L shall accept unlimited liability in accordance with statutory regulations if a breach of an obligation attributable to All4L is due to intent or gross negligence.
- 11.2 In the event of a breach of a material contractual obligation due to ordinary negligence, All4L's liability shall be limited to compensation for the direct damage typically foreseeable at the time of conclusion of the contract. In the event of a breach of an obligation which is not essential to the contract due to ordinary negligence, liability is excluded. The statutory rules of evidence apply.
- 11.3 Insofar as the liability is limited or excluded above, this shall also apply to the liability for All4L's employees, representatives and persons employed in performing an obligation for All4L.
- 11.4 Liability for ordinary negligence shall not include indirect losses, financial losses or consequential damage, such as lost profits or business interruption, and shall otherwise be limited to the cumulative liability amount of no more than twenty (20) % of the order value, but in all events limited to the amount of the respective liability insurance.
- 11.5 The above limitations of liability and the exclusion of liability shall not apply to damages arising out of or in connection with loss of life, personal injury or damage to health.
- 11.6 All4L assumes no liability for the suitability of the goods for the customer's intended use. The customer shall be obliged to conduct its own check as to the suitability of the goods for its particular purpose.

12. Securities

In the event of reasonable doubt as to the customer's ability to pay, in particular in the event of payment arrears, All4L may, subject to further claims, make deliveries dependent on advance payments or the granting of other securities.

13. Industrial property rights and copyright

All4L shall retain ownership of all industrial property rights (in particular patents, trademarks, utility models, designs), copyrights and know-how, in respect of the goods delivered and the documents handed over in connection with the contractual relationship. No licenses to any property rights, copyrights or know-how shall be granted by the contractual relationship.

14. Third party property rights

- 14.1 If the customer provides All4L with documents, such as plans, product descriptions, documentation, the customer shall ensure that existing property rights to these are not infringed thereby and shall indemnify All4L in this regard against all third-party claims if an infringement of property rights is attributable to culpable conduct on the part of the customer. License fees or costs incurred in such cases or incurred to prevent infringement of property rights shall be borne by the customer.
- 14.2 Should registrable property rights arise in the course of the contributions to the fulfilment of the contract, the parties shall consult with each other for the filing of the property rights. In such cases, All4L shall be granted at least a non-exclusive right of use subject to reasonable terms.

15. Force majeure

In case of events and circumstances, the occurrence of which is beyond the control of All4L and cannot be prevented by All4L (such as acts of God, war, labour disputes, shortages of raw materials and energy, disruptions to transport, fire and explosion damage, epidemics, pandemics, official or legally mandatory regulations), and all other cases of force majeure - including where these occur at suppliers, upstream suppliers and subcontractors - which impede the fulfilment of the contractual obligations, All4L shall be released from its contractual obligations for the duration of the disruption and to the extent of its effects. If these events last longer than 3 months, either party is entitled to terminate the contract by means of a written statement. If a partial delivery has already been made, the customer shall only be entitled to terminate the contract under the aforementioned conditions with regard to the unfulfilled part of the delivery. Payment for a partial delivery already made may not be refused on account of the unfulfilled part of the delivery.

16. Receipt of declarations

Notifications and other declarations to be made to one of the parties shall become effective when they are received by that party in writing. If a statutory or agreed deadline must be observed, the declaration must be received within the deadline.

17. Confidentiality

- 17.1 The customer and All4L shall treat as confidential all information that has become known to one party from the other party in connection with the performance of this contract ("Confidential Information"), shall not make it accessible to any third parties and shall use and exploit it only for the contractual purposes. The receiving party shall, as far as legally possible, impose corresponding obligations on its employees.
- 17.2 The foregoing obligations shall not apply to such confidential information that the receiving party is able to prove was already in the public domain upon receipt or became in the public domain after receipt without any action on the part of the receiving party, was already in the receiving party's possession at the time of disclosure, or was developed by the receiving party itself without reference to confidential information, or becomes available to the receiving party from a third party without any obligation of confidentiality or non-use, provided that the third party did not receive such confidential information directly or indirectly from the disclosing party.
- 17.3 The receiving party undertakes to take all necessary and appropriate precautions and measures to ensure that the confidential information obtained is effectively protected against loss as well as against unauthorised access at all times.
- 17.4 Upon request from All4L, the customer shall immediately return all written or otherwise recorded confidential information (including copies and transcripts) or destroy or delete it and confirm this in writing to All4L upon request.

18. Data protection

Information about how personal data are handled by All4L is available at <https://all4labels.com/de/downloads/>.

19. Place of jurisdiction

The place of jurisdiction shall be exclusively the court competent for All4L's registered office.

20. Applicable law

The laws of the Republic of Italy shall apply to the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11. April 1980 and (ii) the applicable law rules in Italy on the conflict-of-laws..

21. Other provisions

- 21.1 Additional verbal agreements shall only become valid if confirmed in writing by All4L.
- 21.2 Should any individual provisions of these Terms and Conditions of Sale and Delivery or the contract be or become invalid, this shall not affect the validity of the remaining provisions.