

**AR PACKAGING SYSTEMS AB****GENERAL TERMS AND CONDITIONS OF SALE OF PACKAGING MATERIAL****SCOPE**

1. These general terms and conditions of sale shall apply to all contracts concluded regarding packaging material between purchasers ("Purchaser") and AR Packaging Systems AB ("Seller"). A contract may be formed either by a written agreement signed by each party or through the acceptance by Seller of an order from Purchaser.

2. Deviations from these general terms and conditions, or from any other arrangements concerning the contract in which they are referred to, shall only be binding on Seller if they are expressly accepted by Seller in writing.

3. The general terms and conditions of Purchaser or third parties which deviate or differ from these general terms and conditions are not binding on Seller even if Purchaser refers to such terms and conditions and Seller does not expressly object to them.

**OFFERS AND CALL OFFS**

4. Offers by Seller are non-binding.

5. An order to purchase by Purchaser shall not be binding on Seller unless accepted by Seller in writing.

6. A call off shall be binding either after acceptance by Seller or upon delivery of packaging material by Seller with reference to the call off.

**PRICES**

7. Unless otherwise agreed, all prices are exclusive of all taxes, applicable costs for registration, customs and insurance at delivery and any other public charges.

8. Seller shall have the right to increase unilaterally the prices agreed in the contract by an amount equal to the agreed prices multiplied by the percentage increase in the costs arising from any variations in local, national or international economic circumstances, including, without limitation, wage increases, increases in the costs of raw materials and accessory materials, increases in taxes and other public charges, transport costs and fluctuating exchange rates.

9. If, after the order has been confirmed by Seller, any such change in the order is made by Purchaser which change results in Seller incurring increased costs, then Seller has the right to increase the price in order to cover such increased costs.

**PAYMENT**

10. The packaging material may be invoiced on the date of dispatch. Payment shall be made within thirty days from the date of invoice.

11. Whatever the means of payment used, payment shall not be deemed to have been effected before Seller's account has been fully and irrevocably credited.

12. If Purchaser fails to pay by the stipulated date, Seller shall be entitled to interest from the day on which payment was due in accordance with the Swedish Interest Act. In case of late payment Seller may, after having notified Purchaser in writing, suspend its performance of the contract until payment has been received.

13. If Purchaser has not paid the amount due within three months, Seller shall be entitled to terminate the contract by notice in writing to Purchaser and to claim compensation for the loss incurred.

**DELIVERY AND DELAY**

14. Unless otherwise agreed by Seller and Purchaser in writing, the terms of delivery are Ex Works (INCOTERMS 2020) Seller's place of business. Any packaging and freight costs shall be charged separately at actual cost. Risk shall pass to Purchaser upon delivery to the transporter.

15. Partial shipments shall be permitted unless otherwise agreed.

16. If delay in delivery is caused by any of the circumstances mentioned in Clause 32 or by an act or omission on the part of Purchaser, including suspension under Clauses 12 or 39, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the specific case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

17. If the packaging material are not delivered at the agreed time for delivery, any extension pursuant to Clause 16 taken into account, Purchaser may by

notice in writing to Seller request Seller to deliver within a final reasonable period (not less than thirty days) and if Seller does not deliver within such final period Purchaser shall be entitled to terminate the contract in respect of the delayed packaging material.

18. Termination of the contract under Clause 17 is the only remedy available to Purchaser in case of delay on the part of Seller. All other claims against Seller based on delay shall be excluded, except for losses suffered by Purchaser to the extent such losses are caused by Seller's wilful acts or gross negligence.

19. If Purchaser fails to accept delivery at the agreed delivery time, Purchaser shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Seller shall arrange for storage of the packaging material at the risk and expense of Purchaser.

20. Unless Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 32, Seller may by notice in writing require Purchaser to accept delivery within a final reasonable period. If, for any reason for which Seller is not responsible, Purchaser fails to accept delivery within such period, Seller may by notice in writing terminate the contract in whole or in part. Seller shall then be entitled to compensation for the loss it has suffered by reason of Purchaser's default.

**RETENTION OF TITLE**

21. The packaging material shall remain the property of Seller until paid for in full to the extent that such retention of title is valid under the applicable law. Purchaser shall at the request of Seller assist in taking any measures necessary to protect Seller's title to the packaging material in the country concerned. The retention of title shall not affect the passing of risk under Clause 14.

**PRINTING AND TOLERANCES**

22. Printing proof that has been submitted to Purchaser for approval deemed approved unless objections have been raised by Purchaser. Seller shall not be liable for any printing errors if they appear in the proof approved or provided by Purchaser.

23. The printing of the EAN Code shall be in accordance with the state of the art. Given the influences that bar codes may undergo after delivery by Seller, together with the absence of a standardised measuring and reading technique, Seller waives any other guarantees - especially with regard to readings at check-out tills. Purchaser shall indemnify Seller and hold it harmless against any claims relating to the use of the EAN Code.

24. The quantity tolerances for delivery shall be agreed in the contract. If no such agreement has been made the Seller may deliver quantities that are plus minus 10 per cent.

**LIABILITY FOR DEFECTS**

25. Subject to the limitations set forth in these general terms and conditions, the packaging material delivered by Seller shall conform to any specifications agreed in writing and be free from defects in material and workmanship. Pursuant to the provisions of Clauses 27-31, Seller shall remedy any nonconformity ("defects").

26. Except as explicitly set forth in the agreed specifications, Seller provides no warranties, express or implied, that the packaging material are suitable for use in a certain system, process or context or for a certain purpose.

27. Purchaser shall notify Seller in writing of any defect, such notice to be given within fourteen days of arrival of each delivery (in the case of defects which are visually manifest) and to be given within fourteen days after such defect becomes apparent (in the case of any other defect, but in no event later than twelve months from delivery). The notice shall contain a description of the defect. If Purchaser fails to notify Seller in writing of a defect within the time limits set forth, Purchaser loses its right to have the defect remedied.

28. On receipt of the notice under Clause 27, Seller shall at its own cost remedy any defect, by way of replacement of the defective packaging material or, at Seller's sole option, repayment of the price for the defective packaging material (where this has been paid) or by granting Purchaser a reduction of the purchase price in proportion to the defective packaging material.

29. Seller is not liable for defects; arising due to any specifications or instructions from Purchaser or in respect of packaging material which have been altered, neglected, improperly stored, damaged or used in any manner which adversely affects their performance.

30. If Seller has failed to remedy defects, regarding which Purchaser has given notice pursuant to Clause 27 and for which Seller is liable, Purchaser may request Seller to remedy such defects within a final reasonable period (not less than thirty days) and if Seller fails to do so Purchaser shall be entitled to terminate the contract in respect of the defective packaging material.

31. Save as stipulated in Clauses 25-29, Seller shall not be liable for defects, except for losses suffered by Purchaser due to defects to the extent such losses are caused by Seller's wilful acts or gross negligence.

**FORCE MAJEURE**

32. Either party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: general shortage of raw materials, disruption of operation, industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this Clause.

33. The party claiming to be affected by force majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If force majeure prevents Purchaser from fulfilling its obligations, Purchaser shall compensate Seller for expenses incurred in securing and protecting the packaging material.

34. Regardless of what might otherwise follow from these general terms and conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 32 for more than six months.

**INDIRECT AND CONSEQUENTIAL LOSSES**

35. Subject to Clause 36, Seller shall not be liable to Purchaser for any indirect or consequential loss including loss of profits, loss of revenue, business interruption and/or loss of goodwill or contracts.

36. Nothing stated herein shall exclude or restrict any liability for death or personal injury resulting from wilful acts or gross negligence.

**INTELLECTUAL PROPERTY**

37. Seller retains all intellectual property rights in any packaging material delivered regardless of whether the specifications or design of the packaging material have been requested or influenced by Purchaser. Purchaser acquires no right or interest in any such intellectual property, by virtue of the contract or otherwise unless explicitly agreed in writing.

**CONFIDENTIALITY**

38. Neither party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to the contract and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or other person, or which is independently developed by or for the recipient.

**ANTICIPATED NON-PERFORMANCE**

39. Notwithstanding other provisions in these general terms and conditions regarding suspension, each party shall be entitled to suspend the performance of its obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform its obligations. A party suspending its performance of the contract shall forthwith notify the other party thereof in writing.

**APPLICABLE LAW AND DISPUTES**

40. The contract shall be governed by the substantive laws of Sweden. Neither the Swedish Sale of Goods Act nor the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Vienna Convention) shall be applicable.

41. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö. The language to be used in the arbitral proceedings shall be English.

42. The parties undertake and agree that all arbitral proceedings conducted with reference to Clause 41 will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed during such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.

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