



PACKAS LLC, Zonneveld 15, 8793 Waregem – BE 0451.267.754  
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## General terms and conditions of sale and delivery

### Article 1 – SCOPE:

These general terms and conditions of sale of PACKAS (hereinafter the “GTC”) apply to all our offers, order confirmations and deliveries. By placing an order, the customer acknowledges having read and accepted both our offer and these GTC. The customer further acknowledges having waived the application of any of its own terms and conditions by accepting our offer or by failing to express any reservations within 8 (eight) calendar days from the date of the order confirmation. These GTC shall also apply to future deliveries or services, even if the general terms and conditions are not explicitly reiterated. Any deviations from and/or additions to the GTC shall only apply if confirmed in writing by PACKAS, even if not inconsistent with the GTC, and shall only apply to the agreement for which they were accepted. All other provisions of the GTC shall remain fully enforceable. PACKAS reserves the right to unilaterally amend these GTC without any obligation to explicitly inform the customer thereof. Should any provision of the GTC be deemed void or unenforceable, the remaining provisions shall remain fully valid, and the parties shall replace the void provision with another that most closely reflects the purpose and intent of the original.

### Article 2 – OFFERS AND ORDER CONFIRMATIONS:

Unless expressly agreed otherwise in writing, all offers and information provided by PACKAS are for informational purposes only. Any order placed by the customer is binding upon the customer but shall only bind PACKAS once it has been confirmed in writing. Any actual or alleged inaccuracies in the order confirmation must be notified in writing within 8 (eight) calendar days from the confirmation date, failing which the order confirmation shall be deemed irrevocably accepted by the customer. Any person who places an order either in their own name or in their capacity as representative guarantees performance by the third parties they represent and undertakes joint and several liability with them, in accordance with Articles 5.106 et seq. and 5.161 et seq. of the Belgian Civil Code.

### Article 3 – PRICES:

Orders are invoiced at the prices and under the terms applicable on the date of acceptance of the order in question. Any discounts granted to the customer apply only to the specific order for which they were granted and shall not be deemed acquired for future orders. The applicable prices are those stated in the most recent price list communicated by PACKAS. All prices may be unilaterally increased at any time in the event of (i) a demonstrable increase of more than 5% (five percent) in raw material prices, or (ii) an increase in government levies on the ordered products.

### Article 4 – DELIVERY PERIODS:

Unless explicitly agreed otherwise in writing, the delivery periods indicated by PACKAS are always approximate. Any delay in delivery, regardless of the cause, shall never entitle the customer to any compensation or to suspend performance of its obligations under the contract in question or any other contract concluded with PACKAS.

### Article 5 – DELIVERIES:

PACKAS is entitled, at any time prior to delivery, to require sufficient payment security (such as an advance payment, pledge, bank guarantee, etc.). Should the customer fail to provide such security, PACKAS shall be entitled to refuse any further deliveries and to consider partially or wholly unexecuted contracts as automatically terminated, without prejudice to PACKAS's right to compensation for any damages. The costs relating to such security shall be borne exclusively by the customer. Ownership risk is transferred ex works. Upon delivery, the customer must sign the delivery note for receipt. Any apparent defects must be noted on the delivery note or be reported in writing to PACKAS within 3 (three) working days, with a detailed description of the defects. Use of the goods by the customer shall constitute their irrevocable acceptance. Unless otherwise agreed, delivery shall take place DAP (Delivered at Place) – cf. Incoterms® 2010.

PACKAS reserves the right to:

- deliver products that, for technical reasons, show slight variations in quality, size, colour, thickness, or finish. A tolerance of ±10% from the nominal thickness is acceptable unless agreed otherwise;
- deliver up to 10% more or less than the quantity agreed and to invoice the actual quantity delivered. The customer shall not be entitled to claim any compensation, suspend or refuse payment, cancel the order or request contract termination unless otherwise agreed.

All proofs, designs, printing films, clichés, printing cylinders, tools, and moulds are for indicative purposes only and remain the property of PACKAS at all times, regardless of whether the customer was charged for them. Without prior written consent from PACKAS, it is forbidden to use, copy, transfer or disclose these items in whole or in part. The goods shall be processed at the sole discretion of the customer, without any instructions from PACKAS. PACKAS may make partial deliveries, each constituting a separate sale. Partial delivery of an order shall not justify refusal to pay for goods already delivered. Any cancellation by or due to the customer entitles PACKAS to a fixed compensation of 30% of the purchase price, without prejudice to PACKAS's right to prove higher actual damages (e.g. storage or transport costs). If the goods have already been produced, PACKAS is entitled to 100% of the purchase price due to their specific nature.

In the event of failure to collect ordered goods, even those ordered on call, and without prior notice of default, PACKAS reserves the right, after notifying the customer, to charge all associated costs (including storage and transport) and, where applicable, to apply a price adjustment.

### Article 6 – FORCE MAJEURE:

Force majeure refers to all circumstances beyond the reasonable control of PACKAS and which render the execution of the agreement wholly impossible. These include, but are not limited to, fire, strikes and lock-outs, lockdowns, import or export restrictions, or other government measures, as well as exceptional weather conditions such as snow and flooding. The non-attributable and unavoidable nature of such circumstances is presumed. In the event of force majeure, the affected party shall inform the other party in writing without delay (and in any event within 3 (three) days of the occurrence), providing all factual information necessary for the other party to verify the existence of the force majeure event. From that moment, the performance of the obligations affected shall be suspended for the duration of the force majeure. The affected party shall take all reasonable measures to minimise any delay and keep the other party informed of the steps taken.

PACKAS shall be entitled to terminate the agreement, without any liability for damages, if the force majeure continues or is reasonably expected to continue for a period of at least 30 (thirty) days.

### Article 7 – CLAIMS:

Claims relating to apparent defects and/or the quantity of delivered goods will not be accepted if the delivery note has been signed for receipt. If the delivery note has not been signed, any claims regarding visible defects and/or quantities must be submitted in writing to PACKAS no later than 3 (three) working days after delivery, with a detailed description of the issues. Use, modification, or dispatch of the goods by the customer constitutes irrevocable acceptance. Any claims concerning latent (hidden) defects must be reported in writing to PACKAS immediately and no later than 3 (three) months from the date of delivery. In addition, such defects must be reported within 3 (three) calendar days after their discovery or after the date on which they reasonably should have been discovered. In the absence of a timely claim, the goods shall be deemed definitively accepted. If claims are admissible and well-founded, PACKAS's obligation shall be strictly limited to the replacement of the defective goods or delivery of missing components, excluding any other form of compensation. Unless expressly agreed otherwise, PACKAS is not presumed to be aware of, nor required to take into account, any specific use the customer intends to make of the goods. The customer bears full responsibility for any such use or application. Except in cases of wilful misconduct or gross negligence, PACKAS shall not be liable for any material, immaterial, indirect, or consequential damage, including but not limited to loss of profits, revenue reduction, production limitations, administrative or personnel costs, general overhead increases, client loss, or third-party claims. Claims regarding invoices must be submitted in writing to PACKAS within 8 (eight) calendar days following their issuance. In the absence of a timely objection, the invoice shall be deemed irrevocably accepted. The customer waives any right to assert non-contractual liability claims against the auxiliary personnel of Callens Poorten BV, except in cases of wilful misconduct.

### Article 8 – RETURNS:

No return of goods shall be accepted by PACKAS without prior written consent. In all cases, unless otherwise agreed, the return of goods shall take place at the sole risk and expense of the customer.

### Article 9 – PAYMENTS:

Unless otherwise agreed in writing, all invoices issued by PACKAS shall be payable within 30 (thirty) calendar days from the invoice date, net and without deduction, at the registered office of PACKAS or into the bank account indicated on the invoice.





Claims, even if subsequently justified, shall not entitle the customer to unilaterally suspend, in whole or in part, the payment of overdue invoices. Furthermore, the customer expressly waives any right of set-off with respect to alleged claims against PACKAS.

#### Article 10 – DEFAULTS IN PAYMENT:

Failure to pay an invoice or negotiable instrument, even partially, on its due date shall result in the following:

- a. All other outstanding amounts owed by the customer, including those not yet due, shall become immediately payable by operation of law and without prior notice;
- b. Any discounts or payment terms previously granted shall lapse;
- c. All amounts due shall, by operation of law and without prior notice, accrue interest at a rate of 1% per month commenced, increased by 2%, in accordance with Article 5 of the Act on Late Payment.
- d. In addition to interest, a fixed indemnity of 10% of the outstanding invoice amount shall be due, without prejudice to PACKAS's right to claim greater compensation upon proof of higher actual damage.
- e. PACKAS reserves the right to suspend, in whole or in part, the performance of any ongoing contracts, without notice and without any liability, and to terminate the contract in whole or in part, in accordance with Article 12.
- f. In the event of legal recovery, PACKAS is entitled to charge the customer for all proven collection costs in addition to legal fees.

#### Article 11 – RETENTION OF TITLE:

Ownership of the goods shall not transfer to the customer until full payment has been received of all sums owed to PACKAS, including price, costs, interest, and any indemnities. Nevertheless, the risk of loss or damage to the goods passes to the customer ex works as soon as they are delivered. Until ownership is effectively transferred:

(i) the customer may not use the goods as payment, pledge them, or otherwise encumber them; (ii) the customer shall visibly label the goods as being the property of PACKAS. This clause shall be deemed reproduced for every delivery. The customer undertakes to immediately inform PACKAS in writing of any third-party attachment of the goods.

The customer has a duty of care regarding goods subject to retention of title, and shall store them in perfect condition at a suitable, clean, and secure location, in accordance with industry standards. Until the transfer of ownership, the customer must insure the goods against all common industry risks (including but not limited to deterioration, fire, water damage, and theft), and provide insurance documentation to PACKAS upon first request.

If the goods are to be stored in premises not owned by the customer, PACKAS must be informed in writing prior to delivery, unless the address is specified on the CMR consignment note. In such case, the customer may not alter the goods.

#### Article 12– TERMINATION OF THE AGREEMENT:

PACKAS is entitled to terminate the contract with immediate effect, without judicial authorisation, notice of default, or liability for damages, in the following cases:

- Failure by the customer to comply with one or more contractual obligations, even after a formal notice allowing at least 7 (seven) calendar days;
- Suspension of payments, declaration of bankruptcy, or confession of bankruptcy by the customer;
- Liquidation or cessation of the customer's business;
- Change of control over the customer;
- Seizure of the customer's assets;
- If PACKAS has legitimate grounds to believe that the customer will not fulfil its obligations.

In the event of termination, the customer shall owe a fixed and non-reducible indemnity equal to 30% of the invoice amount, without prejudice to PACKAS's right to claim higher damages for proven actual loss.

#### Article 13 – DISPUTES:

All agreements to which these GTC apply, as well as any agreements arising therefrom, shall be governed exclusively by Belgian law.

All disputes relating to such agreements shall fall under the exclusive jurisdiction of the courts of the judicial district where PACKAS has its registered office.

