

These General Terms and Conditions of Purchase (hereinafter referred to as the General Terms) shall apply in cases where Aurika UAB (hereinafter–the Seller) and the Purchaser has not made any other written agreement of purchase and sale of goods, except for the special terms of this agreement and (or) an order (hereinafter referred to as the Special Terms). These General Terms define the duties and rights of the Seller and the Purchaser, the terms and conditions of purchase and payment for the purchased goods, the procedure of delivery, the liabilities of the parties and other additional terms and conditions.

Hereinafter the Seller and the Purchaser are individually referred to as the Party and collectively–Parties.

§ 1 GENERAL PROVISIONS

- 1.1. Pursuant to this Agreement, the Purchaser shall buy and the Seller shall sell the manufactured products (hereinafter referred to as **the Products**).
- 1.2. This Agreement is the agreement of long-term cooperation and shall serve as a basis for the Parties to conclude and to perform occasional agreements for purchase and sale of every batch of the Products based on the individual Special Terms and (or) the Orders.
- 1.3. After making the Special Terms and (or) the Order for purchase and sale of a particular batch of the Products within the defined procedure, the terms laid down in the document shall become an integral part of this Agreement.
- 1.4. Pursuant to this Agreement, the Purchaser gives a multiple consent to the Seller for public demonstration and exhibition (including the Seller’s website) of the samples of custom-made Products manufactured by the Seller (packages, labels, foil caps etc.), unless otherwise agreed upon by the Parties in the Special Terms.
- 1.5. The Parties declare that they have read the Agreement, understood its content and possible outcome of its conclusion, implementation, non-performance or inappropriate or delayed performance. The Parties represent that by signing the Order and (or) the Special Terms, they also sign this Agreement to witness that this document is in compliance with the wishes of every Party and the goals of the Agreement.

§ 2 ORDERING

- 2.1. The Purchaser shall place individual orders for every batch of the Products via W4I or EDI channel. Every order shall specify the range, quantity, colour of the Products and other relevant information (hereinafter–**the Order**). If a new design is needed for the Products whereof development shall be entrusted to the Seller of if the layout version satisfying the technical requirements of flexographic printing is not available, the Purchaser and the Seller shall individually agree on the price and the terms and conditions of development of the design / layout.
- 2.2. The Seller shall provide the Purchaser with the confirmed Order specifying the prices of the Products and (or) other terms and conditions of sale not later than within 3 (three) business days of the date of receipt of the Order. In exceptional circumstances, the Order confirmation may take longer period, however, the period for the Order confirmation shall by no means exceed 7 business days in aggregate.
- 2.3. The Order confirmed by the Seller and the Purchaser shall be the Agreement of purchase of particular Products.
- 2.4. A confirmed order shall not be subject to cancellation without a prior written approval of the Parties (including emails).
- 2.5. The Seller shall be entitled to reject the Order(s) without notice and (or) to suspend performance of the confirmed order(s), if the Purchaser delays payment to the Seller within the procedure defined in the Agreement for more than 3 (three) calendar days.
- 2.6. If subject to the intended use of the Product, any special regulations governing additional specifications, labelling or other requirements apply to the Product, before placing the Order, the Purchaser shall notify the Seller in writing about the applicable requirements, including, but not limited to the circumstances where the Product shall come into contact with food. If the Purchaser fails to provide any specific instructions and (or) information the Seller shall follow the product specifications, descriptions and technical

requirements developed and approved by the Seller.

- 2.7. Any requests, technical requirements provided for in the Purchaser’s order shall be implemented unless they are against or cause impediments to the Seller’s production processes. The Seller has no duty to inspect the Purchaser’s requests and (or) requirements and shall not be liable for compliance of the requests and (or) requirements with the applicable laws.

§ 3 PRICE, TERMS OF DELIVERY AND PAYMENT, THE PROCEDURE OF PRICE AMENDMENTS

- 3.1. The Price of the Products includes the expenses of production, packaging, labelling, preparation of quality documents, loading on a vehicle. The delivery expenses are not included, unless the Parties agreed otherwise in writing.
- 3.2. Payments subject to the General Terms and Conditions of Purchase and Sale shall be effected by transferring funds to the Seller’s bank account within the time limits specified in the Order, the Special Terms or the Seller’s invoice.
- 3.3. If there is an obvious mistake in the Order or the Special Terms, the Seller shall be entitled to specify the price in terms of an actual price that was effective on the moment of placing a particular Order.
- 3.4. The price of the Products is based on the existing economic conditions (prices of raw materials, power, transportation etc.). In a changing economic context, the Seller shall be free (any time) to amend the prices of manufacturing of labels and flexible packages by notifying the Purchaser about these changes. The prices shall be recalculated and / or given all additional information about validity of the price and production deadlines at the time on an Order-by-Order basis.
- 3.5. The Seller shall be entitled to solely amend the price of the Products should the minimum quantities specified in the Order changes and (or) the Purchaser gives any other additional instructions.

§ 4 HANDOVER AND ACCEPTANCE OF THE PRODUCTS

- 4.1. The Purchaser shall inspect the quality, quantity and range of the Products during handover procedures subject to the accompanying documents. The Purchaser shall report to the Seller any discrepancies in quantity, quality or the range of the Products not detected at handover as soon as possible after it becomes apparent, but not later than within 12 months as of the date of handover. The handover of the Products shall be documented on a handover certificate or any other accounting document.
- 4.2. Should a bill of lading or other document show no any Purchaser’s comments about the quantity and quantity of the Products and (or) no any other document is presented within 2 business days as of the date of handover, the Seller shall be considered to have delivered and the Purchaser shall be considered to have accepted the Products in adequate quality and quantity and that the Purchaser has no any claims against the Seller unless any defects that could not have been detected at handover become evident at any later point of time.
- 4.3. The claims in respect of the quality, quantity and range of the Products or in respect of any other defects must be supported by documentary evidences.
- 4.4. The Seller shall not be responsible for any defects in the Products that have been discussed with the Purchaser and the Purchaser has accepted the Products.
- 4.5. The Purchaser shall not be entitled to solely destroy or use in any other manner, or sell the

Products in respect of which a claim has been presented, otherwise the Purchaser’s claim shall be deemed to be unreasonable and the Purchaser shall assume the resulting liability. No claims shall be accepted in respect of the destroyed Products.

§ 5 QUALITY

- 5.1. The Seller guarantees that the Products offered for sale comply with the requirements defined in the Product Quality Certificate and EC standards, and that the Products have been manufactured and stored in line with sanitation, hygiene and food safety requirements, and subject to the quality requirements applicable in the company.
- 5.2. The Seller ensures that the Products have been labelled within the labelling rules valid in the Republic of Lithuania and (or) the requirements established in any other regulations.
- 5.3. The Seller shall not be responsible for the quality of the Products in case of inadequate loading, transportation, storage and warehousing of the Products after the Products have been loaded on the vehicle of the Purchaser’s carrier and have left the Seller’s warehousing facilities.
- 5.4. The Seller shall replace the defective Products within the shortest possible and technologically reasonable period or repay the price paid by the Purchaser. The Products of adequate quality shall not be subject to return or replacement. If the claim is reasonable and presented by the Purchaser within the time limits defined in article 4.1, the Seller shall replace the defective Products or, if possible, rectify the defects and non-compliances at own expense or issue a credit invoice to the Purchaser.
- 5.5. The Seller shall not be responsible for the quality of the Products if:
 - 5.5.1. The packages of the Products have been damaged by the Purchaser or the individuals to whom the Products have been handed over by the Seller at the warehousing facilities;
 - 5.5.2. The Purchaser or the individuals to whom the Seller has handed over the Products has violated the warehousing, storage, use, preparation for packaging and other regulations defined in the accompanying documents and (or) the Quality Certificate, and (or) the Product label, and (or) any other document delivered as a part of every Product batch;
 - 5.5.3. The Purchaser or the individuals to whom the Seller has handed over the Products has used the Products for the purposes other than this type of the Products is generally used for;
 - 5.5.4. there are visible damages of packaging or any other external defects that have not been discusses on delivery;
 - 5.5.5. The quality of the Products was aggravated by the acts of the Purchaser and other individuals;
 - 5.5.6. The claim in respect of any hidden defects in the Products is placed after the expiry of the time limits referred to in article 4.1.

§ 6 QUANTITATIVE DEVIATIONS

- 6.1. Some manufacturing-related variation in quantity (of the manufactured Products) are allowed up to the limits specified below, unless otherwise agreed upon by the Parties on an Order-by-Order basis.

Labels	
Total production volume in EUR exclusive of VAT	Over / under production %
up to EUR 300.00	20 %
up to EUR 1,000.00	10 %
Packaging	
Total production in EUR exclusive of VAT	Over / under production %
Up to EUR 1,000.00	20 %

Up to EUR 2,000.00	15 %
Up to Eur 3,500.00	10 %

§ 7 TITLE, COPYRIGHTS

- 7.1. The title to the Products shall be vested on the Purchaser since the moment of full settlement of accounts for a particular Order. The Products shall be deemed to be the property of the Seller irrespective of their location until the Purchaser has made full payment for them to the Seller.
- 7.2. The risk of accidental loss of or damages to the Products and the risk of a decline in the value of the Products shall be vested on the Purchaser as of the moment of handover.
- 7.3. The Purchaser shall be personally and directly liable for any fines and compensations to third parties in case of any damages resulting from the violations of the intellectual property rights or fair competition rules, if the use of the design or other advertising materials presented by the Purchaser (including, but not limited to the borrowed trademarks, brand names or the illegal use of copyrighted works) is in violation of any legislation, licencing or other agreements concluded with third parties.
- 7.4. The Product design files, drawings, printing plates, foiling and adjustment plates, plates, knives, foils, rollers and tools used for the manufacturing purposes in any form shall be the Seller's property. All the desired exceptions should be defined in the Special Terms or an Order.

§ 8 LIABILITY

- 8.1. If the Purchaser fails to make payments in a timely manner and if so requested by the Seller, the Purchaser undertakes to pay a contractual penalty at the rate of 0.05 % of the Order amount for every day of delay until full settlement of accounts. The Purchaser shall compensate full losses of the Seller incurred from the recovery of the debt due to the Purchaser's delay in payment not later than within 5 (five) calendar days as of the date or receipt of the claim.
- 8.2. The Seller shall be free to suspend handover of the Products, if the Purchaser fails to furnish the evidences o payment acceptable to the Seller before the scheduled day of handover. Moreover, if the Purchaser delays payment for the Products, the Seller shall be free to suspend the performance of a current order and shall be released from the duty to deliver the Products in time.
- 8.3. The amounts paid by the Purchaser shall be firstly used to cover the contractual penalty, secondly—the accrued interest in the order of payment deadline, thirdly—the expenses related to the recovery of debts, fourthly—the main amount of the liability in the order of payment deadline and lastly—all other due amounts.
- 8.4. The Parties agree that the Seller, at own discretion, shall determine against which Order the payments made by the Purchaser will be offset.
- 8.5. The Seller's liability shall be limited to the price of the Products sold under a particular Order. The Seller shall have no duty to compensate any indirect losses or additional expenses.
- 8.6. In case of any non-compliance claims, the Seller's liability shall be limited to repairs or replacement of the particular Products. The Seller shall not be liable for any further use, processing, alteration of the Products, or for the use of the Products in manufacturing any other products and (or) any damages to the products, except where it is shown that the Seller has violated the provisions of a particular Order and (or) the Seller's technical documentation.
- 8.7. The Seller shall not be liable for any damages to the products derived by the Purchaser or any third party from the Products or used in the process of manufacturing / packing, except where the damages can be attributed exclusively to the defects in the Products exceeding the permitted deviations. The Seller's liability shall not exceed the limits specified in article 8.5.
- 8.8. The Seller shall not be liable for the Purchasers acts that violate the provisions of agreements or

legislation and result in damages to third party. The Purchaser undertakes to compensate the Seller's losses resulting from the Purchaser's failure to comply with the contractual terms and conditions.

- 8.9. If the Purchaser, in breach of his duties, fails or refuses to take the ordered Products, the Seller shall be free to terminate the Agreement. If the Seller initiates termination of the Agreement in this case, the Purchaser shall compensate the Seller's losses incurred in this respect within 30 (thirty) calendar days.
- 8.10. If the Purchaser's solvency or creditworthiness raises doubts and the Purchaser, irrespective of the Seller's requests, refuses to pay for the Products immediately after their delivery or within a reasonable period prior to the delivery, or to produce a performance guarantee, the Seller shall be free to terminate the Agreement.
- 8.11. Any claims lodged after the expiry of the mentioned time limit or in violation of the provisions shall not be accepted and the Seller shall have no duty to satisfy them.
- 8.12. In case of an unreasonable claim, the Purchaser shall compensate the Seller's expenses related to the examination of the claim.
- 8.13. The flexographic printing plates designated for the Purchaser shall be stored by the Seller. The flexographic printing plates shall be stored: 18 months following the last Order. After the expiry of the storage period, the flexographic printing plates will be destroyed. The present agreement shall simultaneously by a multiple consent of the Purchaser for the destruction of the flexographic printing plates without any further notices. Upon the expiry of the 18 months period and if the Purchaser desired to order the Products, the new flexographic printing plates will be made and invoiced to the Purchaser.

§ 9 FORCE MAJEURE

- 9.1. The Parties shall be released of their contractual duties fully or partially if irrespective of their intentions fulfilment of obligations becomes impossible due to force majeure circumstances which could not have been foreseen or prevented.
- 9.2. The rise of force majeure circumstances and expected duration of such situation must be reported to the other Party by fax, email or telephone listed herein not later than within 3 (three) business days since the date when such circumstances became evident to the Party. In case of failure to notify about force majeure circumstances in time the Party is entitled to rely on force majeure circumstances as of the date of notification to the other Party.
- 9.3. During the period of existence of force majeure circumstances the deadline for the performance of the contractual duties may be extended or changed, upon mutual agreement between the Parties, until the closure of force majeure period.
- 9.4. If so requested by the other Party, the Party, who notified about force majeure circumstances shall submit a certificate or any other documents evidencing the rise and duration of force majeure circumstances issued by a competent institution of the location where force majeure situation exists.

§ 10 DISPUTES

- 10.1. Any disputes or claims arising out of the present Agreement or related to it or its breach, termination or voidability will be resolved by way of negotiations.
- 10.2. In case of failure to settle a dispute or disagreement, or to satisfy the claim within 30 (thirty) days from the beginning of the negotiation procedure, or, if either Party decides that amicable resolution of the dispute would not be appropriate, the disputes shall be resolved within the procedure defined in the laws of the Republic of Lithuania by the court local to the Seller's headquarters.
- 10.3. The Agreement is made within the framework of the legislation of the Republic of Lithuania, by applying the substantive laws, and the same legal framework, on a case-by-case basis, shall be followed in case of resolving any dispute or

disagreement arising out of or related to the present Agreement.

§ 11 MODIFICATION AND TERMINATION OF THE AGREEMENT

- 11.1. The present Agreement shall come into force on its signature day and remains valid for 12 (twelve) months. If neither Party reports its intention to terminate the Agreement 15 (fifteen) calendar days prior to its expiry, the Agreement will be extended for the period of the same duration. The number of extensions is not limited.
- 11.2. The Agreement shall be amended or supplemented against a written arrangement of the contractual Parties. All amendments or modifications hereto shall be valid from the moment of their signature.
- 11.3. The Agreement may be unilaterally terminated by either Party in an extra-judicial procedure, if the other Party is informed about it in writing not later than 2 (two) months prior to scheduled termination.
- 11.4. The termination of the Agreement shall not void the right to claim damages resulting from inability to fulfil the Agreement and to pay contractual penalties. The termination of the Agreement shall not have influence on the validity of the provisions of the Agreement dealing with the procedure of settlement of disputes or other provisions if, because of their essence, these provisions must survive the expiry of the Agreement.
- 11.5. If either contractual provision becomes fully or partially impracticable, such provision shall not influence validity of the remaining provisions, provided that this Agreement would have been likely made even without the provision which now is fully or partially impracticable. In this case, the Parties agree to enter into an additional arrangement as soon as possible with a view to replace an unenforceable provision by an enforceable provision whereof economic and legal effect is as much as possible close to the effect of the invalid provision.
- 11.6. The Seller informs the Buyer about the planned change of the terms of the Agreement 30 (thirty) calendar days in advance.

§ 12 MISCELLANEOUS

- 12.1. Every Party represents that:
 - 12.1.1. The Agreement is not in violation of the objectives of the Party, as a legal entity.
 - 12.1.2. The Party has clear knowledge about the facts related to making the present Agreement and (or) predetermining the conclusion of the present Agreement exactly under the conditions set forth in the present Agreement.
 - 12.1.3. The Parties have discussed and agreed on all the terms and conditions necessary to make it enforceable;
 - 12.1.4. The Parties have no any further requirements related to the finalisation of the Agreement.;
- 12.2. The notifications exchanged between the Parties shall be delivered by registered mail or fax to the addresses referred to in this Agreement or, to any other addresses, if the Parties notified each other in writing about any changes to their mailing addresses.
- 12.3. The General Terms of Purchase and Sale were endorsed by the General Director's order No.21.05 and shall come into effect as of 19-02-2021. The link to the General Terms and Conditions of Purchase and Sale shall be in every part of the Special Terms, in every Order and every invoice.