



## **Definitions**

"Quadpack" shall mean the seller of the goods, being whichever Group legal entity is stated on the quotation.

"The Client" shall mean the Client of the goods.

"Contract" shall mean the Contract made or to be made between Quadpack and the Client subject to these terms.

"The Products" shall mean any articles to be supplied by Quadpack to the Client under the contract. All the assets described in any kind of format, such as catalogues, Quadpack Website or similar, or which are included in an offer or quotation.

## **1. Scope of Application**

1.1 All the deliveries and provisions will be made according to these General Terms and Conditions of Sale and to any other contractual terms agreed by the parties expressly in writing for each quotation.

1.2 Any other additional agreement to these General Terms and Conditions of Sale or subsequent amendments shall be always done in writing. Unless otherwise specifically agreed, the contract shall come into force by the acceptance in writing of an order to Quadpack.

1.3 These conditions exclude the application of any other terms and conditions of purchase/sale, except for those specifically agreed in writing by Quadpack. Also, in case of receiving sales conditions from the Client, the ones established by Quadpack This Terms and Conditions of Sale shall prevail, unless specifically agreed otherwise in writing.

1.4 All the product/service orders shall be considered a formal and legal commitment for the purchase of such products/services according to this General terms and conditions of sale.

1.5 Quadpack accepts the Client's order according to these General Terms and Conditions of Sale. The Client shall verify all the details included in the confirmation order and contact Quadpack within three working days in case there were any inaccuracies, mistakes or discrepancies. After such period and not having received any reply from the Client, the confirmation shall be considered accepted and the manufacturing and delivery of the product shall start according to the order confirmation, which shall be considered binding.

## **2. Conditions: The General Conditions of Sale**

2.1 Offers of Services: Options of services offered by Quadpack such as transport, technical assessment, administrative work or the like as described in any updated document published by Quadpack or available on Quadpack website on the internet or in order confirmations.

2.2 Designs and Tooling: All the moulds, instruments, tools, designs, models, sketches, printing plates, screens, drawings or negatives (including their copyrights) provided by Quadpack shall be considered our property, unless otherwise agreed in writing between Quadpack and the Client. Without prejudice to the generality thereof, any mould, instrument or design which has not been used in more than three years shall be destroyed or otherwise eliminated at Quadpack's discretion without generating any liability towards the Client.

2.3 Additional services: The first 6 undecorated samples will be provided free of charge, subject to availability, for evaluation purposes. The first 30 undecorated samples will be provided free of charge for compatibility testing, once the quotation has been signed as approved, however the Client will need to pay the cost of transporting these.

Should further samples be required prior to order placement, decorated samples and additional samples required outside of normal provision, or samples required after the order is placed, will be charged based on the unit price plus courier cost.

Any additional services costs that are incurred prior to, and also after order confirmation, will be advised and a revised Purchase Order may be requested.

Any modifications made at the client's request will be charged in full. All origination costs will be charged in full in the event of order cancellation.

2.4 Ownership and Intellectual Property: Quadpack reserves the rights of ownership and industrial and intellectual property relating to samples, designs, drawings, plans and similar information (including those shared in electronic format). In no event the client will allow access to third parties. On the other hand, Quadpack will allow the access to the confidential information and documentation as long as there is written authorization by the Client.

2.5 Designs: Quotation presented by Quadpack will include the price of the designs, unless the client requests modifications in the products that require a new design. In this case, Quadpack will reserve the right to charge the design made. Special samples made for testing or for additional sampling will be billed as a separate article.

## **3. Quotations**

3.1 Quadpack's quotations shall be valid only if they are an official quotation document and within 30 days from the date of such a quotation, unless otherwise agreed in a different document. The Quotation is not a commitment to supply and this can only be given by order confirmation from Quadpack once a full technical specification is agreed and signed, the Pre-Production Samples (PPS) have been accepted and signed off and these together with the Client's official order.

## **4. Price and Payment Terms**

4.1 Unless specifically agreed otherwise, prices are for Delivery Duty Paid (DDP in full – ie. delivery to a named place of destination). The applicable VAT at the time of issuing the invoice will be added to such prices.

4.2 The price the Client shall pay is the one stated at the quotation, which shall be validated on the order confirmation and on Quadpack's invoice, errors and omissions excepted. The payment terms will be agreed for each specific order confirmation. Pricing is based on full pallet quantities; any partial pallets may incur additional charges.

Payment conditions for all moulds and tooling are 50% before manufacturing the mould and 50% on approval of samples. This applies for the Client ownership or where we have decided to jointly develop a new product.



4.3 The price shown at the quotation is for order quantities delivered in one lot. If the Client requests split shipments, additional costs will be applied to the price.

When, at the Client's request, the deliveries were made under different terms or to different addresses, Quadpack may adjust the price as a result of such variations. For Countries where Quadpack does not have a legal entity the prices in this quotation will then be DAP (Delivered at Place) (DAP supersedes DAF, Delivery at Frontier).

4.4 During the execution of the order until the moment of invoicing, Quadpack will have the right to adjust the price as a result of significant variations of at least +/- 3% suffered by exchange rates, transport costs, insurance, raw materials, labor or any other associated cost.

4.5 The payment shall be made strictly in accordance with the conditions stated on the order confirmation and Quadpack may suspend the delivery of products until the receipt of the full payment. In the case that the payment is not made by the agreed due date, Quadpack will be entitled to: a) Demand the immediate payment of the outstanding amount. b) To charge the Client an interest rate based on the reference rate applied in the country issuing the invoice plus 8% for the outstanding amount. c) To reject any new purchase orders or even to cancel any order in the manufacturing process, without assuming any liability whatsoever. d) To retain undelivered purchase orders. e) Charge for any additional storage costs in waiting for payment.

4.6 In the case Quadpack should recover the amount owed due to the above-mentioned circumstances; all the costs of recovering the debt shall be paid by the Client.

**5. Delivery/ stock contract**

5.1 The delivery date is the date on which the goods will arrive at the place stated on the order confirmation according to the INCOTERM therein.

5.2 Quadpack's standard INCOTERM is DDP via seafreight unless otherwise agreed in writing in the top section on the first page of the quotation. The price of this offer is based on our standard logistical conditions unless otherwise agreed in writing. Courier shipments will incur in additional costs paid by the Client.

5.3 In case of delayed delivery Quadpack's liability shall be dependent upon the reason of the delay and the applicable INCOTERM.

5.3.1 If the delivery date is not met due to force majeure reasons, labour conflicts or other reasons outside Quadpack's sphere of influence, the delivery date shall be reasonably extended. Quadpack shall inform The Client as soon as possible about the delay and the moment when such circumstances of the delay have ended.

5.3.2 If the shipping or the reception of the goods was delayed for reasons attributable to The Client, one month after the announcement of shipping availability, the Client shall be accountable for the stocking costs or other costs related to the delay.

5.3.3 For all other delays Quadpack's liability shall be defined according to the applicable INCOTERM.

5.4 Any loss, mistake or damage in the Goods or in its packaging shall be expressly written down on the delivery note.

5.5 The Client shall be responsible for inspecting all Goods and report any issue within 7 days from the reception of the Goods.

5.6 For practical reasons, some deliveries might be a partial shipment and in such cases the Client will be informed.

5.7 The tolerance level in the delivered quantities shall be as shown below:

| Per SKU | Minus (-) | Plus (+) |
|---------|-----------|----------|
| <5,000  | -10%      | +15%     |
| 5,000   | -8%       | +10%     |
| 10,000  | -5%       | +8%      |
| 20,000  | -5%       | +5%      |
| 30,000  | -5%       | +5%      |
| 40,000  | -5%       | +5%      |
| 50,000  | -3%       | +5%      |
| 100,000 | -3%       | +5%      |

5.8 Order quantities will be adjusted to match full box quantities to avoid the risk of damage during transit with partial boxes.

**6. Ownership and Risk**

6.1 The transfer of ownership of the products shall be produced once Quadpack has received the full payment of the price.

6.2 The transfer of risk shall be related to the terms and conditions of the applicable INCOTERM.

**7. Reserve of title and All Monies Clause**

7.1 Until the full payment amount is received, Quadpack reserves the title not only for those specific Goods, but also for any other Goods supplied by Quadpack to the Client and has repaid any other sums due to Quadpack.

7.2 Quadpack may insure the delivery item to be delivered against theft and robbery, breakage, fire, water and other damages on behalf of The Client, unless The Client proves to have taken out insurance of its own.

7.3 The Client shall not pledge the delivery item or transfer it as a security until they are fully paid. In the event of seizure, confiscation or similar actions by third parties, The Client shall inform Quadpack



as soon as possible, as well as informing the seizing parties about Quadpack reserve of title.

7.4 In the event of contract breaches by The Client, especially in the case of any default in payment, Quadpack shall be entitled to recover any delivery item after sending a warning, and The Client shall be bound to return all items in full or shall be entitled to recover the amount outstanding through external parties if required.

7.5 The filing of a bankruptcy procedure entitles Quadpack to terminate the contract and to demand the immediate return of the delivery item or to recover the amount outstanding through external parties if required.

7.6 The Client is entitled to sell the delivery item to third parties in the ordinary course of trade. However, The Client hereby transfers to Quadpack all the credit claims up to the amount of the invoice value of the goods. Quadpack undertakes not to collect the credit claims as long as The Client meets its payment obligations regarding Quadpack. Otherwise, Quadpack, after deciding an adequate deadline, shall be able to ask The Client to disclose the transferred credit claims and the corresponding debtors, as well as all the information need to collect the payment, to hand the corresponding documents and to inform the debtors about the transfer.

#### **8. Guarantee**

8.1 Quadpack's guarantee is limited to materials and workmanship; the Client is responsible for compatibility testing and for determining suitability of use

#### **9. Quality**

9.1 The supplied products shall be manufactured by taking into consideration sketches, technical drawings, specifications and samples approved by the Client and, of course, according to Quadpack's quality rules and protocols. In the event that different quality levels were needed, Quadpack and the Client shall agree them in writing before any orders are placed.

9.2 Any changes, variations, adjustments, modifications of the approved design, artwork, technical drawings, specifications or samples after the order is placed will be at the client's own cost, therefore, Quadpack will charge any additional costs to meet client's deadlines or expectations that may arise from such variations, modifications or adjustments of the products.

#### **9.3 Acceptable Quality Level (AQL)**

As MIL-STD-105E is based on random sampling, defectives are considered acceptable. The AQL is the maximum percent defective that, for purposes of sampling inspection, can be considered satisfactory as a process average. Different AQLs may be designated for different defects such as critical, major and minor defects. Different AQL's may be necessary for different products. The AQLs should be agreed upon between the client, Quadpack and the manufacturer before the start of production.

In any case, the Customer shall have 30 calendar days from receipt of the Products to inspect the Products delivered and notify any defects that may appear within the agreed period. After 30 calendar days from receipt of the Products, without having received any

notification otherwise, the delivery of the Products shall be deemed to be in conformity. Consequently, no further claims will be accepted.

By default, unless otherwise agreed with Quadpack in advance, Quadpack works to the following AQL.

- Critical: 0.65
- Major: 1.50
- Minor: 4.00

Note: A common misconception is that these figures are percentage defect rates, they are not.

#### **10. Returns/ Cancellations**

10.1 For all returns approved by Quadpack, the products must be available as agreed by Quadpack and the Client in time and place. The costs generated by the return shall be negotiated prior to the return.

10.2 The Client cannot cancel the purchase order if the production of the Products has started. All moulds and tooling costs will be charged in full to the Client in the event of order cancelled.

10.2.1 If the Client, out of its own interest or convenience, cancels the purchase order before the production has started, the Client will compensate Quadpack with the 20% of the purchase order plus any other cancellation costs that such cancellation has generated with a minimum amount of FIVE HUNDRED EUROS (500,00€) per order cancellation.

10.2.2 If the Client cancels the purchase order having started the production, the Client will compensate Quadpack for the full costs and the losses that such cancellation might have generated, including but not limited to costs of the Products, costs arising from the cancellation of the production, loss of revenues and goodwill, as the products manufactured cannot be sold to any third parties, because they have been manufactured according to the Client's technical specifications and completely meeting its needs.

#### **11. Warranty, Material services and labour force.**

11.1 Quadpack shall replace the product in the case it is flawed, after an analysis and the approval from Quadpack's technical team, and it will not be liable for the deterioration of the product if it has not been correctly stored or handled according to the good practice identified for this kind of product.

11.2 Quadpack's obligations shall depend on the Client making a good use of the product and will not go beyond what is described in the technical specifications sheet for achieving a particular level of results.

In all events, the Client shall be exclusively liable for carrying out the tests needed to obtain the product's desired compatibility and functionality with the matter or substance it shall contain, as well as to make sure it is adequate for the intended use and to fulfil the applicable regulations.

11.3 Unless specifically stated in these General terms and conditions of sale, Quadpack shall not grant or assume any warranty, express or implicit, regarding the condition, quality, durability, behaviour or merchantability of the Goods, being such warranties hereby specifically excluded.



11.4 Quadpack's warranty upon the Goods shall be exclusively limited to the functionality of the Goods set in the technical specifications. This warranty shall be in force for 6 months from the delivery of the Goods. Quadpack will not accept any claim after this period.

11.5 PRODUCT DISCLAIMER. Quadpack supplies the Products as is. It is the Client's responsibility to properly identify and determine the user, use and destination of the Products. Quadpack will not be responsible for the use by the user whether correct, incorrect or contrary to the indications or recommendations for use determined by the Client. The Client assumes the responsibility for the use of the Products waiving any actions against Quadpack in this regard.

## **12. Termination**

12.1 None of the parties shall be liable for breaches due to circumstances escaping their reasonable control (force majeure cases), including but not limited to: strikes, terrorist attacks, transport, supply or manufacturing issues, exchange rate fluctuations, government actions, legislative changes or natural disasters. In such or similar cases, any of the parties shall have a reasonable extension of the deadline to meet its obligations. However, should the circumstance last longer than 60 days, both parties have the right to terminate the contract with no compensation, after sending prior notice in writing.

## **13. Liability**

13.1 From the moment the product is delivered at the premises decided by the Client (either its own premises or subcontractor's) the Client shall be liable for the products received from Quadpack, the public administration and any third parties. Quadpack's liability is limited to the cost of replacement of the product supplied and not for any kind of consequential loss.

## **14. Personal data protection**

14.1 In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the personal data of the parties to this Contract will be processed by each of the Parties for the purpose of ensuring the proper performance of this Contract. Under no circumstances will personal data be subject to automated decisions, including profiling.

14.2 In compliance with the applicable regulations on data protection, the data will be kept for the duration of the Contract, as well as during the periods of limitation of legal actions for the attention of possible liability that may arise from the contractual relationship. The legal basis for the processing is the execution of the Contract.

14.3 Personal data shall only be processed by the Parties and those third parties to whom they are legally or contractually obliged to disclose them (i.e. e.g. service providers to whom they have entrusted part of the management or performance of the Contract).

14.4 Participants may exercise the right of access to their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request its deletion when, among

other reasons, the data is no longer necessary for the purposes for which it was collected. In certain circumstances, they may request the limitation of the processing of their data, in which case they will only be kept for the exercise or defence of claims, or oppose the processing of their data. Likewise, they may exercise their right to data portability by writing to the addresses indicated in the heading of this Contract, providing a photocopy of their ID card or corresponding identification document, indicating an exact address for the purposes of notifications and identifying the data in relation to which they are exercising the right in question. Finally, you may also contact the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)) for any claim arising from the processing of your personal data.

## **15. Confidentiality**

15.1 Both parties shall treat the information received from the other party and considered confidential in the same way they treat their own confidential information, and, by all means, with a minimum degree of reasonable care.

## **16. Applicable law**

16.1 Unless otherwise specified in writing, this agreement shall be governed and construed according to the laws of the place of incorporation of the seller (Quadpack). Therefore, in case of controversy the national law of the seller shall be applicable.

## **17. Place of fulfilment and jurisdiction**

17.1 Unless otherwise specified in writing, any dispute, controversy or claim arising out of or related to this contract shall be settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed according to the above-mentioned rules. The arbitration shall be made at the seller's domicile. Regardless, the seller shall be entitled to, alternatively, present its own claims against The Client at the courts of the seller's registered office.

## **18. Miscellaneous**

18.1. The Client can find all the information regarding Quadpack' policies, details and notices at: [www.quadpack.com](http://www.quadpack.com)