

LINDENMEYR INTERNATIONAL LTD.

TERMS AND CONDITIONS OF PURCHASE (Print)

These Terms and Conditions of Purchase ("Terms") apply to and govern all purchase orders for print and print related services ("Order") placed by Lindenmeyr International Ltd. ("LI") to the supplier identified on each Order ("Supplier") (each a "party"). All Orders are expressly subject to these Terms and ACCEPTANCE OF AN ORDER BY SUPPLIER IS EXPRESSLY MADE CONDITIONAL ON ITS ASSENT TO THE TERMS AND CONDITIONS STATED HEREIN. LI objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other document which add to, vary from, or conflict with the Terms. Any such proposed terms shall be void. These Terms, as supplemented by the agreed prices, specifications and delivery dates, shall constitute the entire agreement between LI and Supplier with respect to the subject of purchases by LI from Supplier.

Acceptance: All products ("Goods" or "Deliverables") and related work-in-progress will be subject to inspection and testing by LI and/or LI's customer (the "Customer") at any reasonable time and from time to time. Payment by LI for products shall not constitute acceptance. Inspection by LI or the Customer before, during, or after manufacture and delivery will not constitute a waiver of the right of subsequent rejection of products by reason of any undiscovered or latent defect.

Cancellation: LI shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet, in the case of Goods, been manufactured, and in the case of Services, been performed for, LI. In relation to any Order cancelled or part-cancelled, on receipt of validly issued and properly documented evidence, LI shall pay for: the part of the price which relates to the Goods which at the time of cancellation have been manufactured (in whole or in part); and the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund. To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation.

Termination: In addition to any remedy provided at law or equity, LI shall have the right to terminate or cancel any obligation to purchase, sell or provide a product or service, in the event Supplier (a) fails to comply with any condition of the Order or any related Agreement, and a cure or remedy acceptable to LI is not identified by Supplier and approved by LI within 3 business days of written notice thereof to Supplier and such failure is not cured or remedied accordingly; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

Price: An Order must not be filled at a higher price than shown on the Order and in the form of currency specified on the Order.

Changes in Specifications. LI may request changes in the specifications and scheduling of the Deliverables. If such changes result in a change in pricing or schedule, Supplier will notify LI of any such change as soon as practicable and Supplier will obtain LI's approval before executing the change(s) to the Deliverables. If there is no change in pricing or schedule, Supplier will execute the change(s) to the Deliverables as soon as practicable.

Terms of Payment: Unless otherwise specifically set forth, LI shall pay invoices within thirty (30) days from the date of the invoice. LI or any of its affiliates shall have the right to offset amounts owed by LI or any of its affiliates to Supplier against any amounts owed by Supplier to LI or any of its affiliates. Any applicable taxes, levies or duties including but not limited to VAT (Value Added Taxes Act 1194) or similar sale or fiscal tax shall be charged by the Supplier and paid by LI or Customer (as the case may be) at the applicable rate at the time the invoice was issued. LI will not be liable for any taxes of any nature based on the income of Supplier.

Title and Risk of Loss: Risk in the Goods shall pass to LI on the later of: (i) delivery of the Goods to LI as set out in the Order; or (ii) the acceptance of the Goods by either LI, the Customer or any third-party nominated by either the Customer or LI in writing to Supplier. The Supplier shall unload the Goods in accordance with the direction of the Customer, LI or any third-party nominated by either the Customer or LI and at the Supplier's risk.

Unless otherwise specified in the Order, title to the Goods shall pass to LI on the sooner of: (i) payment by LI for the Goods or (ii) delivery of the goods to LI as set forth in the Order.

The passing of title shall not prejudice any other of LI rights and remedies, including its right to reject.

Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in LI or any specifications or materials of LI, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.

The Supplier warrants and represents that it: (i) has at the time the Contract is made full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to LI or the Customer; and (ii) shall hold such title and right to enable it to ensure that LI shall acquire a valid, unqualified title to the Goods set out in the Order and shall enjoy quiet possession of them.

Confidentiality: All specifications, documents, artwork, or drawings delivered to Supplier by LI, and any other non-public information LI or Customer discloses to Supplier, remains the property of LI or Customer. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith, including pricing, shall be disclosed to others nor used for any purpose other than in connection with the Order. LI reserves the right to request that Supplier return all such information to LI or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

Non-circumvent: Supplier will not transact business directly with Customer for the services hereunder.

Consumption: Over-consumption and underconsumption of paper shall be reported to LI by Supplier. If paper is supplied by LI, ownership of any unconsumed portion of paper remains with LI. Supplier is responsible for excess consumption.

Warranties: Supplier warrants to LI and Customer that: (1) it will convey to LI good and marketable title to the products, free and clear of all liens and encumbrances; (2) the products and services will be free from any defects (latent or otherwise), will be of good and merchantable quality, will conform to LI specifications or the sample approved by LI, will conform with written representations or specifications previously made by Supplier, and as otherwise required to meet LI's or Customer's needs; and if goods, be of satisfactory quality within the meaning of any applicable law, and if Services, be supplied with reasonable care and skill within the meaning of any applicable law; (3) Supplier's employees are fully licensed, certified and bonded by Supplier as customary or required by law or industry practice; (4) Supplier warrants that it understands LI's and the Customer's business and needs; (5) Supplier will not violate or infringe or contribute to any infringement of any intellectual property rights, and (5) the products and services comply with and have been produced, delivered and sold in conformity with all applicable laws, regulations and best industry practice and Supplier has obtained all applicable licenses and permits. Supplier assigns to LI and Customer all warranties of third parties relating to the products and services. These warranties will survive inspection, delivery and payment and will run in favor of LI and Customer. If the products or services do not conform to the above warranties, LI may, at its option, in addition to its other remedies, retain such products or services at an adjusted price, return the products to Supplier for replacement, require reperformance of services, credit or refund. Supplier will reimburse LI for all costs and expenses incurred by LI or Customer in connection with the defective or otherwise nonconforming products and services (including return delivery of the products), and Supplier will assume all risk of loss or damage in transit to products returned by LI. LI's rights under these Terms are in addition to, and do not exclude or modify, the rights and conditions contained in any applicable law.

Regulatory Compliance. Supplier will comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to LI. LI and its agents will have the right to audit all aspects of the goods and services provided by Supplier including, but not limited to, legal and regulatory compliance related to any operation where FSC, SFI or PEFC certified materials are manufactured, used, modified, labeled, re-labeled, packaged or re-packaged.

Indemnity. Supplier will, at Supplier's sole cost and expense, release, defend, indemnify and hold LI, Customer, their affiliates, directors, officers, agents, employees, and shareholders harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of Supplier, its subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder, (b) a claim that the products or services Supplier provides are defective, (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party, or (d) any claim in connection to negligent or unauthorized use or release of any LI or Customer personally identifiable information or other obligation under the GDPR or any other statute or regulatory regime regulating personally identifiable information. If any intellectual property rights claim is made or

is reasonably likely to be made against LI or the Customer, the Supplier shall promptly and at its own expense either: (i) procure for LI and/or the Customer the right to continue using and possessing the relevant intellectual property rights; or (ii) modify or replace the infringing part of the deliverable so as to avoid the infringement or alleged infringement, provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by LI and/or Customer in respect of the affected intellectual property rights.

IN NO EVENT WILL LI BE LIABLE TO SUPPLIER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF LI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Insurance: The Supplier shall have in place contracts of insurance with reputable insurers insuring the Services and any of LI's or the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value and insuring against all other risks that a prudent Supplier should consider reasonable. On request, the Supplier shall supply evidence of the maintenance of the insurance and all of its terms from time to time applicable. No provision under this section shall be construed or deemed to limit Supplier's obligations to pay damages or other costs and expenses.

Force Majeure. Neither party will be liable for any delay or failure to perform hereunder if such delay or failure to perform arises out of a Force Majeure Event. "Force Majeure" is an event or circumstance that is beyond the reasonable control of a party and which renders performance hereunder partially or entirely impracticable or unreasonable (including as a result of increased expense). Force Majeure events include but are not limited to: fire, explosion, flood, tornado, hurricane or storm; plague, epidemic, pandemic, widespread infectious disease or public health emergency, acts of God, civil disturbance, war (declared or not), riots, sabotage, terrorism; restraints or injunctions issued by a court or other governmental entity, government acts or regulations; trade actions, imposition of duties, tariffs, quotas, anti-dumping actions; actions taken for reasons of national security, shortage or interruption of transportation, complete or partial manufacturer shutdown, general labor disturbance such as but not limited to strikes, lockouts or labor disputes or any other circumstance beyond a party's reasonable control whether or not foreseeable or abatable or subject to mitigation, in each case whether affecting LI, Customer, Supplier or any logistics or other service provider in connection with the Services. Supplier's economic hardship or changes in market conditions, or circumstances arising from Supplier's use of an unapproved subcontractor are not considered Force Majeure events. Prompt notice of a Force Majeure Event shall be provided by the affected party to the other party.

Production Schedules. Supplier will produce the Deliverables in accordance with mutually agreed upon schedules, subject to the timely receipt of production inputs and other materials from LI, Customer, and other third parties. Changes to existing schedules must be agreed upon by LI.

Data Protection. Supplier will comply with the GDPR; General Data Protection Regulation, Regulation (EU) 2016/679; the Data Protection Act 2018; the data protection or data privacy laws of any applicable jurisdiction; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Assignment. These Terms bind and benefit the parties and their respective successors and permitted assigns and LI's Customer is an express third party beneficiary of the provisions hereof. Except as provided below, Supplier may not assign any rights or delegate any responsibilities under this Agreement or use any subcontractor without the prior written consent of LI which shall not be unreasonably delayed or withheld and any attempt to do so in violation of this Section is void.

Miscellaneous: No provision hereof or of any Acknowledgment may be modified, amended or rescinded unless by a written instrument executed by LI and Supplier. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of these Terms or to take advantage of any of its rights, shall not operate as a continuing waiver of such rights. Transactions under these Terms and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. Any legal action or proceeding concerning the validity, interpretation and enforcement of these Terms, any purchase of products by LI, or matters arising out of or related to these Terms shall be brought exclusively in the courts of England and Wales.