

GENERAL TERMS AND CONDITIONS OF SALE for RETAIL BRANDING AND INFORMATION SOLUTIONS
Amended and updated from time to time including the Seller code of conduct available at www.averydennison.com

1. Applicability

- 1.1. Avery Dennison (the "Seller") sells or offers for sale its products ("Products") to its customer (the "Buyer") on the following terms and conditions ("Terms and Conditions"). Seller reserves the right to amend and update the Terms and Conditions from time to time without notice. Seller shall include any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the entity specified. For the purposes of this definition, control will mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity.
- 1.2. These Terms and Conditions are intended as a complete statement of the terms regarding the sale of the Products and shall prevail over any prior or collateral agreement or understanding between the parties relating to the subject matter hereof as well as the use by Buyer of any purchase order, acknowledgement or other form which is used solely for the convenience of Buyer.

2. Orders

- 2.1. An order placed with Seller is an order incorporating these Terms and Conditions exclusively unless expressly agreed to by Seller in writing.
- 2.2. An order shall be in writing, with a reference number and signed by Buyer. Seller may accept any order or to refuse any order in whole or in part.
- 2.3. Buyer's request of Seller keeping certain stock of Products shall be deemed as an order placed.
- 2.4. Orders cannot be cancelled except upon terms which will fully compensate Seller against any and all losses or expenses as a consequence of such cancellation including for any raw materials.
- 2.5. Delivery of Products does not constitute acceptance of an order.
- 2.6. Seller reserves the right to charge for preliminary work carried out at Buyer's request before any offer or order is made, including the work carried out for the purpose of supplying artwork samples or experimental copies.
- 2.7. Buyer shall review all proofs for spelling, typographical and all other errors. Once a proof is accepted by Buyer, Buyer shall be responsible for any orders prepared in connection with such proof. Seller reserves the right to correct any inadvertent errors made in specifications and prices quoted at any time.
- 2.8. Buyer shall be responsible for all special or unique materials purchased by Seller in connection with an order by Buyer regardless of whether Seller manufactures Product using such materials.

3. Delivery

- 3.1. Delivery is subject to the Incoterms of the International Chamber of Commerce which are in force on the shipping date. Seller will deliver the Products Inco-terms FCA Seller's designated site unless otherwise agreed in writing.
- 3.2. All delivery dates quoted are estimates only unless otherwise agreed in writing. Seller will use reasonable endeavors to deliver the Products by the agreed date but time of delivery shall not be the essence of contract nor shall Seller be liable for damages, whether indirect, incidental, special or consequential for loss of profit or use or howsoever, for failure to deliver or any delay in delivery arising from any cause whatsoever beyond the control of Seller. Buyer shall not be

relieved of any obligation to accept or pay for the Products by reason of any delay in delivery or dispatch.

- 3.3. Seller reserves the right to delivery by installment and each installment shall be deemed to be sold under a separate contract. Failure of Seller to deliver an installment shall not entitle Buyer to rescind or repudiate the balance of any contract.
- 3.4. The Products shall be at Buyer's risk from the time of delivery to Buyer. Until Buyer has fully fulfilled payment obligations, the Products remain the property of Seller regardless of where they are stored.
- 3.5. Buyer shall inspect the Products and in respect to any obvious physical damage or defect of the Products shall be reported to Seller within forty eight (48) hours or shall constitute acceptance.
- 3.6. Buyer acknowledges the difficulty of manufacturing an exact quantity. Unless agreed otherwise in writing, Seller may deliver Products within ten percent (10%) margin for printed Products and ten percent (10%) margin for woven Products above or below the quantity ordered; provided, however, that quantity variations may exceed ten percent (10) percent for Products manufactured to the Buyer's specifications and Buyer shall be invoiced for such additional quantity.
- 3.7. Products sold by Seller are returnable only in accordance with the Terms and Conditions hereof and shall require Seller's written authorization and instructions.

4. Quotation

- 4.1. Seller's quotation is not an offer to sell, but it is an invitation to submit an order and no contractual relationship arises therefrom until an order has been accepted by Seller.
- 4.2. Unless previously withdrawn, any quotation is valid for thirty (30) days or such other period as is stated therein. Seller explicitly reserves the right to withdraw or amend a quotation at any time.

5. Price

- 5.1. Unless otherwise agreed in writing, Seller's price excludes all applicable taxes, duties, transportation charges and insurance fee. Seller reserves the right to change prices without notice.
- 5.2. Orders calling for future delivery shall be billed at prices in effect on the shipping date. Unless stated otherwise herein, different products on an order may not be combined to obtain quantity pricing.

6. Payment

- 6.1. Unless otherwise agreed in writing payment shall be made within thirty (30) days from invoice date.
- 6.2. Payments shall be considered in arrears if not made within the terms agreed and shall be subject to a charge of 1.5% per month on the unpaid balance. The imposition of such charge shall not infer any consent, acquiescence or other agreement, expressed or implied, on the part of Seller to forbear or otherwise defer collection of such payments.
- 6.3. Payments in arrears shall make all subsequent invoices immediately due and payable, and Seller may withhold subsequent deliveries until the account is settled, or cancel the order immediately without prejudice to all rights of Seller to recover any monies due and owed to Seller.
- 6.4. Buyer shall indemnify Seller for any costs and expenses including collection fees and legal fees (including reasonable attorney fees) for which Seller may become liable or incur in the collection of overdue payment.
- 6.5. Any claims of whatsoever nature by Buyer against Seller in respect of the Products shall not entitle Buyer to withhold payment for any part of the Products from Seller, nor shall Buyer be entitled to set off any such claim against any claim by Seller for the payment, nor shall Buyer be entitled to claim

a stay of execution on any judgment for the price in reliance upon such claim.

- 6.6. Seller reserves the right to set-off any amount payable to Buyer.

7. Intellectual Property

- 7.1. Buyer shall grant Seller all necessary rights, and licenses, royalty free, to use Buyer's intellectual property as it pertains to the Products free of charge for Seller's performance of the obligations hereunder.
- 7.2. Where Products are manufactured, sold or delivered under the license granted by Buyer, or in accordance with Buyer's descriptions or specifications, Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the infringement of any intellectual property or other rights of third parties.
- 7.3. Seller shall have the right to imprint its name and any applicable copyright, trademark, or patent information upon the Products, except that Buyer may, prior to the manufacture of special order goods, request that the imprint only be deleted.

8. Warranty

- 8.1. Seller does not guarantee color fastness, non-shrinkage or stonewash resistance levels or consistency of color of paper or substrates or ink or matching of typography for Products imaged or rendered by Seller. Buyer shall not reject the Products or claim against Seller for variations in dimensions, quantity, format, hardness, quality, satin finish and/or color, which are beyond the reasonable control of Seller.
- 8.2. Colors of Products shall match to samples or sketches provided by Buyer as accurately as possible, but no guarantee given for an exact match. lithographic Products will be matched to standardized or established (e.g. Pantone®) colors and produced within normal commercial print colorants for color match.
- 8.3. All statements, technical information, recommendations, drawings and other particulars concerning Products or samples provided by Seller, descriptions and illustrations contained in catalogues, price lists and other advertisements of Seller are approximate only or based upon tests believed to be reliable, and shall not constitute any representation, guarantee or warranty.
- 8.4. It is the sole responsibility of Buyer to determine whether the Products are suitable for the purposes of Buyer. Warranty of fitness for a particular purpose is excluded as Products are provided on the basis that Buyer has independently determined the suitability of the Products for its purpose.
- 8.5. Seller warrants the Products to be free from defects in material and workmanship, Should any failure to conform to this warranty appear within thirty (30) days of delivery, upon notification thereof within seven (7) days of such appearance and substantiation that the Products have been stored and applied in accordance with Seller's standards, Seller shall within a reasonable period correct the defects by replacement without charge at Seller's plant or at the location of the Products at Seller's election, or issue a credit in an amount not to exceed the price of the Products if Seller in its sole discretion determines that replacement is not commercially practical. The warranty given will not be binding on Seller if Buyer does not inform Seller in writing of the damage promptly or in any event within seven (7) days of the damage occurring.
- 8.6. In no event shall Seller be liable for any special, punitive, incidental or consequential damages including, but not limited to loss of profit, loss of sales, loss of opportunity, loss of use or capital or loss of production or any other damages of any kind resulting from or in any way related to breach of warranty even if Seller has been advised of the possibility of such damages.
- 8.7. The remedies of Buyer set forth herein are exclusive, and the total liability of Seller arising out of any contract or from the manufacture, sale, delivery, resale, installation or use of any

Products shall not exceed the purchase price of the Products upon which liability is based.

- 8.8. Buyer acknowledges that Seller has not made any representations to Buyer other than those which are specifically referred to or contained herein.
- 8.9. Notwithstanding the above, all warranties given by Seller are subject to Applicable Laws. Any other warranty of merchantability, fitness for a particular purpose or other warranty of quality or otherwise, whether express or implied by law is hereby excluded to the extent permitted by Applicable Laws.

9. Force Majeure

- 9.1. Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, terrorist attacks, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements or interventions, acts of God or public enemy, prior orders from others or limitations on Seller's or its supplier's products or marketing activities or any other cause or contingency beyond Seller's control.

10. Confidentiality

- 10.1. Buyer shall not disclose to any third party any and all information regarding the design of the Products, any drawings, specifications, test results, Product samples, quotations, prices, marketing materials and other terms of sale ("Confidential Information") received from Seller in connection with these Terms and Conditions, and shall use the Confidential Information exclusively in fulfilling its obligations and commitments towards Seller, except as and to the extent required by law or with written approval of Seller. Confidential Information shall not include information which is or becomes publicly available through no fault of Buyer or which Buyer can show was already in Buyer's possession prior to receipt from Seller.

11. Assignment

- 11.1. Any assignment, order or of any rights hereunder in any manner, in whole or in part, without the prior written consent of Seller shall be void. Seller may assign any or all of these Conditions or Agreement to any affiliate of Seller or to an entity acquiring substantially all of the assets of the business related hereto.

12. Waiver

- 12.1. No waiver, alteration or modification of these Terms and Conditions shall be valid unless made in writing by Seller.
- 12.2. No failure to exercise or delay in exercising on the part of Seller any right or remedy hereinafter shall operate as a waiver thereof.
- 12.3. No waiver by Seller with respect to any breach or default or any right or remedy or any variation of these Terms and Conditions shall be deemed to constitute a continuing waiver of any other breach or default or any other right or remedy or any other variation of the foregoing Terms and Conditions.

13. Third Party Beneficiaries

- 13.1. These Terms and Conditions are made for the sole benefit of the parties thereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy.

14. Severability

- 14.1. These Terms and Conditions are severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

15. Compliance with laws

- 15.1. Buyer shall not export or re-export any of Seller's and/or its affiliates' technical data or Products to any country, party or entity to which export or re-export is forbidden by the European Union and/or the United States of America.
- 15.2. Buyer represents and warrants that it shall comply with all applicable laws and regulations including but not limited to relevant European Union and U.S.A. Laws and Regulations on export, the UK Anti-Bribery Act, the Foreign Corrupt Practices Act of the United States of America and the OECD Convention on Combating Bribery of Foreign Public Officials.

16. Jurisdiction and Applicable Law

- 16.1. The validity, interpretation and performance for the sale of Products by Seller to Buyer shall be governed by and constructed in accordance with the laws of the jurisdiction to which the Seller is subject ("Applicable Laws") and the parties hereby submit any unresolved disputes to the courts of same the jurisdiction. The provisions of the United Nations Convention on Contracts for the International Sale of Products shall not apply.

17. Default

- 17.1. In the event that Buyer is unlikely to be able to discharge its obligations here under, or upon breach by Buyer of all or any of the Terms and Conditions contained herein, Seller shall be entitled to consider the order as cancelled, without prejudice to the right of Seller to recover damages for breach of contract or otherwise, and without incurring any liability whatsoever for any loss or damage thereby occasioned, and Buyer shall forthwith pay to Seller all sums due without rebate or allowance.

18. Audit

- 18.1. Buyer shall maintain in accordance with generally accepted accounting principles the complete and accurate records relating to Buyer's compliance and performance under these Terms and Conditions, for at least twelve (12) months after the sale of Products. Seller shall have the right at any time during normal business hours, upon three (3) days' prior notice, to examine and audit such records, and make copies of such records as it deems necessary.

19. Recalls

- 19.1. If Seller shall be required or requested by any governmental authority or shall voluntarily decide to recall any Products because such Products may violate any laws or for any other reason, Buyer shall cooperate fully with Seller in connection with any recall, including but not limited to cessation of its own distribution. No press releases, interviews or statements shall be made without the prior written approval of Seller.
- 19.2. If the recall is due to Buyer's specifications, or negligent acts or omissions in handling, storing or packaging the Product or Buyer's failure to comply with Applicable Laws, then Buyer shall be obliged to take over and perform the recall of the Products and all costs and expenses of the recall shall be borne by Buyer and Buyer shall indemnify and hold harmless Seller against all claims and demands in respect of the recall.

Buyer: _____

Signature: _____

Date: _____

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