



## Linpac Packaging, version of October 2013 – General Conditions of Sale

### 1. GENERAL PROVISIONS

These general conditions of sale cancel and supersede all previous versions. In accordance with Article L441-6 of the French Commercial Code, they constitute the basis for commercial negotiation and prevail over our Client's general conditions of purchase.

Our sales are governed exclusively by the provisions of French law that are in force when the contract is concluded with our Client, and by these general conditions of sale, which are an integral part thereof.

### 2. CONTRACTUAL DOCUMENTS

Our price lists, catalogues and other advertising or promotional documents do not constitute an offer. We reserve the right to withdraw a product from our pricing and advertising documents without notice, and to modify the characteristics thereof for reasons linked to technical developments or the modification of our production conditions.

### 3. ORDERS

Orders only become valid once they have been accepted in writing and must contain all the information necessary for them to be fulfilled correctly. They entail full acceptance of our general conditions of sale and pricing conditions, notwithstanding the Client's conditions of purchase, unless the Client states express reservations when placing its order, to which we agree in writing.

### 4. PRICES

Our price lists are provided for information only. All our prices are invoiced on the basis of the price lists that are in force on the date of delivery.

In accordance with the provisions of Article L442-6 of the French Consumer Code, no rebates, reductions or discounts will be granted.

### 5. PAYMENT

Failure to pay an invoice when due shall automatically lead to all invoices falling due immediately, all outstanding debts becoming payable and deliveries being suspended.

In accordance with Article 441-6 of the French Commercial Code: penalties on late payment at the rate of five (5) times the interest rate provided for by law shall be owed in the event of failure to make payment on the day after the due date stipulated on the invoice, without any reminder being necessary, as well as, where applicable, liquidated damages equal to 15% of the outstanding amounts. No discounts shall be applicable for early payment.

The amount of the flat-rate indemnity provided for in section twelve of Article L441-6 of the French Commercial Code is set at forty euros.

The payment currency is stated in the order and on the invoice and may not be modified by the client under any circumstances.

Linpac may assign its receivable and the receivable's ancillary fees, in any form whatsoever, without the debtor being able to prevent this. The client may not assign its debt without the seller's express agreement.

### 6. MANUFACTURE

The slight differences in shade and finishing that are sometimes inevitable in our manufacturing process cannot be used as grounds to refuse goods or claim a reduction of the price. For the habitual tolerances at the time of dispatch, please refer to the technical data sheets.

The seller reserves the right to make changes to product specifications in order to comply with safety requirements or any other legal obligation or changes that do not substantively affect product quality or product performance. Moreover, in the event that the Seller has to outsource a production process, the Seller shall ensure that, either, the sub-contractor has been independently certified for the same hygiene and quality standards as the Seller, or, that an audit and control process ensures that the sub-contractor meets quality and hygiene standards that are equivalent to those of the Seller.

### 7. DELIVERIES

Delivery times are given for guidance only and any delays can on no account warrant a cancellation of the order or a claim for damages. We reserve the possibility of making partial deliveries.

Except in the event of free on board sales, the carriage, insurance and handling operations shall always be at the expense, risk and jeopardy of the Client. It is the Client's responsibility to verify the goods upon receipt and, as necessary, to pursue the requisite remedies against the carrier, in accordance with Article 105 of the French Commercial Code, within a timeframe of 48 hours. No returns of goods will be accepted without our prior agreement.

### 8. RETENTION OF TITLE

Pursuant to the Law of 12/05/1980, we retain title to all goods that are delivered until the price thereof (principal and interest) has been paid in full. In the event of failure to make payment when due, Linpac may recover the goods, the sale shall be rescinded as of right if Linpac so wishes and we may obtain the return of the goods sold through a standard interlocutory injunction handed down by the President of the Commercial Court.

### 9. WARRANTIES

Our liability can only be triggered or called into question due to major defects or faults that affect our goods. It is the responsibility of the Client to provide proof that these defects are attributable to us. Our liability is however expressly limited to those types of harm alone that directly result from major defects or faults that are observed, excluding, in particular, all indirect, commercial or other harm that the Client could suffer as a result thereof, under the conditions stipulated below.

If the event of major defects or faults that are acknowledged by Linpac and on the express condition of having been informed thereof by the Client within a maximum timeframe of 2 (two) days as from the delivery date, we shall be obliged to replace the defective goods at our expense, excluding all other obligations, in particular direct or indirect damages.

Mulching film: no claims can be processed unless they are reported within a maximum timeframe of 6 (six) weeks after the film has been applied.

### 10. FORCE MAJEURE

The occurrence of a case of force majeure shall result in the performance of Linpac's contractual obligations being suspended. A case of force majeure is defined as any event beyond our control that prevents, for example, the normal functioning of the manufacturing process or the dispatch of the products (e.g. strike, war or requisition).

### 11. BRIBERY ACT 2010

The place of performance for both parties is the respective seat of our supplier. Exclusive place of jurisdiction is the competent court in Montabaur. We are also entitled to sue the buyer at his general place of jurisdiction.

### 12. CHOICE OF FORUM

The sale contract is governed by French law. All disputes that arise from the construction of the contractual documents or the performance of a contract, absent an amicable agreement, shall be resolved by the Lorient Commercial Court, 56100, France, regardless of the payment methods accepted, even in the event of third party notice or multiple defendants.

These products are sold in accordance with the terms and conditions defined by Linpac. All the details can be found at [www.linpac.com](http://www.linpac.com)

Linpack Packaging, Featherstone, Nr Pontefract, WF7 5DE West Yorkshire, United Kingdom, Dated: March 2019