



## CCL INDUSTRIES TERMS AND CONDITIONS OF SALE

### 1. APPLICABILITY

These Terms and Conditions of Sale include **CCL Industries Global Business Ethics guide code of conduct available at <https://cclind.com/global-business-ethics-guide-5/>** (collectively “Terms and Conditions”) shall apply to all sales, purchase orders, contracts for sale, shipments, and sales order acknowledgments (each, an “Order”) of any products and/or services (“Products”) by any CCL Industries Inc. selling entity, including any of its affiliates or subsidiaries, whether in the United States or elsewhere (each, “CCL” or “SELLER”) and any customer (“PURCHASER”). All Orders, sales, offers, acceptances, sales order acknowledgments, contracts for sale, and shipments of Products are expressly limited to and made conditional on PURCHASER’S assent and agreement to these Terms and Conditions. CCL expressly limits PURCHASER’S acceptance to these Terms and Conditions, and notification is hereby given that CCL objects to and rejects any terms or conditions contained in any purchase order or other communication of any kind from the PURCHASER that are different, conflicting, inconsistent with or additional to these Terms and Conditions.

The Seller reserves the right to modify these Terms and Conditions unilaterally as needed without notice.

### 2. PRICE

Unless otherwise confirmed in CCL’s sales order acknowledgment or in a separate agreement signed by CCL and PURCHASER, all prices are EXW (Incoterms® 2020) at CCL’s shipping point. All prices are exclusive of any present or future federal, state, provincial, local, municipal or other taxes applicable to the sale of Products, or any duties or charges of any kind imposed by a governmental authority. Any such taxes shall be added to the price and paid by PURCHASER unless PURCHASER provides CCL with a valid exemption certificate acceptable to CCL and the appropriate taxing

authorities. All prices are subject to change without prior notice; however, prices shall be those contained in the appropriate Seller’s price list covering the Products ordered and in effect on the ship date noted on Seller’s sales order acknowledgment or other confirmation form. Orders calling for future delivery shall be invoiced at prices in effect on the ship date. If at the request of PURCHASER, Seller is required to keep a stock of Products, PURCHASER is at all times responsible for paying an amount equal to the price of the Products in inventory to Seller as well as for any raw materials needed to maintain the stock. No refund will be made to PURCHASER if the Agreement or otherwise terminates, for whatever reason, and the stock or the related raw materials has not yet been sold.

### 3. PAYMENT

PURCHASER shall be invoiced only for the quantity actually shipped plus, if applicable, trim loss. Payment term is net 30 days from date of invoice. Time is of the essence for payment of invoices and payment is material to the sale or contract for sale of Products. Invoices not paid within 30 days of date of invoice shall accrue a late payment charge of 18% per month on the unpaid balance, or the maximum amount permitted by law, until paid (“Late Fee”). The imposition of a Late Fee is not intended to infer any consent, acquiescence or other agreement, express or implied, by CCL to forbear or otherwise defer collection of unpaid invoice amounts. PURCHASER confirms, acknowledges and agrees that it would be difficult and expensive to attempt to determine the actual damage sustained by CCL as the result of the default payment of any individual account and that the charge of 18% per month referred to above represents a reasonable endeavor to fix CCL’s minimum probable loss resulting from delinquent payment, that such charge bears a reasonable relation to such loss and that the surcharge is reasonable in amount. In the event CCL uses a third-party collection agent or initiates a collection action to recover a debt, CCL shall be entitled to recover attorney



fees, expenses and costs associated with such collection of unpaid amounts.

CCL may, without notice to PURCHASER, hold or reject Orders, hold or cease shipments of confirmed Orders, alter or revoke credit terms, and/or require payments in advance, if CCL determines in its sole discretion that PURCHASER's financial condition or payment history do not justify new Orders, shipping Product, or continuing credit terms. PURCHASER's failure to pay any CCL invoice by its due date makes all outstanding invoices immediately due and payable irrespective of terms, and CCL may reject or hold Orders, or withhold deliveries, until the full account is settled. If CCL requests adequate assurances, PURCHASER will provide to CCL, within three days of the request, business records that are kept in the ordinary course of business and that satisfy the request.

#### **4. ORDER FULFILLMENT**

Seller's quotation is not an offer to sell, but it is an invitation to submit an order and no contractual relationship arises until an order has been accepted by Seller. A quotation is valid for thirty (30) days or such other period as is stated therein. Seller explicitly reserves the right to withdraw or amend a quotation at any time prior to acceptance.

Shipments that are more or less than the actual quantity ordered shall constitute filling the Order if such variance does not exceed the following percentages: (i) 10% for stock and custom Orders where CCL uses standard raw materials; and (ii) 20% for custom Orders or where CCL uses non-standard raw materials. An Order may be cancelled or terminated only with CCL's consent and upon terms that will fully compensate CCL for loss (if any) due to cancellation or termination.

#### **5. SHIPMENT, TITLE, RISK OF LOSS**

Unless otherwise confirmed by CCL's sales order acknowledgment or in a separate agreement signed by CCL and PURCHASER, shipping is EXW Incoterms® 2020 at CCL's shipping point. Title and risk of loss to all Products purchased shall pass to PURCHASER upon placement of the Products on a common carrier at CCL's shipping point, regardless of the freight terms stated or method of payment of transportation charges. CCL

reserves the right to specify the carrier and routing of shipments. CCL intends to ship within the time specified in CCL's sales order acknowledgment, if indicated, and such time is an estimate. If a time is not specified, then CCL will ship within a reasonable time. Unless specified in CCL's sales order acknowledgment, freight charges shall be prepaid and billed. As collateral security for the payment of the purchase price, PURCHASER grants to CCL a lien on and security interest in and to all of the right, title and interest of PURCHASER in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time-to-time, and in all accessions, substitutions, and replacements thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

#### **6. TRANSIT DAMAGE AND NON-CONFORMING PRODUCTS**

- a) PURCHASER is responsible to receive the entire shipment as tendered, and immediately upon delivery at PURCHASER's location to write on the freight bill any missing or damaged portion of the shipment. This must be reported to CCL within 48 hours of receipt of the shipment. For damage claims, the entire package must be retained pending instructions by CCL for its return or other handling and until after the claim has been evaluated and a determination and/or credit memo has been issued.
- b) Within 5 calendar days of receipt of the shipment, any concealed damage or non-conforming Products must be reported to CCL. Retaining the entire package is necessary until after a concealed damage inspection report is issued by the carrier, or until the non-conforming Product can be assessed and CCL provides instructions for return or other handling of the package. A determination of credit will be made once the claim has been evaluated. A credit will not be issued for any claims made after the 5-calendar day time period.
- c) Speed is of utmost importance (TIME IS OF THE ESSENCE for the deadlines set forth in Section 6 of these Terms and Conditions). Prompt inspection, as well as prompt filing, of the claim with all necessary documents will facilitate fast settlement. NOTE: Without the appropriate paperwork, credit cannot



be issued.

- d) For verified claims of transit damage or non-conforming Products, CCL may either replace the Product or refund the purchase price, in CCL's sole discretion. The remedies set forth in Section 6 of these Terms and Conditions for transit damage and non-conforming Products are PURCHASER's sole and exclusive remedies.

All claims must be accompanied by the following documents: (i) copy of freight bill with notation of damage or shortage, and date, time and receiver's name must be included; (ii) photograph(s) of damaged goods; and (iii) send copy of inspection report to CCL's claims representative. **RETAIN COPIES FOR YOUR FILES.** Under no circumstances shall CCL be responsible for any damage or shortage on collect shipments.

## **7. SOFTWARE**

- a) These provisions will apply to the delivery of standard and/or custom-made software by Seller ("Software"), in addition to the provisions contained in these Terms & Conditions. Any additional terms concerning use of the Software will be set forth in a separate Software license.
- b) The delivery includes Software relating to the application, the operating system, as well as the related manual.
- c) Unless agreed otherwise, PURCHASER will at its own costs install the Software at its premises.
- d) Seller does not guarantee that the Software is without any defects and/or bugs.
- e) Seller will grant the PURCHASER a non-exclusive license for the use of the Software on the installed device. The license will immediately terminate and expire upon the end of the use of the Software or the return, transfer or sale of the equipment or in case of expiration or termination of the Agreement between the parties for any reason. Title to the Software will at all times remain with Seller.
- f) PURCHASER is prohibited from (i) making copies of the Software, other than an archival or back up copy, (ii) reverse engineering or decompiling the Software, and/or (iii) making amendments or alterations to the Software without prior written consent of Seller.
- g) The Software does not include the source code.

PURCHASER is not granted any rights pertaining to the source code for the Software.

- h) Unless agreed otherwise, Seller will not provide maintenance services related to the Software.
- i) Seller may, at its sole discretion, determine at any time whether to provide a new version of the Software to the PURCHASER or any patches or fixes for the Software.

## **8. ARTWORK, ALTERATIONS, PROOFS, and STORAGE**

- a) Artwork, plates and tooling, including all forms of electronic files, printing plates or screens, engravings, films, cutting or stamping dies, or other tooling – even though a usage or creation fee was charged to the PURCHASER– shall remain the exclusive property of CCL unless specifically stated otherwise on the face of the estimate.
- b) Proposals are only for work according to original specifications. If through PURCHASER's error, or change of mind, work has to be done a second time or more, such extra work or alterations will carry an additional charge at current rates for the work performed.
- c) Proofs shall be submitted with original copy. Corrections, if any, are to be made on the "Master Set," returned marked "OK" or "OK with corrections" and signed with name or initials of person duly authorized to pass on same. If revised proofs are desired, request must be made when proof is returned. CCL regrets any errors that may occur through production undetected but cannot be held responsible for errors if the work has been printed per PURCHASER's OK or if changes are communicated verbally. CCL shall not be responsible for errors if the PURCHASER has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes or has instructed CCL to proceed without submission of proofs
- d) Press Proofs unless specifically provided for in the quotation will be charged for at current rates. An inspection sheet of any form can be submitted for PURCHASER approval at no charge provided the PURCHASER is present when the form is made ready on the press so that no press time is lost. Presses standing waiting OK of PURCHASER or any lost time due to PURCHASER change of mind will be charged



at current rates for time consumed.

- e) STORAGE CONDITIONS. Pressure sensitive labels should be stored at 72°F ± 5°, and at 50% relative humidity ± 10%. Storage of labels under less than these conditions will make the performance of labels suspect. Labels improperly stored will not be not carry any warranty.

## 9. COMPLIANCE

Products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended. Except as otherwise agreed in a signed writing, normal tolerances in CCL specifications shall not be cause to reject products.

PURCHASER shall comply with all Applicable Laws and regulations including but not limited to the relevant European Union and U.S.A. laws and regulations on export and PURCHASER shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union and/or the U.S.A.

PURCHASER shall comply with the provisions of any applicable anti-bribery laws including, but not limited to, the UK Anti- Bribery Act, the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials ("OECD").

## 10. RETURNS

All Products are returnable only in accordance with the warranty provision in Section 11. Before returning any Product, PURCHASER must obtain from CCL's prior written approval and instructions.

## 11. LIMITED WARRANTY

ALL STATEMENTS, INFORMATION, AND RECOMMENDATIONS (TECHNICAL OR OTHERWISE) ABOUT SELLER'S PRODUCTS, AND THE USE OR APPLICATION OF SUCH PRODUCTS, ARE BASED ON SELLER'S EXPERIENCE AND TESTING AND ARE BELIEVED TO BE RELIABLE BUT DO NOT CONSTITUTE AN EXPRESS OR IMPLIED GUARANTEE OR WARRANTY AS TO ACCURACY, COMPLETENESS OR RESULTS TO BE

OBTAINED. ALL PRODUCTS ARE SOLD AND SAMPLES PROVIDED WITH THE AGREEMENT THAT PURCHASER ASSUMES SOLE, INDEPENDENT RESPONSIBILITY FOR ITS OWN QUALITY CONTROL, TESTING, QUALIFICATION PROCESS AND DETERMINING THE SUITABILITY OF PRODUCTS FOR ANY INTENDED USE OR PURPOSE.

All new Products are warranted for one (1) year\* from date of manufacture to be free from defects in material or workmanship so that the Products meet CCL's specifications. This warranty applies solely to the original PURCHASER of the Products and creates no rights or obligations for any third party. All reconditioned Products will be warranted for thirty (30) days from the date of installation. Such warranty is applicable on installed Products, equipment or services, if such installation is performed by a CCL authorized representative. Upon the determination to SELLER's satisfaction that the Products were stored and used by PURCHASER in accordance with Seller's suggested, applicable standards (if any) and not damaged during transportation, PURCHASER's sole and exclusive remedy for breach of this warranty shall be the replacement of the defective Products or, at SELLER's option, the issuance of a credit or refund in an amount up to the purchase price of the defective Product. In no event shall SELLER be responsible for claims beyond the purchase price of the defective Product. PURCHASER will maintain traceability of converted Products to confirm a claim is based on Seller's actual Product, and lack of traceability may result in denial of a claim in whole or in part.

THE WARRANTY SPECIFICALLY SET FORTH IN THIS SECTION 11 IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. CCL SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES.

No representative or agent of CCL is authorized to give any guarantee or warranty or make any representation contrary to the terms and conditions herein, unless in



writing and manually signed by an officer of CCL.

\*Or the time period stated on the published Product specification or data sheet, if any, in effect at time of shipment.

## **12. NOTICE OF CLAIMS**

All claims resulting from an alleged breach of warranty under Section 11 shall be made in writing and sent by certified or registered mail. No claims shall be allowed if made later than Twenty (20) days after the PURCHASER learns or should have learned of the alleged defect giving rise to the claim. No goods may be returned to CCL except pursuant to such an alleged breach of warranty and unless proper notice of claim has been given by PURCHASER and return authorization issued by Checkpoint. In the event it is determined that CCL has no liability with respect to such claim, the PURCHASER shall be liable for CCL's costs in handling and storing the returned goods.

## **13. INSTALLATION.**

If applicable, installation of Products purchased under this Agreement shall be made only by CCL's authorized representatives. CCL shall have no liability for disruption to premises and existing structures resulting from installation, nor for installation made in accordance with instructions, plans, or designs provided by the PURCHASER.

Upon the request of PURCHASER, CCL will list, as an additional insured, on CCL's insurance policies those property owners who are not a party to the Terms and Conditions of Sale, but where CCL is to install its Product or equipment at PURCHASER'S location. This shall apply only to those property owners where CCL will be providing services to PURCHASER on the premises.

## **14. LIMITATION OF LIABILITY**

IN CONNECTION WITH PRODUCTS, THE SALE OF PRODUCTS OR ANY CONTRACT FOR SALE OF PRODUCTS, AND IN CONNECTION WITH ANY KIND OF SERVICE PROVIDED BY SELLER TO PURCHASER (SUCH AS TECHNICAL SERVICES, SOFTWARE, CONSULTATIONS, AND RESPONSES TO PRODUCT INQUIRIES OR CLAIMS), NO CLAIM BY PURCHASER OF ANY KIND, AND NO LIABILITY OF CCL OF ANY KIND, SHALL BE GREATER IN

AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES IN RESPECT OF WHICH DAMAGES ARE CLAIMED. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS REPLACEMENT OF PRODUCT OR CREDITING OF PURCHASE PRICE, IN SELLER'S DISCRETION. ALL CLAIMS, SUITS, OR LEGAL ACTIONS NOT FILED BY PURCHASER WITHIN ONE YEAR OF THE DATE A CAUSE OF ACTION HAS ACCRUED ARE WAIVED AND BARRED.

SELLER SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (NOR FOR DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION, DIMINUTION IN VALUE AND LOST PROFITS, REGARDLESS OF WHETHER THE DAMAGES ARE CHARACTERIZED AS DIRECT OR CONSEQUENTIAL DAMAGES OR OTHERWISE) WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSES.

## **15. INTELLECTUAL PROPERTY**

- a) All intellectual property rights pertaining to the Products shall be and remain the intellectual property right of Seller or its licensors.
- b) All PURCHASER's logo's, trade names, or trademarks owned or used by PURCHASER in the course of its business ("**Marks**"), are the sole property of PURCHASER and PURCHASER will retain the intellectual property rights in relation to the use of such Marks. In case this is required for the performance of the obligations under the Agreement and/or these Conditions, PURCHASER shall grant Seller a royalty free and non-exclusive license to use the Marks for the term of the Agreement or until the obligations of Seller, including periods to satisfy compliance and regulatory obligations, under these Conditions have been fulfilled. PURCHASER indemnifies and holds Seller harmless against any and all costs (such as, but not limited to (third party)





claims, demands, liabilities, losses, damages, settlements, judgments awards) that may be sustained or incurred by Seller in relation to, or as a result of, the use of the Marks, if and to the extent such use of Marks is prescribed by PURCHASER in relation to the Agreement and/or these Conditions.

- c) Except as expressly provided in the Agreement or in these Conditions, no clause in the Agreement nor in the Conditions is construed as granting or implying to PURCHASER any rights to the Product under any letters patent, or other intellectual property right. If the Products are to be modified in any manufacturing process or combined with other components where the Product, changed or produced in accordance with a specification submitted by the PURCHASER, the PURCHASER will indemnify and defend Seller against all loss, damages, costs and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Seller's use of the PURCHASER's specification, modification or combination where the Product itself would not be subject to any claim of infringement.
- d) Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that PURCHASER may, prior to the manufacture of special order goods, request that the imprint only be deleted.

#### **16. PURCHASER'S PROPERTY**

CCL may charge the PURCHASER, at current rates, for handling and storing PURCHASER's stock or PURCHASER's printed matter held more than thirty (30) days. Without a specific agreement stating otherwise, all PURCHASER's property that is stored with CCL is at the PURCHASER's risk and CCL is not liable for any loss or damage thereto caused by fire, water leakage, theft, negligence, insects,

rodents or any cause beyond CCL's reasonable control. Artwork, in its original form, provided by the PURCHASER to CCL, is considered PURCHASER property. It is understood that the gratuitous storage of PURCHASER's property is solely for the benefit of the PURCHASER.

#### **17. RECALLS**

- a) If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, the PURCHASER shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.
- b) If the recall is due to PURCHASER's negligent acts or omissions in handling, storing or packaging the Product or PURCHASER's failure to comply with Applicable Laws, or with PURCHASER's specifications, then PURCHASER shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by PURCHASER and the PURCHASER shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

#### **18. ASSIGNMENT**

The rights or obligations of CCL and PURCHASER related to the purchase and sale of CCL Products shall be binding on, inure to the benefit of, and will be enforceable by CCL and PURCHASER and their respective heirs, legatees, legal representatives, successors and assigns. PURCHASER may not assign any of its rights or obligations under these Terms & Conditions without the prior written consent of CCL.

#### **19. NON-WAIVER**

No waiver by SELLER of any of the provisions of these Terms and Conditions is effective unless explicitly set forth in writing and manually signed by an officer of CCL. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions may be construed as a waiver thereof.



No single or partial exercise of any right, remedy, power or privilege under these Terms and Conditions precludes any other or further exercise of any right, remedy, power or privilege.

#### **20. FORCE MAJEURE**

SELLER shall not be liable to PURCHASER, nor be deemed to have defaulted on or breached these Terms and Conditions, for any delay or failure in fulfilling or performing any sale, contract for sale, shipment, service, or any other matter in connection with the sale and shipment of Products or these Terms and Conditions to the extent such failure or delay is caused by or results from (1) circumstances, causes, or contingencies beyond SELLER's reasonable control including, whether similar or dissimilar to the items listed in (2) of this Section 13, or (2) changes in shipment schedules, accident, fire, strike, lockout or other labor dispute, disease or epidemic, riot, civil commotion, insurrection, war, terrorist act, the elements, embargo, failure of carrier, inability to obtain transportation facilities, inability or delay in obtaining adequate or suitable materials, telecommunications or power outage, government requirements, acts of God or public enemy, prior Orders from others, or limitations on CCL's or its suppliers' products or marketing activities.

#### **21. CHOICE OF LAW**

Any and all disputes that arise out of or from, or that relate in any manner to, these Terms and Conditions, the Products, sales and contracts for sale of Products, or the dealings of the parties shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without giving effect to Ohio's or any other state's choice or conflict of laws provision or statute.

#### **22. ENTIRE AGREEMENT**

These Terms and Conditions and CCL's sales order acknowledgment or confirmation embody the final and entire agreement between CCL and PURCHASER concerning the subjects herein, are intended as a complete and exclusive statement of the terms and conditions of agreement regarding the Products and the sale of Products set forth on CCL's sales order

acknowledgment, and supersede any prior or collateral written or oral agreement, negotiations, or understanding between the parties relating to the subject matters hereof. PURCHASER acknowledges that CCL has not made any representation or promise to PURCHASER, and that PURCHASER has not relied on any representation or promise, other than those which are specifically referred to or contained herein. Confirmation or acceptance of PURCHASER's Order does not constitute acceptance of or agreement to PURCHASER's terms and conditions. The parties confirm that it is their wish that these Terms and Conditions and any other documents delivered or given under these Terms and Conditions, including notices, have been and will be in the English language only.