

UAB RETAL Baltic Films GENERAL TERMS AND CONDITIONS OF SALE.
Version 1/2022. Effective as from 1st June 2022

1. The following constitutes part of an offer or a counteroffer by UAB RETAL Baltic Films ("Seller") to sell APET and other films ("Goods") to any buyer ("Buyer"). The placement of an order or acceptance of the Goods supplied by Seller and/or invoice payment for Goods by Buyer shall constitute Buyer's consent to purchase Goods under terms and conditions set out herein and in Seller's order confirmation which jointly with Buyer's purchase order constitute a contract of sale of Goods ("Contract"). Any additional or conflicting terms offered by Buyer are rejected unless agreed in a single document Contract.

2. Unless otherwise confirmed by Seller, Goods shall be delivered on FCA Seller's facility Incoterms 2020 basis, in lots with full truck/container load, partial shipment permitted, and subject to credit limits if any established at Seller's sole discretion.

3. The unloading of Goods and release of the transportation vehicle at the Buyer's site shall be done within four (4) hours from arrival. Charges beyond the free time shall be borne by Buyer unless directly attributable to Seller's fault.

4. Seller warrants that at the moment of supply Goods will comply with the specification/technical data sheet issued by the manufacturer of Goods or specifications agreed between the Parties in writing, and be free and clear of any encumbrances, restrictions, and any other third party rights hindering the use of Goods. Deviations from weight, dimension, appearance, quality and other parameters are subject to permissible deviations indicated at specifications. These warranties are in lieu of and exclude all other representations and warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

5. The volume of Goods supplied in one delivery shall be subject to permitted deviation of: up to 2000 kg ± 200kg, 2000 – 5000 kg ± 250kg, 5000 – 10000 kg ± 300kg, 10000 – 15000 kg ± 350kg, 15000 – 23000 kg ± 400kg. Claims within this range will be deemed unjustified. A sample taken by the manufacturer of Goods while issuing the certificate of analysis prior to shipment shall be deemed the reference sample of the quality of Goods.

6. Seller shall not be liable for any defect or non-conformity of the Goods and/or Buyer's damage if and when: (i) Goods were damaged by a reason other than Seller's fault (including, without limitation, improper transportation, handling, storage or use); (ii) Goods were modified or processed to a condition when their analysis or the identification of defects using standard methods are not feasible; (iii) Buyer failed to make appropriate inspection for obvious defects of Goods before using or processing them.

7. Buyer shall be entitled to submit warranty claims related to defects and/or nonconformity of the Goods subject to the following rules: deficiencies concerning the quantity of the Goods and visible quality defects must be indicated within transport documents (CMRs, Bill of lading, delivery notes, etc.) at the time of delivery and the corresponding claims should be provided to Seller within 5 (five) days from the day of receipt of Goods by its consignee; claims concerning hidden quality defects of Goods must be delivered to Seller within 12 (twelve) months from the date of delivery of the respective lot of Goods; Buyer shall ensure separate storage of defective and/or non-conforming Goods and/or packaging until instruction of Seller; for the purposes of assessment of Buyer's claim the Buyer at Seller's request shall provide the Seller with immediate access to Buyer's production and/or storage facilities for inspection of the claimed Goods, or shall immediately provide Seller with samples of the Goods and necessary information. Buyer's failure to deliver its claims on time or the acceptance and/or use of the Goods without appropriate inspection and/or the disposal of defective or nonconforming Goods without Seller's consent shall constitute an unconditional acceptance of such Goods "as is" and a waiver of all respective warranty claims by Buyer.

8. Seller's liability for damages incurred by Buyer in the result of breach of Contract by Seller or a tortious act or omission (including negligence), breach of statutory duty, or misrepresentation or misstatement, of the Seller in connection with Contract shall be limited to direct, foreseeable, typically occurring damage but in no event shall exceed an amount equal to the price paid and payable under Contract for Goods to which the respective claim relates. In no event shall Seller be liable to Buyer for loss of profit (even if such qualify as direct damages), incidental, indirect, consequential (including direct consequential loss or damage), loss of business or goodwill, costs arising from Buyers' product recall), special, punitive or exemplary damages, whether or not based on breach of contract, breach of warranty, tort (including negligence), product liability, strict liability or any other ground or legal theory arising under or in connection with Contract and/or supply of Goods.

9. The price of Goods and all charges are net and based on FCA Seller's facility Incoterms 2020 unless agreed otherwise.

10. Invoices shall be sent by email and the payment thereof shall be deemed made upon Seller's bank account is credited with the due amount.

11. Title to Goods will not pass from Seller to Buyer until Buyer has paid for Goods. To the extent permitted by law, the All Monies Retention of Title clause shall apply where title to Goods shall remain with Seller until such time as the purchase price and all other sums owed by Buyer to Seller are paid in full. Buyer

is allowed to use Goods for making further products, provided Seller shall be a joint owner of such products in a proportion corresponding to the share of the value of Goods in the cost of production of the products made by Buyer. Buyer is allowed to sell unpaid Goods or goods made of processed Goods to third parties, provided Seller shall be deemed the owner of all actual and future proceeds from them to the extent of the amounts owed by Buyer. Receivables for Goods and/or the result of their mixing with other products or processing sold by Buyer to third parties shall be deemed assigned by Buyer to and accepted by Seller by way of security upon their accrual to the extent of the outstanding liability of Buyer to Seller, and Buyer is hereby temporary authorized for collecting such receivables on Seller's behalf.

12. If a reduced tax rate, exemption, reverse charge or other special mechanism or regime applies to the taxation of the sale of Goods, Buyer shall indemnify Seller for all costs and expenses, including without limitation the amount of tax, interest, and penalties resulting from Buyer's failure to provide sufficient documentary evidence of eligibility of the relevant transaction to the reduced tax rate, exemption or other special regime.

13. Without prejudice to the rights provided for in the governing law, Seller is entitled, at its sole discretion, to suspend pending deliveries until receipt of an advance payment or satisfactory security of payment or to declare Contract void, repossess any unpaid Goods or to claim for immediate payment of all amounts outstanding, due and overdue, in the case of occurrence of any of the following: i) any amount payable by Buyer remains overdue for thirty (30) days; ii) an event that, in Seller's reasonable opinion, may have an adverse effect on the Buyer's ability to pay for Goods like the initiation of a compulsory arrangement with creditors, bankruptcy, insolvency, liquidation, the reduction of a credit limit by the credit insurer, etc.; iii) any information received from Buyer about its business and/or financial standing appears to be false, incomplete or inaccurate; or iv) a change of control over Buyer occurs that was not coordinated with Seller in advance.

14. Neither Seller nor Buyer shall be held liable to each other for failure or delay in fulfilling or performing their obligations except for the obligation to pay money to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party (a force majeure event) including but not limited to fire, floods, epidemics, pandemics, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes (excluding strikes of own employees), lockouts, acts of God or acts of governmental authorities, accidents, mechanical breakdown of the manufacturer's equipment.

15. Subject to statutory regulations, all information made available by counterparties to each other shall be used for the purposes of performance and/or enforcement of Contract only and shall be kept confidential for the duration of Contract and five (5) years thereafter except for information relating to formulas, ingredients, trade secrets or manufacturing and process know-how that shall never be disclosed. For the aforesaid purposes and subject to non-disclosure commitment by recipients, counterparties are hereby authorized to disclose confidential information to their respective affiliates and contractors remaining jointly and severally liable with such recipients to the disclosing party for damages resulting from unauthorized disclosure of such information.

16. Contract shall be governed by, and interpreted in accordance with, the laws of Seller's country of incorporation. The application of the United Nations Convention on Contracts for the International Sales of Goods (Vienna, 1980) is excluded.

17. Any dispute or claim shall be resolved by the competent court in the country of registration of Seller. Notwithstanding the aforesaid, each of Seller or Buyer is entitled to lodge a claim with the competent state court in the country of registration of the respondent or, before applying to the state court, apply to the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber for the resolution of the claim or dispute under the Rules of Arbitration (Vienna Rules) of VIAC by one arbitrator appointed in accordance with the said Rules where the proceedings shall be held in Vienna, Austria, and the language of arbitration shall be English.

18. If any of the provisions hereof and/or Contract are, or become, invalid, illegal or unenforceable under the governing law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

19. The English language version of this text shall be controlling in all respects and shall prevail in case of any inconsistencies with versions in other languages.