

Pouch Partners s.r.l. • Via Campo di Maggio 22 • 21020 Brunello (VA) • Italy
General Terms and Conditions of Sale

1. Scope of the General Terms and Conditions

1.1 These General Terms and Conditions of Sale of Pouch Partners S.R.L. (hereinafter "Pouch Partners") shall apply exclusively, unless otherwise agreed in writing, to all offers, purchase contracts, orders and deliveries of packaging materials or any other products (hereinafter the "Product(s)") which Pouch Partners provides to its customers.

1.2 In these General Terms and Conditions of Delivery and Payment, the respective business partner of Pouch Partners shall be referred to as "Customer", notwithstanding the nature of the respective contract and the respective status of the business relationship. Pouch Partners and the Customer shall be hereinafter also referred to as, individually, the "Party" and, collectively, the "Parties".

1.3 These General Terms and Conditions of Sale will be valid and effective as of 1. June 2022. They shall apply in equal measure to future business relationships between the Parties, even if they are not expressly agreed upon in each case.

1.4 Deviating, conflicting or supplementary general terms and conditions of business of the Customer shall not replace, amend or supplement these General Terms and Conditions of Delivery and Payment, even if they are not expressly rejected or contradicted.

1.5 These General Terms and Conditions of Sale shall be an integral part of the respective contract and order, it being understood that for the purpose hereof reference to the General Terms and Conditions of Sale shall include any contracts and/or orders between Pouch Partners and the Customer.

2. Contract Conclusion

2.1 Pouch Partners' offers shall always be deemed non-binding, unless otherwise agreed in writing between the Parties. The contract shall be concluded by issuance of an order confirmation by Pouch Partners to the Customer following a binding purchase order provided by the Customer.

2.2 Pouch Partners provides a guarantee on the Products only where this has been expressly agreed in the order confirmation.

3. Specifications

3.1 The written or graphic materials included in Pouch Partners' offer, such as pictures and drawings, as well as the details of weight, space, power requirements and efficiency are approximate; technical modifications, technical improvements or construction modifications shall be allowed where the Customer can reasonably be expected to accept the same.

3.2 All the graphic material, print cylinders and/or print forms prepared by Pouch Partners and finalised for the print phase, shall remain the property of the latter even if the Customer has contributed to part of the costs of realisation. Pouch Partners shall forego use of the said material for other customers.

3.3 Plans, sketches, outlines, print proofs, etc. property of the Customer shall be preserved free of charge at Pouch Partners' for the entire period necessary for their use.

3.4 The right of storage of the material indicated in Articles 3.2 and 3.3 shall end a year from the last even partial use of the same. Before disassembling a print system, Pouch Partners shall inform the Customer before the termination of the yearly deadline to check whether further orders are forthcoming.

4. Mode of Implementation

4.1 Unless otherwise agreed in writing, Pouch Partners shall have the faculty of choice in the use of packaging materials and work processes.

4.2 The Customer shall precisely lay down all the specific requisites of the Products.

4.3 The Customer's signature on the colour proofs, on the digital print proofs and/or on the final print proofs shall be valid as full approval of the proofs.

4.4 Pouch Partners shall be entitled to mark the Products by printing or at any rate adding his own trademark and/or his own reference codes to the same, unless the Customer has opposed his written dissent.

4.5 The printing of the barcode (i.e., EAN for food, Laeuts for pharma) shall at any time comply with the state of the art and the applicable technical regulations. Pouch Partners and the Customer shall agree upon the criteria of reading and approval of the barcode, providing all the instructions for the same accompanied by all the pertinent documentation.

5. Delivery and Transfer of Risk

5.1 Products shall be delivered EXW Brunello, Italy (Ex Works – Incoterms 2020), unless otherwise agreed in writing between the Parties. The risk shall pass to the Customer accordingly. If the delivery is delayed due to the conduct of the Customer or if the Customer is in default of acceptance or does not request the ordered Products, in spite of Pouch Partners' notice that the Products are ready for discharging, or in any other case where the delivery is delayed due to circumstances for which Pouch Partners may not be held responsible, all risks shall pass to the Customer at the time of notification of the readiness of the Products for discharging.

5.2 The Customer shall discharge the Products under the agreed terms. Should the Customer not discharge the same within the terms agreed upon, Pouch Partners shall have the faculty to bill the Customer for the Products. Pouch Partners shall also be entitled to place the Products in Pouch Partners' own or in an external storage, charging the Customer for any storage costs, according to Article 6.4 below, and for any additional costs, including without limitation transportation costs and all customs duties.

5.3 The Products shall be in any case considered delivered and accepted at the end of the agreed upon deadline for delivery, if they have not been discharged by the Customer.

5.4 The scope of delivery shall be specified in the order confirmation.

5.5 The transport packaging shall not be returnable.

5.6 The Customer shall be obliged to instruct only drivers / freight carriers who hold and carry the required papers and documents to pick-up the Products. Foreign drivers / freight carriers from third-party states shall be obliged to hold and carry a valid work permit. The vehicles of the drivers / freight carriers will only be loaded if the drivers / freight carriers provide an official certificate. Pouch Partners shall not be liable for any costs resulting of the Customer's non-compliance with the abovementioned requirements and consequently caused by not loading the Products. The same applies to any costs resulting from the Customer's failure to provide a suitable vehicle or load-securing equipment.

5.7 In relation to the production and supply of the Products, Pouch Partners may request Customer to provide general consultancy regarding regulatory matters and to issue related product documentation required by the authorities or third parties (e.g. vendors).

6. Delivery Period

6.1 Delivery periods not expressly designated as binding by the Parties shall be deemed non-binding. Delivery periods shall commence at the earliest upon receipt of all required written materials relating to the content and conditions of the order, insofar as the Customer is required to supply said written materials in accordance with the terms of the agreement, and upon receipt of the agreed payment or of a confirmed letter of credit. A delivery period shall be deemed to have been observed if the Products are made available for discharging within the specified period and the Customer has been notified thereof.

6.2 The delivery terms may be subordinated to some circumstances that may preclude, obstruct or at any rate delay the normal process of production and delivery of the Products. The above-mentioned circumstances shall be speedily communicated in writing by Pouch Partners to the Customer, motivating the cause of delay in delivery.

6.3 Pouch Partners shall be entitled to make partial deliveries and, in such case, to issue partial invoices to a reasonable extent prior to the expiration of the delivery period.

6.4 Without prejudice to Article 5.2 above, if delivery of the Products is delayed at the request of the Customer or due to circumstances which lie in the Customer's sphere of risk or responsibility, the Customer shall pay Pouch Partners the costs of the storage of the Products. In the case of storage at Pouch Partners' premises, such amount shall be equal to no less than 0.5% of the invoice amount for each week or part of a week of storage, commencing one (1) month following notification of the availability for discharging of the Products; the Customer shall have the right to prove that the amount of damages is lower. Pouch Partners shall be in any event entitled, after having set a reasonable period which has lapsed without result, to dispose over the Products.

7. Force Majeure and Hardship

7.1 In case of circumstances for which Pouch Partners is not responsible and which have a substantial influence on the production or delivery of the Products, including without limitation events of force majeure, interruption of operations at Pouch Partners' or its affiliates' premises or in the factories of Pouch Partners' suppliers, supply chain constraints, shortage of commodities, orders of authorities, riots, war or warlike activities, terrorist attacks, blockades, uprisings, confiscation, embargo, natural disasters, strikes, labour disputes, lock-outs, devaluation of the currency, standstill in supply or significant price increase in raw materials and similar (hereinafter "Force Majeure"), Pouch Partners shall be entitled to extend the delivery deadline, or reduce or cancel the confirmed order.

7.2 If the delivery period is extended due to the above-mentioned circumstances or if Pouch Partners reduces or cancels the order, the Customer will have no liability claims of any kind against Pouch Partners. Pouch Partners shall also not be liable for an event of Force Majeure arising during a period when it is in default of delivery. Pouch Partners shall notify the Customer of the occurrence of any of the above-mentioned circumstances.

7.3 The Parties agree that it is not their intention that the effect or conse-

quences of entering into an Agreement should be to cause hardship but, despite the Parties' best intent and as a result of changes in economic or market conditions, such hardship may be caused to either Party in complying with the terms of the Agreement at the negotiated prices. Hence, if at any time during this Agreement either Party is of the view that there has been a substantial change in business, monetary, technical or commercial conditions as a result of which that Party suffers material hardship in complying with the Agreement, that Party may notify the other in writing that it is unable to fulfil its contractual obligations and wishes to meet and review the conditions of the Agreement in the light of the changed business conditions. A substantial change arises e.g. if input costs for certain materials or production costs increase by more than twenty percent (20%). The Parties shall meet to discuss in good faith appropriate means, if any, to alleviate or mitigate the effects of such hardship in a manner equitable to both Parties. If, within thirty (30) days after giving of such notice, the Parties are unable to agree upon modification to the Agreement, either Party may immediately suspend any orders and deliveries and terminate the order and/or the Agreement with one-month written notice.

8. Prices

8.1 Pouch Partners shall have the right to amend at its sole discretion the sale prices, with one (1) month prior notice, whenever such changes are justified, e.g. increasing commodity prices and/or input costs.

8.2 All prices shall be deemed EXW Brunello, Italy (Incoterms 2020), unless otherwise agreed upon in writing by the Parties. All prices, unless otherwise specified, are quoted in Euro net, not including any applicable taxes, duties, or fees.

8.3 If the Products subject to a deposit are sold, then the prices are understood as not including any deposit and excluding any applicable VAT. Neither discounts nor any sort of conditions (rebate, bonuses) shall be granted on deposit amounts.

8.4 The information relevant for the taxation such as, e.g. the information on the delivery recipient, place of delivery or other service in accordance with the applicable VAT regulation, are to be disclosed completely, accurately and transparently by the Customer. The Customer shall be obligated to notify Pouch Partners promptly in writing of all modifications of the tax-relevant data (letter, fax, e-mail) at the latest with the delivery of the order. In case taxes or interests arise or must be borne by Pouch Partners due to the Customer's failure to provide tax relevant data in full and in time, the Customer shall indemnify and hold harmless Pouch Partners from and against any claim from the competent authorities and/or third parties.

9. Payment and Default

9.1 Unless otherwise agreed in writing, invoices shall be paid by the Customer immediately within thirty (30) days of the date of invoice at the latest. Payments shall be made by the Customer to Pouch Partners in cash without any deduction as specified on the invoice. The place of payment shall be at all times the domicile of Pouch Partners, whatever means of payment has been agreed upon. Cheques, bills and other securities may be accepted subject to applicable Italian laws.

9.2 In the event of delay in payment, the Customer shall pay to Pouch Partners the interest on arrears to the maximum extent laid down by Legislative Decree no. 231 of 2002 and subsequent updates and modifications.

9.3 In case of instalment payments, Pouch Partners shall be entitled to call due the entire remaining purchase price if the Customer is in default of two or more instalment payments in sequence and the outstanding amount is more than ten percent (10%) of the purchase price.

9.4 An offsetting or the exercise of a retention right shall only be permitted, if the Customer's counterclaim has been recognised by Pouch Partners in writing or has been declared to be final and conclusive by the competent court.

9.5 Should more than one contract have been concluded between Pouch Partners and the Customer and a controversy arise regarding the Products of one or more particular sales, the Customer shall not be entitled to suspend the payment of the other non-contested deliveries.

9.6 If the Customer does not fulfil the obligation to pay the price in respect of one or more deliveries, Pouch Partners shall be entitled to suspend the delivery underway and refuse to fulfil any other deliveries, without prejudice to Pouch Partners' right to compensation for damages.

9.7 In case of deterioration of the credit-worthiness of the Customer, Pouch Partners shall be entitled to shorten the payment terms, to demand prepayments or to withdraw from the contract. In the event of delay in payment, all other payment obligations immediately become due, even if the authorized period for the other payment obligation has not yet expired. In such case Pouch Partners shall also be entitled to demand immediate payment for issued bills of exchange by returning them.

10. Packaging and Transport

10.1 The conditions and the type of packaging of the Products shall be agreed upon between Pouch Partners and the Customer at the act of definition of the order.

10.2 Pouch Partners shall use transport or third-party packaging in compliance with the applicable European and Italian laws concerning packaging and packaging waste.

10.3 Any special packaging shall be at the Customer's expense.

10.4 Transport conditions and costs shall be established between the Parties and shall be billed according to relevant agreements.

11. Tolerances of Quantity

11.1 During the production of an order the following scale of tolerances shall apply to each single subject ordered:

- For quantities over 40.000 $\pm 10\%$
- For quantities from 20.000 to 39.999 sqm $\pm 15\%$
- For quantities from 10.000 to 19.999 sqm $\pm 20\%$
- For quantities from 5.000 to 9.999 sqm $\pm 30\%$
- For quantities lower than 5000 sqm $\pm 50\%$

11.2 For orders in measure units other than square metres, the quantities ordered shall be turned into square metres and the above tolerances shall apply.

12. Claims for Defects

12.1 The delivered Products shall be carefully inspected and examined by the Customer immediately upon delivery to the Customer's premises or any other place of destination agreed by the Parties.

12.2 In the event of any visible external defects in the delivered Products, if any, ("Obvious Defects") and/or inconsistency to the applicable regulations, the Customer shall inform Pouch Partners in writing specifying the deficiency claims within five (5) business days following the receipt of the contractual Products at the Customer's premises or any other place of destination upon penalty of forfeiture. The Customer shall verify that Pouch Partners has received and acknowledged the content of the complaint. Defects that are not discovered after an intensive investigation performed within the above-mentioned period of time ("Latent Defects") shall be notified and specified in writing to Pouch Partners immediately, but no later than two (2) business days following the discovery of such Latent Defects. Samples supporting the complaint and traceability reference have to be transmitted to Pouch Partners along with a detailed report on mode of transport, storage and deposit of the Products. In case of failure to observe the applicable notice period, any claims shall be forfeited. Both, Obvious Defects, inconsistency to the regulation and Latent Defects, are hereinafter collectively referred to as "Defects".

12.3 Subject to the condition that the Customer meets the applicable notice period for Defects pursuant to Article 12.2, the Customer shall have the following rights only:

- a) to require Pouch Partners the reconditioning of the defective Products; or
- b) to require Pouch Partners to replace the defective Products with Products without Defects (replacement delivery); or
- c) to require Pouch Partners to reduce the price by way of compensation for the decrease in the Products' value (reduction of price).

12.4 The period of limitation for claims for Defects or claims for compensation shall expire twelve (12) months following the delivery of the Products in accordance with Article 5.1.

12.5 From the date of any complaint up to the closure of the dispute, the Products contested by the Customer shall be kept in standard storage conditions, in their original wrapping, and be available to Pouch Partners for due inspection by the same. The contested Products shall not be returned to Pouch Partners without the authorisation of the same.

12.6 If the replacement delivery has not been performed or if the period set by the Customer for the replacement delivery has expired without success or is waived according to the applicable statutory provisions, the Customer shall be entitled to terminate the contract or to reduce the price. However, without prejudice to Article 12.10, the Customer shall not be entitled to terminate the contract in case of any insignificant Defects. No compensation or reimbursement of the expenses incurred by the Customer shall be due or payable to the Customer other than pursuant to Article 13 below.

12.7 Pouch Partners reserves the right to make a replacement delivery and/or grant a price reduction subject to the Customer paying the invoice in due time.

12.8 In consideration of the price agreed upon, the Customer waives any further right to reimbursement or claims, in case of ascertained responsibility of Pouch Partners.

12.9 Should Pouch Partners authorise the Customer to destroy the contested Products, the Customer shall transmit to Pouch Partners the required documentary evidence of the destruction and/or disposal of the same Products.

12.10 No claims may be asserted by the Customer in the event of customary and/or minor deviations of the Products from the agreed upon specifications or minor impairment of the usability of the Products (e.g. colour, size, quality). Pouch Partners does not give any warranty of quality for any characteristics of samples, unless an express written assurance to this effect has been provided by Pouch Partners.

12.11 Customer's claims for damages shall be excluded in any of the following circumstances: (i) Defects, including chemical or physical alterations, of the Products which occur after the passing of risk due to incorrect handling, storage, shipping or non-compliance with instructions, precarious conditions of preservation and maintenance of the Products or in any case of lack of a normal professional diligence; (ii) if the storage life of the relevant Product has expired at the time when a complaint is lodged, it being understood that the foregoing shall apply even if the date of expiry of the Product falls within the period of limitation for claims with respect to Defects; (iii) if the Products have been processed, modified and/or treated; (iv) Defects which occur due to Force Majeure, or due to the use of the Prod-

ucts outside their intended normal purpose.

12.12 In the event of defective storage and/or transportation of the Products ordered attributable to the Customer, that cause alterations that make the Products even partially unsuited to its destined use, Pouch Partners shall be exonerated from any responsibility.

12.13 In the case of Defects of Products or parts thereof that have not been manufactured by Pouch Partners or any of its affiliates, Pouch Partners and any of its affiliates may be released from their liability by assigning Pouch Partners' and/or its affiliate's own warranty claims against the supplier to the Customer.

13. Limitation of Liability

13.1 Pouch Partners shall not be liable for any direct damages caused to the Customer or to any third party under these General Terms and Conditions of Sale and/or under a contract signed by the Parties (if any), unless such damages have been caused by gross negligence or wilful misconduct by Pouch Partners.

13.2 To the extent permitted by Italian law, Pouch Partners shall not be liable for any indirect or consequential damages, such as but not limited to lost revenues, lost profits, lost savings, indirect recall costs following or other indirect, incidental, or consequential damages.

13.3 The liability restrictions stipulated in this Article 13 shall not apply to the extent that Pouch Partners has remained silent, in bad faith, about the Defects of the Products.

13.4 Notwithstanding anything to the contrary provided herein, in the respective contracts and/or orders, should Pouch Partners be held liable for payment of any amount for any reason to the Customer in relation to or in connection with these General Terms and Conditions of Delivery and Payment, Pouch Partners' liability shall not exceed a sum equal to half of the amount paid by the Customer to Pouch Partners for any reason over the last twelve (12) months in connection with these General Terms and Conditions of Delivery and Payment.

14. Product Recall

14.1 If one party regards a recall of a Product delivered by Pouch Partners to the Customer as necessary due to a quality issue, public health risk or damage to Pouch Partners trademarks or reputation, the Parties will confer in good faith how to proceed.

14.2 Without prejudices to Article 13 above, if, following a product recall, the Customer proves that the quality issue or public health risk was due to Pouch Partners gross negligence or wilful misconduct, Pouch Partners shall bear all direct costs related to the Product recall, provided that Pouch Partners agreed to the product recall, Customer is obliged to bear such costs under applicable law, and the costs will be covered and reimbursed by the applicable insurances of Pouch Partners. In all other cases, the Customer bears all costs related to the Product recall and shall indemnify and hold harmless Pouch Partners in connection with the same.

15. Audits

Audits on the part of the Customer or its representatives may only be conducted at the usual operating times (MON-FRI: 9 AM to 5 PM) and upon Pouch Partners' prior written approval; such approval to be given at least ten (10) business days prior to such audit. The security conditions at Pouch Partners' premises require the registration of the visitors at the gate before entry, which may lead to a waiting period. The Customer shall sign a confidentiality agreement in order to be granted access to the necessary facilities and inspection of the relevant/necessary documents. Taking photographs shall not be permitted.

16. Retention of Title

16.1 Title to the Products delivered to the Customer shall remain with Pouch Partners and not pass to the Customer until full payment of the purchase price, including all secondary claims or payment of existing balances has been received by Pouch Partners. Until such time, the provisions of this Article 15 shall apply.

16.2 The Customer shall not dispose of the Products outside the ordinary course of business, including pledging or use of the Products as collateral. The Customer shall inform Pouch Partners immediately of any imminent seizures or of the execution of a seizure or of any other impairment of Pouch Partners' rights by third parties.

16.3 If the delivered Products, whether processed or unprocessed, mixed or unmixed, combined or not combined, are sold to third parties by the Customer, then the Customer herewith assigns to Pouch Partners, as a security, the resulting claims to the maximum amount of Pouch Partners' claims. The Customer reserves the right to collect the above-mentioned claims on Pouch Partners' account. However, Pouch Partners shall have the right to demand disclosure of the debtor and to demand direct payment to Pouch Partners.

16.4 In the event of a default by the Customer in respect of any payment obligation to Pouch Partners or any breach of his duties deriving from the agreed retention of title, the entire amount of the Customer's remaining debt shall become immediately due and payable to Pouch Partners. In this case, Pouch Partners reserves the right to request the return of the Products and to collect them at the Customer's premises. The Customer hereby declares his consent that the persons instructed by Pouch Partners enter the Customer's premises in order to collect the Products. Return of the Products to Pouch Partners shall not be considered a termination of the contract, whereas seizure of the Products by Pouch Partners shall be considered a termination of the contract.

16.5 The Customer shall at all times provide all the necessary information and documents in order for Pouch Partners to preserve and enforce its rights on

the Products including in case of resale of the Products to third parties.

17. Assignment

17.1 The Customer shall not assign, sub-contract or transfer all or any part of its rights, obligations, claims and/or receivables under these General Terms and Conditions of Sale or sub-contract or delegate all or part of its performance under these General Terms and Conditions of Sale to third parties, without Pouch Partners' prior express written consent. Any such assignment, sub-contracting, transfer or delegation which is made without such prior express written consent shall be deemed to be invalid and shall constitute a breach of these General Terms and Conditions of Delivery and Payment.

17.2 Pouch Partners shall be entitled to assign, transfer, charge, sub-contract and delegate all or any part of its rights, obligations, claims and/or receivables under these General Terms and Conditions of Sale and sub-contract or delegate all or part of its performance under these General Terms and Conditions of Sale to third parties. Upon notification of such assignment of rights, obligations, claims and/or receivables, Pouch Partners shall forfeit and be released from the same, as applicable.

18. Industrial and Intellectual Property Rights

18.1 All industrial and intellectual property rights such as patents, utility models, industrial designs, trademarks or other distinctive signs, trade secrets as well as copyrights covering the Products or any part thereof, as well as any related documents, drafts, offers, order confirmations, drawings, manuals, calculations, quotations or any other material provided by Pouch Partners to the Customer (whether in hard copy or electronic form) shall remain the exclusive property of Pouch Partners. Any trade secrets, confidential or proprietary information contained therein (including information not generally known to the public, such as, without limitation, technical, development, marketing, sales, operating, performance cost, know-how, business and process information or computer programming techniques) shall be kept secret and confidential and the Customer shall not be allowed to disclose such trade secrets, confidential or proprietary information to any third party without the prior written consent of Pouch Partners.

18.2 The Customer shall be at all times the sole responsible, and shall indemnify and hold harmless Pouch Partners, in the event of claims by third parties as to the violation of rights of industrial and/or intellectual property of the Product manufactured by Pouch Partners on the basis of the order and the instructions of the Customer and/or material and/or tests made available to Pouch Partners by the Customer and/or by third parties acting on behalf of the same.

19. Data Protection

19.1 Each Party shall comply with the applicable data protection laws and regulations and shall implement any appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect the personal data received from the other Party from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, unlawful processing and/or processing inconsistent with the original purpose of the collection.

19.2 Each Party shall process the personal data received from the other Party exclusively in connection with the execution and the performance of these General Terms and Conditions of Delivery and Payment, the contracts and/or the purchase orders and/or the fulfilment of any applicable statutory provisions.

19.3 The Customer acknowledges that the personal data that Pouch Partners receives from the Customer may be stored inside or outside Italy. The personal data may be disclosed to Pouch Partners' affiliates for the purposes of fulfilling the contract between the Parties and/or for internal administrative and accounting purposes in connection therewith.

20. Confidentiality

20.1 Each Party will during the term of this Agreement and thereafter keep secret and confidential all information and know-how (including the Know-How; together, the "Confidential Information") disclosed to it by the other party or otherwise belonging to the other party (and will procure that its agents and/or employees are similarly bound) and will not disclose the same to any person, or use it, save to the extent necessary to manufacture, use and sell the Trademark Beverages in accordance with the terms of this Agreement and save as expressly authorised in writing to be disclosed by the other Party. Confidential Information is, and shall remain, the exclusive property of the disclosing party.

20.2 The Parties shall, at all times during the term of these General Terms and Conditions of Sale and for a period of five (5) years after termination, (except Confidential Information that constitutes trade secrets, which shall remain confidential for as long as such information remains a trade secret), for whatever reason, keep all Confidential Information secret and not disclose any said confidential information to any other person, nor use any said Confidential Information for any purpose other than the performance of their obligations under these General Terms and Conditions of Delivery and Payment. In any case, the Customer shall, upon Pouch Partners' demand, promptly return to Pouch Partners any confidential information and shall not retain any copy thereof.

20.3 Customer shall not, except as necessary for the distribution of the Products, analyse, disassemble, image, determine the composition, or otherwise seek to imitate the Products and/or the characteristic drinking

pouches, including the underlying compound, ingredients and manufacturing techniques. Any such information shall be treated as Confidential Information of Pouch Partners.

21. Corporate Responsibility / Code of Conduct

21.1 Customer acknowledges that Pouch Partners is committed to the highest standards of integrity, sustainability and ethics, as described in the Capri-Sun Business Code of Conduct available on the homepage <https://www.capri-sun.com> (which applies to Pouch Partners since affiliated to the Capri Sun group). The Customer acknowledges the Capri-Sun Business Code of Conduct and agrees to adhere to it.

22. Termination

22.1 Pouch Partners may terminate the contract, or terminate the provisions of any part of the contract, by written notice to the Customer with immediate effect if the Customer is in default of any obligation under these General Terms of Sale and

- a) the Customer has not remedied the default to the satisfaction of Pouch Partners within fifteen (15) days, or such other period as may be specified by Pouch Partners, after issuance of a written notice specifying the default and requesting it to be remedied; or
- b) the default is not capable of remedy.

22.2 Without prejudice to any other remedy provided under these General Terms of Sale, Pouch Partners shall have the right to terminate, totally or partially, the contract with immediate effect, in case of significant contract breach (including any breach of any of the Customer's obligations regarding Payment).

23. Place of Performance, Legal Jurisdiction and Applicable Law

23.1 The place of fulfilment of all duties under these General Terms and Conditions of Sale – also for the purposes of deliveries and payments – shall be Brunello, Italy. All disputes arising out of, relating to or in connection with these General Terms and Conditions of Delivery and Payment, including any contracts with and orders made to Pouch Partners, shall be subject to the exclusive jurisdiction of the Court of Varese, Italy. Notwithstanding the foregoing, Pouch Partners shall have the right to bring proceedings before the court where the Customer has its domicile.

23.2 These General Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of Italy, without regard to its conflict of laws principles. The Private International Law Statute (PILS) and the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

24. Severability

24.1 If any term, condition, stipulation, provision, covenant or undertaking in these General Terms and Conditions of Sale or of any legal transaction between Pouch Partners and the Customer is or becomes, or is found by any court or administrative body of competent jurisdiction to be, illegal, void, invalid, prohibited or unenforceable, then the remaining terms, conditions, stipulations, provisions, covenants or undertakings of these General Terms and Conditions of Sale or of any legal transaction between Pouch Partners and the Customer shall remain in full force and effect. In such a case, the contracting Parties shall negotiate in good faith in order to make a new, valid agreement without delay, achieving as closely as possible the commercial effect of the provisions so found to be illegal, void, invalid, prohibited or unenforceable. The same procedure shall apply in case of any loopholes in these General Terms and Conditions of Delivery and Payment.

24.2 Customer is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Customer is engaged. Customer will ensure such insurance coverage throughout the Agreement.

25. Termination

25.3 Pouch Partners may terminate the contract, or terminate the provisions of any part of the contract, by written notice to the Customer with immediate effect if the Customer is in default of any obligation under these General Terms and Conditions of Sale and

- a) the Customer has not remedied the default to the satisfaction of Pouch Partners within fifteen (15) days, or such other period as may be specified by Pouch Partners, after issuance of a written notice specifying the default and requesting it to be remedied; or
- b) the default is not capable of remedy.

25.4 Without prejudice to Articles 1453 et seq. of the Italian Civil Code and without prejudice to any other remedy provided under these General Terms and Conditions of Delivery and Payment, Pouch Partners shall have the right to terminate, totally or partially, the contract pursuant to Article 1456 of the Italian Civil Code, with immediate effect, in the cases specifically provided under these General Terms and Conditions of Sale and in the following cases:

- a) breach of any of the Customer's obligations set forth in Article 9 (Payment and Default);
- b) breach of any of the Customer's obligations set forth in Articles 15.2 and 15.4 (Retention of Title);
- c) total or partial assignment, sub-contracting or transfer to third parties of the rights, obligations, claims and/or receivables of the Customer or sub-contracting or delegation of all or part of its performance under these General Terms and Conditions of Delivery and Payment, without Pouch Partners' prior express written consent;

d) breach of any of the Customer's obligations set forth in Articles 17.1 and 17.2 (Industrial and Intellectual Property Rights).

26. Remedies

All remedies available to Pouch Partners under these General Terms and Conditions of Sale are cumulative and are not exclusive of any rights and remedies provided by law or otherwise, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

27. Validity of these General Terms and Conditions of Sale

The present General Terms and Conditions of Sale shall be valid without Pouch Partners express signature. For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the undersigned Customer, expressly and specifically approves the present General Terms and Conditions of Sale. Any disagreements with these General Terms and Conditions of Sale shall be communicated to Pouch Partners in writing within five (5) business days after conclusion of the respective agreement or order.

Name:

Title: