

## GENERAL CONDITIONS OF SALES AND SERVICE

### Company STRATUS PACKAGING

#### SCOPE OF APPLICATION

These general conditions of sale automatically apply to all sales of products or services offered by the entities of the STRATUS PACKAGING group.

These conditions are made available to the buyer prior to the order, as stipulated in article L.441-1 of the Commercial Code. Any order implies the buyer's unconditional adherence to these general sales conditions, which prevail over any other general purchasing conditions that may originate from the buyer.

#### PRICES

Sales are made at the prices in effect on the day the order is signed. Rates are subject to regular updates based on the variations of purchasing conditions. Therefore, they may be modified without notice but will always be available upon simple request from the client.

Prices announced by STRATUS PACKAGING are always exclusive of taxes. In the case of a discount for cash payment, it will be deducted from the taxable turnover, hence the amount of VAT deductible by the client will be reduced by the amount corresponding to the discount.

STRATUS PACKAGING reserves the right to revise the announced sale price in the event of a price variation of raw materials or consumables or a monetary variation > 2%.

#### ORDERS

Any order placed by the client is formalized and becomes definitive upon signing a purchase order that defines the ordered products, any delivery conditions, and the agreed total VAT-inclusive price.

An order, once concluded, cannot be modified or canceled by the client, except with written acceptance from STRATUS PACKAGING, which reserves the right to require from the client all elements justifying their request.

However, no modification or cancellation will be accepted after the start of production.

In such a case, STRATUS PACKAGING reserves the right to invoice the client for the work already commenced.

#### DELIVERY TIME

The delivery time of the goods or their availability is given as an indication. This timeline is contingent upon proper access to the agreed delivery location and adherence to payment conditions. Exceeding delivery times cannot result in damages, withholding, and/or cancellation of ongoing orders.

#### PAYMENT

Invoices are paid according to the terms negotiated with STRATUS PACKAGING's financial service and in strict compliance with the L.M.E. law.

Clients invoiced in France benefit from a maximum deadline in accordance with the LME law, either 45 end-of-month days or 60 net days from the invoice date.

Clients outside of France benefit from the same provisions.

In case of late or non-payment of a total or partial due date, assignment, security interest, contribution to a company of its business assets or equipment by the buyer, or in case of bankruptcy, liquidation of assets, judicial settlement or cessation of payments, the total amounts owed to STRATUS

PACKAGING, for any reason whatsoever, will become immediately due without notice or any other formality.

Any amount unpaid at the agreed deadline will automatically bear interest at the conditions indicated at the bottom of the invoice, this rate cannot be less than three times the legal interest rate increased by 2 points per 30-day period.

If an invoice is not paid by its due date, STRATUS PACKAGING will be authorized to increase its amount by 10% with a minimum of 400 Euros without prejudice to the contractually agreed delay interests.

#### PRODUCT AVAILABILITY

Unless the delivery of products has been expressly agreed with the client, STRATUS PACKAGING informs the client about the availability of products at its workshops.

The client then has a period of 10 working days to collect the products. After this period, STRATUS PACKAGING will be entitled to charge storage fees based on an amount of 15 euros per square meter per month.

#### RETENTION OF TITLE

In accordance with the law of May 12, 1980 (no. 80335 art.1), STRATUS PACKAGING retains ownership of the delivered merchandise until the full payment of the entire price and accessories. The risks of keeping the merchandise are transferred to the buyer from the day of availability.

In case of partial or total non-payment, STRATUS PACKAGING may either request the return of the merchandise at the buyer's expense or the immediate payment of all amounts due.

#### CLAIMS TO STRATUS PACKAGING

Following the receipt of Products, the Client must carry out a reception check (See recommendations in the table below). This check must be quantitative and qualitative.

Complaints regarding product conformity must be expressed in writing, sent by email to the quality service (details in annexes) of STRATUS PACKAGING within the following deadlines:

- Complaint related to the quantity delivered: upon reception, with signed and stamped reservations issued on the carrier's receipt;
- Complaint related to quality: a deadline of 4 months maximum from the date of delivery.

The absence of complaints within the aforementioned deadlines implies receipt and acceptance of the Products, barring any claims or further recourse.

Any exploitation and/or use in any form of the delivered Products, even if they have not been subject to a claim, will constitute final and irrevocable acceptance without reserve of said Products.

#### INTELLECTUAL PROPERTY

Clichés, cutting shapes, drawings, graphics, and any tooling created by STRATUS PACKAGING or any work involving a creative activity under the legislation on literary and artistic property, remain the exclusive property of STRATUS PACKAGING.

Furthermore, placing an order for the reproduction of an element protected under intellectual or industrial property law implies the client's assertion of the existence of a reproduction right for their benefit. In the event of a dispute, the client undertakes to cover all costs, fines, and damages for which STRATUS PACKAGING could be liable due to an order placed by the client.

#### DETERMINATION OF THE ACCEPTABLE QUALITY LEVEL (AQL):

A "lot" refers to a set of identical products (same reference) manufactured under the same production order.

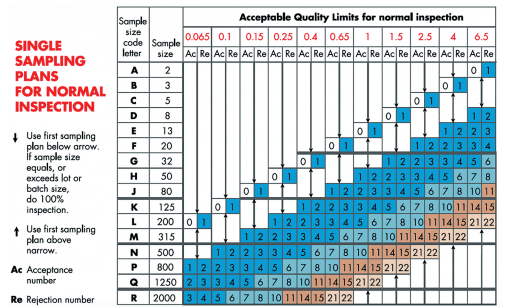
The concepts of defect, criticality, and Acceptable Quality Level (AQL) are illustrated in the table below:

	NQA	Criticality Definition
Critical/ Rédhibitoire	0.4	A critical defect is one that is likely to lead to a lack of safety for the packer and the user, to stop an automatic packaging line, or to make the item unusable or unsellable.
Major	1.5	A major defect is one that requires special measures for the implementation of the item and/or that harms the commercial value of the product.
Minor	4	A minor defect is one that slightly impairs use and/or appearance.

Defect (characteristics)	Criticality	NQA %	Reception Control
<ul style="list-style-type: none"> <li>- Absence or illegibility of legal and/or usage mentions, and other texts.</li> <li>- Non-conforming printing to the approved proof. Mixing of references in a roll.</li> <li>- Defect compromising the safety of the final customer.</li> <li>- Defect making the product unusable for its intended use.</li> <li>- Reprinting impossible confirmed by Stratus laboratory tests.</li> <li>- Defect preventing mechanization.</li> <li>- Identification error.</li> <li>- Non-compliance by Stratus with a legal or technical specification.</li> </ul>	Critical	0,4 %	<p>To be performed by the client</p> <p>To be performed by the client</p> <p>To be performed by the client</p>
<ul style="list-style-type: none"> <li>- Cutting offset greater than 1.5 mm compared to printing.</li> <li>- Absence of carton identification.</li> <li>- Mixing of references in a carton.</li> <li>- Defect significantly disrupting mechanization.</li> <li>- Defect that risks significantly altering normal product use and/or harming the brand image.</li> <li>- Aesthetic defect visible at first glance from 40 cm.</li> <li>- Non-compliance with the packaging or palletization specified in the packing specification.</li> <li>- Quantity error outside UNFEA tolerance.</li> </ul>	Major	1,5%	<p>To be performed by the client</p> <p>To be performed by the client</p>
<ul style="list-style-type: none"> <li>- Defect affecting the commercial value of the product.</li> <li>- Printing conforming Minor to the approved proof by the client with an error.</li> <li>- Aesthetic defect visible at first glance from 20 cm.</li> <li>- Loose reel.</li> </ul>	Minor	4%	To be performed by the client

The AQL indicates the maximum rate of defective products that can be tolerated and thus present in the inspected lot. The sampling rules applied comply with the AFNOR ISO 2859-1 standard.

SAMPLING SIZE CODE LETTERS ISO2859-1 (ANSI/ASQC Z1.4)							
Lot size	General inspection levels			Special inspection levels			
	I	II	III	S1	S2	S3	S4
2 to 8	A	A	B	A	A	A	A
9 to 15	A	B	C	A	A	A	A
16 to 25	B	C	D	A	A	B	B
26 to 50	C	D	E	A	B	B	C
51 to 90	C	E	F	B	B	C	C
91 to 150	D	F	G	B	B	C	D
151 to 280	E	G	H	B	C	D	E
281 to 500	F	H	J	B	C	D	E
501 to 1 200	G	J	K	C	C	E	F
1 201 to 3 200	H	K	L	C	D	E	G
3 201 to 10K	J	L	M	C	D	F	G
10 001 to 35K	K	M	N	C	D	F	H
35 001 to 150K	L	N	P	D	E	G	J
150 001 to 500K	M	P	Q	D	E	G	J
500 001 and over	N	Q	R	D	E	H	K



A claim will be accepted by STRATUS PACKAGING if the defect is proven (at least minor) and if the quality lot has a rejection rate higher than the AQL induced by the defect's criticality.

In the event of a claim from the client, STRATUS PACKAGING may visit the client's premises to verify the condition of the delivered products and, by mutual agreement with the Buyer, determine the consequences of non-compliance and the allocation of related costs.

The buyer shall refrain from intervening themselves or having a third party intervene for this purpose without the prior written consent of STRATUS PACKAGING.

**RESPONSIBILITY OF STRATUS PACKAGING:** STRATUS PACKAGING takes great care in the production and delivery of its products. However, in the event of delivery delays, defects, or recognized malfunctions according to the criteria defined above, and except for the repair of bodily harm, the obligation of STRATUS PACKAGING will be limited to the repair of direct damages and the replacement of defective quantities, including under the legal warranty for hidden defects.

In any case, STRATUS PACKAGING will not be liable for indirect and immaterial damages (such as production losses, operating losses, profit losses, commercial damage, and other costs), and its liability shall not exceed, per event, the tax-exclusive amount of the disputed order, regardless of the legal basis invoked.

A claim made by the client of STRATUS PACKAGING does not suspend the obligation to pay for the concerned goods.

For the purposes of these terms, direct damages are defined as those directly induced by the harmful event, meaning undeniably falling within the causal link. Indirect damages are those resulting from the worsening of an initial damage or the appearance of new damage linked to direct damage.

**RETURN OF PRODUCTS:** Goods returns must be subject to prior agreement from STRATUS PACKAGING and must be sent carriage paid and properly packaged. STRATUS PACKAGING does not accept automatically issued credit notes or direct deductions on invoices not justified by corresponding credits from it. Reimbursement may be deferred until STRATUS PACKAGING recovers the products or until the Client provides proof of shipment of the products, when the

products are returned by the Client.

**INSURANCE** Goods of any nature and various objects belonging to clients, which are entrusted to STRATUS PACKAGING, are not guaranteed against any risks, notably deterioration, theft, accident, or loss. The Client will handle the insurance of these items personally.

**ARCHIVING - PROOF** STRATUS PACKAGING will archive order forms and invoices on a reliable and durable medium creating a faithful copy in accordance with the provisions of article 1348 of the Civil Code. The computerized registers of STRATUS PACKAGING will be considered by all concerned parties as proof of communications, orders, payments, and transactions that have occurred between the parties.

**DATA PROTECTION - GDPR** The Client may exercise their individual right of access and rectification with STRATUS PACKAGING, in accordance with the provisions of law no. 78- 17 of January 6, 1978, for all information communicated in the context of this business relationship.

By adhering to these general conditions, the Client consents to STRATUS PACKAGING collecting and using their data for the execution of this contract. By entering their email address on one of the websites of STRATUS PACKAGING, the Client consents to receiving emails and telephone calls containing information and promotional offers regarding products published by STRATUS PACKAGING and its partners. The Client may unsubscribe at any time by clicking on the link at the end of emails from STRATUS PACKAGING, or by contacting STRATUS PACKAGING by registered letter with acknowledgment of receipt (LRAR), or by registering on the

telephone opposition list.

**SEVERABILITY**

If one of the clauses of these general conditions is declared void by a judicial decision, such nullity shall not imply the nullity of the other clauses, which will continue to take effect.

**NON-WAIVER**

The fact that the parties do not temporarily or permanently avail themselves of one or more clauses of these general conditions shall in no way constitute a waiver of the rest of the general conditions.

**DOCUMENTS SENDING**

Unless otherwise agreed between the Parties in writing and unequivocally, contractual documents from STRATUS PACKAGING are transmitted to the client by email and/or any other appropriate form. All transmissions made to the email address indicated by the client are considered received by the Buyer on the same day of their sending.

**FORCE MAJEURE**

STRATUS PACKAGING cannot be held responsible for damaging consequences resulting from non-performance or delays in the performance of their obligations due notably to any case of force majeure as defined by law or commonly accepted by jurisprudence, such as fire or bad weather, a strike or a national blockade causing shortages of raw materials or transport, insurrections, riots, or wars, an internal strike whatever the cause, or a significant contractual imbalance to the detriment of one of the Parties, following an unforeseen change of circumstances external to the Parties (notably in the case of a significant change in the price of raw materials, difficulties in supplying raw materials, or the application of any new legal or

regulatory prescription or restriction significantly affecting the manufacturing processes).

The same will apply in case of a pandemic or any kind of epidemic, leading to the mandatory administrative closure of companies (production workshops and administrative management sites) as well as the reduction of the economic activities of the STRATUS group companies, whatever the cause.

In the event of the occurrence of one of these events, STRATUS PACKAGING will immediately inform its co-contractant in order to negotiate the conditions for the continuation of the contractual relationship.

If the duration of the impossibility of performance exceeds thirty (30) days, STRATUS PACKAGING undertakes to meet the client within 8 days to negotiate in good faith an adaptation of the Contract. The Parties will each make their best efforts to reduce the effects of the force majeure. If no reasonable agreement can be reached, each Party may unilaterally terminate the Contract.

**RIGHT OF RETENTION - TERMINATION OF THE CONTRACT**

Generally, if the client does not respect or shows their intention not to perform one of their obligations (including but not limited to, payment of invoices within the deadlines, confidentiality or related to intellectual property, good faith, etc.), STRATUS PACKAGING is entitled to demand from the client the removal and payment of the manufactured quantities and to terminate the Contract by right, at the exclusive fault of the client, considering it resolved after a letter of formal notice

remained without effect for eight (8) days. Such a resolution shall in no case limit the right of STRATUS PACKAGING, which suffers the contractual breach, to keep any advance received and to claim from the client responsible for the breach, damages to compensate for its loss.

**CONFIDENTIALITY**

All information, whatever its nature, form, and object, disclosed by any means whatsoever by STRATUS PACKAGING in the context of the negotiation and execution of this Contract, are strictly confidential and cannot therefore be disclosed, used, copied, reproduced and/or duplicated by the client without the prior written agreement of STRATUS PACKAGING. This obligation of confidentiality will last five (5) years after the end of the Contract for any reason whatsoever.

**JURISDICTION**

In the event of a dispute, only the Bourg en Bresse Commercial Court will be competent, even in the case of a warranty claim or plurality of defendants for any litigation with merchant clients. Domiciliations of effects and our acceptances of settlements do not bring innovation or derogation to this jurisdiction.

*Signature of the client "Good for acceptance" and company stamp :*

*Name of the client : .....*

*Date and place : .....*