

ANTALIS INTERNATIONAL KEY ACCOUNT – GENERAL TERMS AND CONDITIONS - STANDARD CONSUMABLES

(Version 2.0 updated as of 7 March 2025)

The Antalis International Key Account department (“AIKA”) is in charge of the development and monitoring of International Key Accounts for the Antalis Group, and this department negotiates, in the name and on behalf of Antalis group affiliated companies, specific commercial terms and conditions for the supply of paper and/or visual communication and/or packaging materials to the benefit of an International Key Account customer and its affiliated companies (“AIKA special T&Cs”).

Any offer of any Antalis affiliated company made out of any AIKA Special T&Cs, shall be governed by the General Sales Conditions of the relevant Antalis affiliated company to the exclusion of any other terms and conditions, except otherwise agreed expressly in writing by an authorized representative of such Antalis affiliated company.

Article 1 – Scope

1.1 Unless otherwise expressly agreed in writing, these general terms and conditions of sale (“AIKA General T&Cs”) apply to any confirmed order (“Order”) by an Antalis affiliated company (“SUPPLIER”) for the sale of paper and/or visual communication and/or packaging materials (the “Products”) to any affiliated company of a group of companies referenced by AIKA as an International Key Account (“BUYER”) benefiting from an AIKA special T&Cs.

1.2 BUYER and SUPPLIER are referred to as a “Party” or the “Parties”. The AIKA General T&Cs, AIKA Special T&Cs and any related Order are referred hereinafter to the “Agreement” between the Parties.

Article 2 – Structure

2.1. The Agreement shall apply to the sourcing of Products by BUYERS from SUPPLIERS in the countries listed in the AIKA Special T&Cs. BUYERS and SUPPLIERS are companies listed in the AIKA Special T&Cs. BUYER shall address a purchase order to SUPPLIER located in its country and identified in the AIKA Special T&Cs. An individual sales contract will be entered into between the BUYER and the SUPPLIER on written confirmation of the purchase order by the latter.

2.2. The AIKA Special T&Cs enclose the list of Products, their prices, the delivery conditions and payment terms offered by a SUPPLIER in a country for a specific period to BUYERS in this country. Unless otherwise expressly agreed in writing, the contractual relationship between the Parties shall be exclusively governed, in order of precedence, by the following documents:

- 1/ the AIKA General T&Cs,
- 2/ the AIKA Special T&Cs, and
- 3/ the Order.

2.3. Any discussion, offer, quotation, confirmed order, delivery, work, sale and supply and/or agreement and related services made out of any AIKA Special T&Cs shall be submitted to the relevant SUPPLIER’s local general terms and condition for sales and services, to the exclusion of any other documents as but not limited to any BUYER’s general terms and conditions for purchase.

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Article 3 - Delivery conditions

3.1. SUPPLIER will deliver the Products within the lead-times agreed in the AIKA Special T&Cs.

3.2. Delivery of the Products shall take place in such quantities and at such time as designated herein or as otherwise agreed between BUYER and SUPPLIER in the Order and/or AIKA Special T&Cs.

3.3. Risks on Products shall pass from SUPPLIER to BUYER upon delivery at the agreed location in accordance to the INCOTERMS® agreed (or any new updated release). Except otherwise agreed, delivery are deemed to be EX-Works and title on the Products shall pass from the SUPPLIER to the BUYER at the complete payment of the Products as stated in article 5 below.

3.4. In case of non-conformity of Products at delivery in quantity or quality, BUYER shall promptly notify and justify it to SUPPLIER within 24 hours. Whether confirmed, the missing quantities will be delivered-up by the SUPPLIER and/or the non-conforming Products will be replaced with conforming Products by the SUPPLIER, and the BUYER shall make available the non-conforming Products to make it collected by the SUPPLIER, thus at no cost for the BUYER and within a reasonable period of time.

4. Prices

4.1. Prices of the Products ordered under the Agreement shall be as set forth in the AIKA Special T&Cs, as amended from time to time by SUPPLIER. Except otherwise agreed, prices are deemed to be Ex-Works.

4.2. In case of a cost deviation of +/- 5% occurring in relation to any market event beyond reasonable control of the Parties, not anticipated nor previously announced by any market intelligence organisations monitoring volatile commodity markets via price indices, the Parties shall promptly start negotiating in good faith and agree on mutually satisfactory terms to remedy the situation and on new prices that should include such deviation. In case the Parties would not come to an agreement within a one (1) month period from written request to start negotiation sent by SUPPLIER to CUSTOMER or BUYER, either Party will be entitled to terminate the Agreement with a one (1) months prior written notice.

Article 5 - Payment Conditions

5.1. All sums due to SUPPLIER under this Agreement shall be payable by BUYER within the time for payment stated in the AIKA Special T&Cs, but starting in any case from the issuance date of the invoice by SUPPLIER

5.2. SUPPLIER will directly invoice the BUYER at the time of delivery of the Products mentioned in the Order.

5.3. Payment of all sums due to SUPPLIER under the Agreement shall be made by BUYER in full by cheque, credit transfer or such other method as may reasonably be specified from time to time by SUPPLIER.

5.4. The sums exclude all applicable taxes related to the sale of the Products, such as VAT and all applicable export or import fees, customs duties, and similar charges ("Taxes"), and BUYER will be responsible for payment of all such Taxes.

5.5. In the event (i) that SUPPLIER reasonably believes that BUYER's credit position has significantly deteriorated and/or (ii) the credit rating of the parent company of BUYER is significantly downgraded or is discontinued by a credit agency of first rank and/or (iii) BUYER fails to pay any undisputed invoice when due and following SUPPLIER's first written reminder through registered letter with acknowledgement of receipt, BUYER has not effected payment within five (5) days after the date of such first written reminder and/or (iv) of the occurrence of a change of control of the ownership of BUYER, SUPPLIER, at its option, may suspend acceptance of any further orders, suspend or cancel shipments of Products under any Orders, require cash in advance of deliveries and/or reduce payment terms or other security acceptable to SUPPLIER until all invoices are paid and SUPPLIER receives adequate assurance of future performance, subject to written notice to BUYER through registered letter with acknowledgement of receipt. SUPPLIER acknowledges that it shall only apply the remedies provided in this Article 5.5 based on a good faith determination with due care and diligence as regards the situation at stake. SUPPLIER may terminate this Agreement and/or any Order as regards a particular BUYER which would have not comply with the requirement notified by SUPPLIER under this Article 5.5 within thirty (30) days.

5.6. Full legal, beneficial and equitable title to and property in the Products shall remain vested in Supplier (even though they have been delivered and risk has passed to BUYER) until (i) payment in full, in cash or cleared funds, for all the

Products has been received by the SUPPLIER; and (ii) all other money payable by BUYER to the SUPPLIER on any other account or under this Agreement or any other purchase order has been received by the SUPPLIER. Notwithstanding what precedes, SUPPLIER authorizes BUYER to use and/or sell the Products in the normal course of BUYER's business; this authorization shall automatically cease if any sum owed to SUPPLIER by BUYER not paid when due, or BUYER is in one of the situation mentioned in article 5.5 or in article 9.2; therefore, BUYER shall (i) hold the Products as SUPPLIER's bailee, (ii) deliver the Products back to SUPPLIER, at the latter's request, (iii) provide SUPPLIER, subject to prior reasonable notice, with free and unrestricted access to any premises where any of the Products are located in the purpose for SUPPLIER to repossess and resell the Products, (iv) hold all claims that SUPPLIER may have against purchasers of the Products from BUYER, (v) hold the proceeds of Products sale on trust for SUPPLIER into a separate bank account, and (vi) assign/transfer to SUPPLIER, at the latter's request, all such claims and proceeds.

Article 6 – Liability

WHETHER UNDER CONTRACT, TORT, MISREPRESENTATION, BREACH OF WARRANTY OR FOR ANY AND ALL OTHER CAUSES, IN ANY CASE, (A) THE TOTAL LIABILITY OF SUPPLIER IS LIMITED TO THE AMOUNT OF THE INVOICE TO WHICH THE CLAIM RELATES, AND (B) SUPPLIER SHALL NOT BE LIABLE FOR (I) ANY PUNITIVE DAMAGES, (II) ANY LIQUIDATED DAMAGES, (III) ANY PURE FINANCIAL LOSS, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, INJURY TO BUSINESS REPUTATION AND LOST PROFITS, (IV) ANY RECALL EXPENSES, (V) ANY SPECIAL DAMAGES OR (VI) FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES. THE LIMITATION MENTIONNED IN (A) ABOVE SHALL NOT APPLY TO BODILY INJURIES RESULTING DIRECTLY FROM A DEFECTIVE PRODUCT. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM FAILURE TO PERFORM ITS OBLIGATIONS, WHETHER WHOLLY OR IN PART, WHICH IS CAUSED BY BUYER (WHETHER OR NOT NEGLIGENT OR AT FAULT) OR A DEFAULT OR NEGLIGENCE OF ANY THIRD PARTY, OR ANY CAUSE WHATSOEVER BEYOND ITS CONTROL.

Article 7 – Warranties

7.1. Any service rendered by a SUPPLIER will be performed by qualified personnel.

7.2. The SUPPLIER warrants the Products are free from hidden defect for a maximum period of three (3) months from delivery as regards the Specifications agreed (Product's technical data sheet) referred to in the AIKA Special T&Cs. BUYER shall promptly notify the SUPPLIER upon discovery of defect within this period.

7.3. For any breach of this warranty, SUPPLIER will promptly replace any defective Products, which fail under this warranty as evidenced by the BUYER. The warranty shall not apply in case of BUYER's failure to follow instructions as to storage, use and/or maintenance of the Products and/or good trade practice regarding the same, or defect arising and/or reported out of the above-mentioned period.

7.4. The warranties given herein are the sole applicable under this Agreement and shall exclude all other warranties whether express or implied, such as, without limiting the generality of the foregoing, any implied warranty of merchantability and fitness for a particular purpose.

Article 8 –Duration

8.1. This Agreement shall be in effect for a period of time stipulated in the AIKA Special T&Cs (the "Term") commencing on the date mentioned in the AIKA Special T&Cs (the "Effective Date"), unless otherwise terminated or renewed, pursuant to the terms of this Agreement.

8.2. At the end of the Term, this Agreement will be tacitly renewed for an unlimited duration, unless terminated by either Party sending by registered letter a written notice to the other Party at least three (3) months prior to the end of the Term.

8.3. Should the Agreement be renewed for an unlimited period, either Party will have the possibility to terminate it at any time by sending by registered letter to the other Party a three (3) month prior written notice to that effect.

8.4. Without prejudice to what precedes, the AIKA Special T&Cs will expire on expiry of the Term, except otherwise expressly agreed in written in the initial AIKA Special T&Cs or in any renewed or subsequent version agreed upon.

Article 9 - Termination

9.1. Either Party shall have the right to terminate this Agreement ipso jure upon written notice sent by registered letter to the other Party if the latter is in default of any obligation hereunder which default is incapable of being remedied or which has not been remedied within thirty (30) days after receipt of written notice of such default (or such additional remedial period as the non-defaulting party may authorise). Termination shall have immediate effect upon receipt of the letter or on the date of termination mentioned in it.

9.2. If a Party becomes bankrupt or insolvent, or has a receiving order made against it, or enters into liquidation or has a receiver, administrator or liquidator appointed to manage its affairs, business and assets or if it suffers any similar action, the other Party shall be entitled, without prejudice to any other remedy, either:

(i) to terminate the Agreement forthwith by notice in writing to the affected Party or to the Receiver or Liquidator or to any person in whom the Agreement may become vested; or

(ii) to give any Receiver, Liquidator or other person the option of carrying out the Agreement subject to his providing a guarantee for due and faithful performance of the Agreement.

9.3. In case of termination pursuant to this article, the non-affected Party shall not be held responsible for any costs incurred by the affected Party.

9.4. The Agreement terminated "in part" shall mean, as the case may be, terminated in one or several country/ies, for one or several Product(s), for one or several entity/ies or site(s) in a given country. In any case of termination, the terms and conditions shall remain unchanged for the remaining BUYERS/SUPPLIERS/Products, unless otherwise agreed between the Parties.

9.5. The Agreement shall survive and be complied with as regards any outstanding Order and associated services.

Article 10 - Confidentiality

10.1. Either Party undertakes for itself, its personnel and its agents, to not disclose any non-public information pertaining to the business and affairs of any other Party that may come to its knowledge under or in connection with the Agreement, including but not limited to, any proprietary technology, trade secrets, processes, formulas, data, know-how, improvements, discoveries, plans, strategies, forecasts, financial statements, budgets, licenses, prices, blueprints, specifications, computer software programs and promotional ideas, technical, commercial, financial, and/or strategic information. It is agreed that this Agreement and any information related are strictly confidential (hereinafter "Confidential Information").

10.2. If either Party has to disclose any particular item of Confidential Information for the sole purpose of the performance of its obligations under the Agreement, it shall ensure that the third party receiving this specific Confidential Information is bound by the same confidential obligation.

10.3. Documents containing Confidential Information, and any copies thereof, in the possession of the receiving Party shall be returned to the disclosing Party upon the earlier of 1) the disclosing Party's request, or 2) expiration of the term of the Agreement.

10.4. Whether the Parties entered into a Non-disclosure agreement between them, the terms and conditions of the same shall apply to and are deemed to be an entire part of this Agreement.

10.5. This reciprocal duty of confidentiality shall apply throughout the Term of this Agreement, and its renewal as the case may be, and for two (2) years following its termination for any reason whatsoever; This reciprocal duty of confidentiality is without prejudice to the right of either Party to submit evidence to a Court in case of litigation in accordance to article 13 below.

Article 11 Force majeure

11.1. Neither Party shall be liable to the other for any loss or damage which may be suffered by one of them due to any cause beyond its reasonable control including without limitation any act of God, inclement weather, flood, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities,

telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Products or any part thereof.

11.2. The Party suffering the Force Majeure event shall notify the other Party of the occurrence of such event within a reasonable time. A meeting will then be convened aiming to minimise the consequences of the Force Majeure event.

11.3. Should a Force Majeure event last more than three (3) month, then either Party shall have the right to terminate the Agreement immediately provided a notice to that effect has been served to the other Party by registered letter, return receipt requested.

Article 12 – Intellectual Property

12.1. The Parties acknowledge and agree that each Party (or its affiliates) shall at all times remain the owner of patents, know-how, design, trademarks and all other intellectual property rights (“IP”) owned by it before the start of its relationship with the other Party under this Agreement or created by it both inside and outside the scope of that relationship. No Party shall have any rights in or to use IP of the other Party other than solely for the performance of its obligations in accordance with this Agreement.

12.2. The Parties agree and acknowledge in respect of any IP developed jointly by SUPPLIER and BUYER and that in the event any SUPPLIER’s representative and/or any SUPPLIER has developed the specifications for the Products specifically for and jointly with CUSTOMER and/or a BUYER, the specific terms and conditions hereof will be covered by a “Development Agreement” to be agreed upon separately. The Parties agree to and commit to working together to negotiate such Development Agreement in good faith and to not undertake actions, which might affect the ability to negotiate in good faith.

Article 13 – ESG and Code of Conduct

13.1. Antalis Group conducts its business in respect with regulation and standard applicable where it operates, and according to the Antalis Code of Conduct (The “Antalis Code”) that defines the ethical values and principles of its ESG policies under which Antalis Group conduct its business.

13.2. The Parties acknowledge they both share the same ethical rules and ESG values and principles in doing business and agree to cooperate in good faith in the implementation of their respective code and any relevant ESG policies, and so they undertake to respond to any reasonable questionnaire or request for assessment accordingly. Such cooperation is an essential condition for both Parties to enter into relationships under this Agreement.

Article 14 - Fighting Corruption

14.1. The Parties declare, each for themselves, to put in place and maintain adequate rules or policies and controls to prevent and detect acts of corruption within their organization, whether these are carried out by their leaders, employees, agents, subcontractors, or any other third party acting on their behalf. Subject to reasonable notice, Provider agrees to respond to any reasonable request for evaluation.

14.2. This clause constitutes an essential commitment of each of the Parties and determines the intention of each of them to conclude this Agreement.

Article 15 - Governing law - Jurisdiction

15.1. This Agreement shall be governed by and construed and interpreted in accordance with French law, to the exclusion of conflict of law rules. Any dispute relating to this Agreement, its signature, its performance, its interpretation, its termination or its validity, will be subject to and settled by the Tribunal de commerce of Nanterre (France), notwithstanding a plurality of defendants or a petition for guarantee.

15.2. Notwithstanding what precedes, any SUPPLIER shall be entitled to submit any claim for default in payment of any invoice due in accordance to any Order before the court of its registered office that will settle the dispute in accordance to the material laws applicable in the country of its registered office to the exclusion of any conflict of law rules.

15.3. If any provision or part of this Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will remain in full force and effect to the fullest extent permitted by law.