

International General Terms and Conditions of Sale for Industrial Paper Bags

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These international general terms and conditions of sale of industrial paper bags (hereinafter referred to as "GTCS") apply to any order registered between the simplified joint-stock company with the trade name Mondi Lembacel, registered to the Reims Trade and Companies Register under number 590 500 443, located at 11 rue de Reims, 51490 Bétheniville, with Mr. Christian Latorre (hereinafter "Mondi") as Manager Director, and any professional client within the meaning of the introductory article of the French Consumer Code (hereinafter the "Client").

Defined individually as the "Party" or collectively as the "Parties",

Founded in 1962 and bought by Mondi in 2010, Mondi Lembacel is a global company specialized in the manufacture and sale of paper bags. It is part of a multinational company, the Mondi Group, headquartered in Vienna, Austria, which was established in South Africa in 1967.

As part of a sustainable development approach, Mondi paper bags are sold both in France and internationally, namely in Europe, North America, and Africa.

ARTICLE 1: DEFINITIONS

"Contract": the term "contract" refers to the commercial offer, these GTCS, the purchase order and any special conditions negotiated between the Parties.

"Product(s)": the term "product" refers to the various paper bags manufactured and offered for sale by Mondi Lembacel.

These definitions will be indicated by a capital letter in the rest of these GTCS.

ARTICLE 2: PURPOSE

The purpose of the GTCS is to regulate all the conditions related to the sale of paper bags manufactured by Mondi.

They take precedence over any other document, with the exception of special conditions negotiated between the Parties.

Their applicable version is the one in force on the day of signature of the Contract between Mondi and the Client. The signing of the Contract by the Client entails the unreserved acceptance of these GTCS.

ARTICLE 3: FORMATION OF THE CONTRACT

The Contract is formed by the materialization of the acceptance and signature by the Client.

The Contract can also be validly formed by electronic means.

No non-negotiated terms of the Client that have not been previously and expressly accepted by Mondi may be applicable to the relationship between the Parties.

ARTICLE 4: MODALITIES OF EXECUTION

4.1 Order taking

The order is deemed to have been registered by Mondi once the Client has sent it either a signed purchase order or a PDF file sent by email containing the choice of the Product ordered.

4.2 Modification of the order

Any modification of the order may be made only with the plant's approval.

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4.3 Cancellation of the order

Any cancellation of the order can take place if agreed with the plant.

If the cancellation has not been agreed, Mondi reserves the right to invoice the costs incurred for the manufacture of the Products ordered.

ARTICLE 5: FARE CONDITIONS

5.1 Prices

Prices are shown on the price list or in the Contract agreed between both Parties excluding taxes. Their currency is the euro.

5.2 Terms of payment

The Client will make payments according to the terms of settlement negotiated with the trade commissioners and confirmed in writing.

Payment shall be made by bank transfer to Mondi, respecting the payment term conditions agreed with the sales representative, in cash, net and without discount, unless otherwise stipulated in the order confirmation and invoice.

No instalment of payment will be accepted by Mondi.

5.3 Payment period

Mondi authorizes himself to reduce the payment periods for future orders and/or to cap the Client's outstanding amounts:

- in the event of an overdue payment for which Mondi is not responsible;
- in the event of a rating from the Client's credit institution requiring a restriction of outstanding customers;

5.4 Late payment

In the event of total or partial late payment, the Client must pay Mondi a late payment penalty equal to three times the legal French interest rate. The late payment penalty will also apply even in the event of a claim by

the Client, only after the latter has received the invoice.

The legal interest rate is the one in force on the day the purchase order is signed. This penalty is calculated on the amount excluding tax of the remaining amount due and runs from the due date of the invoice without any prior formal notice being required. In addition to late payment penalties, any amount not paid by its due date will automatically result in the payment of a fixed indemnity of €40 due in respect of collection costs pursuant to Articles L.441-10 and D.441-5 of the French Commercial Code.

ARTICLE 6: TERMS OF DELIVERY

6.1 Incoterms

Unless otherwise stipulated, Mondi's prices are to be understood DAP – Delivery at Place (according to the ICC Incoterms® 2020).

6.2 Delivery times

Delivery times are only specified in the order for information purposes only. Any delay in the delivery of the Product cannot be grounds for cancellation of the order by the Client.

ARTICLE 7: RETENTION OF TITLE

The transfer of ownership does not take place until the sums due have been paid in full.

The Product remains the sole property of Mondi as long as the Client has not paid the full invoice within the time limits indicated in Article 5.2 of these GTCS.

The Client shall bear the risk of loss, theft, or damage as soon as the Product is delivered.

ARTICLE 8: STORAGE CONDITIONS

The Product must be stored by the Client in a covered warehouse under the following conditions:

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- The temperature should not be lower than 10° C/50° F, and it should not be higher than 30° C/86° F;
- Humidity should be between 40% and 60%;
- The overwrap (cling film) must be removed.

Evidence such as photos, videos, or any other element deemed conclusive by Mondi, may be requested from the Client to determine compliance with the storage conditions.

ARTICLE 9: WARRANTIES

Before making any claim, and for it to be considered, the Client must pay the full amount due for the order.

9.1 Manufacturer's warranty

Mondi applies a twelve-month manufacturer's warranty to the Product. Any claim may be lodged with Mondi within this period, from the date of receipt of the Product by the Client, and if the storage conditions mentioned in Article 8 of these GTCS have been fulfilled, and proven to Mondi by the Client.

9.2 Ensuring compliance

In accordance with Articles L. 217-3 to L. 217-20 of the French Consumer Code, Mondi guarantees to any Client considered to be a non-professional within the meaning of the introductory article of the French Consumer Code that the Product complies with the provisions of the Contract.

9.3 Warranties against latent defects

In addition, Mondi is liable for latent defects concerning the Product pursuant to Articles 1641 to 1649 of the French Civil Code. Mondi guarantees to the Client that the Product is fit for the purpose for which it is intended.

ARTICLE 10: GOODS INSURANCE

The risks associated with the Product sold are borne by the Client from the moment defined by the incoterm chosen by the Parties when signing the Contract (according to the ICC Incoterms® 2020). The Client therefore undertakes to ensure the Product at his own

expense for the benefit of Mondi as long as the total amount has not been paid. This insurance will cover the risks borne by the Product and those caused by it.

ARTICLE 11: FORCE MAJEURE

Mondi cannot be held liable for any delay in the performance of its contractual obligations due to a case of force majeure. Force majeure is defined as any external, unforeseeable, and irresistible event, pursuant to Article 1218 of the French Civil Code and cases accepted by case law.

ARTICLE 12: UNFORESEEABILITY

Mondi retains the right to request a renegotiation of the Contract, if an unforeseeable change in circumstances makes the performance excessively onerous for it, within the meaning of Article 1195 of the French Civil Code.

ARTICLE 13: LIABILITY

As the Product is printed only after the order has been registered, Mondi cannot guarantee, by virtue of the accepted custom in the trade of industrial paper bags, the respect of the precise quantity ordered by the Client. Therefore, any inaccuracy in the number of Products ordered does not engage the responsibility of Mondi.

ARTICLE 14: CONFIDENTIALITY

In the absence of express written authorization from one of the Parties, both Mondi and the Client undertake to keep confidential all information and documents, written or oral, or any support (organizational, financial, scientific, etc.) that has been transmitted to either Party in the context of the execution of the Contract. This obligation applies regardless of their nature, up to 5 years after the end of the Contract.

ARTICLE 15: OBLIGATIONS OF THE CLIENT

The Client undertakes to verify that his request is in line with the proposed offer and the Contract concluded with Mondi. The Client undertakes to honor its payment obligation and to respect the above-

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mentioned deadlines. In addition, the Client undertakes to comply with the conditions of storage of the Product and to ensure the Product according to the incoterm applicable to the contractual relationship. Finally, the Client undertakes to comply with all the confidentiality conditions mentioned in the GTCS.

ARTICLE 16: TERMINATION OF THE CONTRACT

The Contract between Mondi and the Client shall come to an end after the final performance of the obligations incumbent on each of the Parties.

Any payment not made within the time limits set out in the Contract will entitle Mondi to terminate its performance.

The termination will take effect within one month of the debtor's formal notice sent by Mondi by registered letter and/or e-mail with acknowledgment of receipt detailing the alleged breaches and mentioning its intention to apply this clause. Such termination shall only take effect if the Client has not remedied the alleged breach within one month.

The termination of the Contract entails the obligation for the Client to pay the remaining sums due to Mondi in respect of the performance of the Contract.

ARTICLE 17: APPLICABLE LAW

The Contract between Mondi and its Client, from the formation to the execution and until the end of the contract, is subjected to French law.

Unless otherwise stipulated, the settlement of any dispute that may arise between the Client and Mondi will be subjected to French law.

ARTICLE 18: AMICABLE DISPUTE RESOLUTION METHODS AND COMPETENT JURISDICTION

The Client is requested to contact Mondi directly for any remarks or disputes concerning his order and/or the performance of the services, and/or after the end of the Contract.

If no solution can be found amicably between the Parties, the dispute shall be settled either in front of an arbitration Court or in front of a judge.

If the Parties choose to settle their dispute in front of an arbitration Court, the Parties agree to organize their arbitral proceedings and to appoint one or more arbitrators in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) sitting in Paris.

Otherwise, and unless otherwise stipulated, the settlement of any dispute that may arise between the Parties will be under the exclusive jurisdiction of the Commercial Court of Reims.