

LINDENMEYR INTERNATIONAL LTD.

TERMS AND CONDITIONS OF SALE (Print)

These Terms and Conditions of Sale ("Terms") apply to and govern all sales of print and print related services ("Goods" or "Deliverables") by Lindenmeyr International Ltd. ("LI") to its customers (each a "Customer") unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions that specifically provide that they are to supersede these Terms. All such orders by Customer ("Orders") are expressly subject to these Terms and ACCEPTANCE OF CUSTOMER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS STATED HEREIN. LI objects to any terms proposed in Customer's proposal, purchase order, 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 contained in an Order, shall constitute the entire agreement between LI and Customer with respect to the subject of purchases from LI by Customer. No quotation or agreement is binding upon LI unless confirmed by LI's written acknowledgement (an "Acknowledgment") which states the only obligations to which LI is bound. Unless Customer objects promptly upon its receipt, such Acknowledgment, together with these Terms, shall constitute the entire agreement between LI and Customer and there are no understandings, agreements or representations, express or implied, not specified herein or therein.

Specifications and Production Schedule: All work to be performed hereunder shall be in accordance with accepted Orders upon the agreed specifications and completed in accordance with a production schedule agreed to by LI and Customer. If Customer desires to make changes in the specifications or in the production schedule, LI will cooperate in effecting such changes within a reasonable period of time, provided such changes do not have a materially adverse effect on operations. If any such change results in an increase or decrease in the efficiency of performing the work, the prices for the work shall be adjusted to fairly reflect such increase or decrease. In addition, should such change result in the inability of LI to use in the production of Customer's goods any materials in inventory, on hand at LI's selected printer or ordered for Customer, Customer will pay LI reasonable charges associated with such materials and their disposition. Time is not of the essence in relation to the performance of the Services or delivery of the Goods. LI shall use its best endeavours to meet estimated dates for delivery and performance. LI shall not be liable for any delay in or failure of performance caused by the Customer's failure to make the Location available, or the Customer's failure to provide LI with adequate instructions for performance or delivery.

Cost Variation: Estimates are based on LI's costs of production including costs relating to any necessary outsourcing of work together with any exchange rates which may affect those production costs, both current at the date of any particular estimate. Any such estimates are subject to amendment by LI at LI's sole discretion on or at any time after acceptance to meet any rise in such costs. Additional charges may be made to cover any extra work involved where content supplied is not clear or legible, all of which will be charged at LI's then current rates.

LI shall not be responsible for checking the accuracy of supplied input from an electronic file. LI shall not be liable for any errors contained in the electronic file or proofs. If changes are made or additional proofs are required, LI may charge a reasonable amount for such services. If proofs or preliminary work are provided in accordance with the specification of an accepted Order, LI may charge a reasonable sum for the cost of preparing such proofs or carrying out such work. Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed in writing. LI may reject any materials provided by the Customer for the production of the Goods. If additional costs are incurred as a result of such a rejection, Customer will be charge for those costs.

Variation in Quantities and Delivery Times: LI will endeavor to deliver the correct quantity ordered at the time agreed but the Customer irrevocably accepts, acknowledges and agrees that margins of plus or minus 5% of the number of units of work to be delivered under an Order in one colour only, and plus or minus 10% of the number of units of work to be delivered under an Order for other work are allowed for overs or shortages, the same to be charged or deducted accordingly.

Materials and Purchased Services: Unless otherwise provided, LI will supply the materials (paper, ink, binding materials, etc.) or purchased services specified herein or their equivalents. Should LI be unable to obtain such materials or services or their equivalents in necessary quantities, the parties shall select mutually agreeable substitute materials or services. Should the use of such substitute materials or services increase or decrease the cost or efficiency of performing the work, the price will be adjusted to fairly reflect any such increase or decrease. Unavailability of materials or services will not be considered a breach of these terms or conditions of sale. Any volume, trade discounts, rebates or similar items earned on materials or services will be retained by the ordering party. All scrap and by-products will become property of LI.

License. Customer grants LI a fully paid, worldwide, perpetual non-exclusive license to use all Intellectual Property Rights and work product only to the extent authorized and required for LI to perform its obligations hereunder. Content furnished by Customer will be used solely for Customer work and will remain Customer property.

Delivery: Unless otherwise agreed in writing, delivery of the Goods shall be made to the address specified in the Order. If no dates are so specified, delivery shall be within a reasonable time. If LI is requested to re-deliver the Goods following a failed delivery, LI reserves the right to make an additional charge for such re-delivery. LI may deliver the Goods by separate instalments. No cancellation or termination of any one instalment shall entitle the Customer to repudiate or cancel any other instalment. The Customer shall be required to notify LI of any delivery shortages within forty eight (48) hours of delivery, or the Customer shall be deemed to have accepted delivery of all the Goods.

Freight: LI will arrange for shipment of Customer's finished materials from plant of final manufacture, and Customer shall be responsible for payment of all charges related to the distribution of these materials. Customer shall be responsible for any staging, handling, or related costs incurred by LI.

Storage: Unless otherwise specified, the prices in this Agreement do not include storage of paper or other materials, work in process or finished goods beyond the production schedule span. If delay in completion of the work or delivery of finished goods beyond the date specified in the production schedule is caused by Customer, storage will be charged at the prevailing rates for each month up to three months for the

finished goods, work in process or furnished materials remain in possession of LI. If, following the third month of storage LI receives no direction from Customer as to the disposition of the stored items, such items will be destroyed or and/or recycled at the expense of Customer.

Termination: In addition to any remedy provided at law or equity, LI shall have the right to terminate or cancel an Order, and any obligation to sell or provide a product or service, in the event Customer (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within ten (10) days after written notice thereof has been given to Customer; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of an administrator or receiver, or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any insolvency proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

Price: All monetary amounts shall be due and payable in such currency as stated in the Order. The price for the sale of any merchandise shall be LI's price prevailing at time of shipment unless otherwise specifically stated on the face of an Acknowledgement. The price, if any, set forth on any Acknowledgment is the price in effect as of the date of such confirmation or acknowledgment and is included thereon for information purposes only. Notwithstanding any such agreement any direct or indirect increase in the cost to LI for the purchase, importation, sale and delivery of the merchandise, including without limitation by way of a change in manufacturer's price, imposition of surcharge, change in freight policies or freight costs, tariffs, duties, or otherwise, including with respect to orders previously placed and accepted, will result in a correlative increase in the price payable by Customer. In the case of sales arranged through cooperatives, purchasing groups or print management companies, LI may pay a rebate to the cooperative, purchasing group or print management company in connection with such sale and LI may receive a rebate from the printer or other service provider. Notwithstanding the foregoing, by making a purchase, Customer specifically agrees to the price stated.

Payment Fraud: Customer shall promptly notify LI (by emailing cnglegal@cng-inc.com) if it becomes aware of any suspected payment fraud, theft, misdirection, misuse or other compromise of its payment to or for the account of LI. Customer shall investigate and take appropriate action to correct any such security breach or suspected fraud upon discovery. If a third party is enabled to misdirect or fraudulently induce Customer to misdirect payments intended to be made to LI or another party (including by a third party fraudulently representing itself as Customer in providing payment instruction to LI) Customer shall be responsible for payment to LI of all such misdirected proceeds.

Tax: Any applicable taxes, levies, or duties including but not limited to VAT (Value Added Taxes Act 1194) or similar sale or fiscal tax, or extended producer responsibility or similar charge, will be charged and will be payable by the Customer at the applicable rate at the date of invoice regardless of whether or not included in an estimate or invoice.

Terms of Payment: Customer will pay LI's invoice not later than net thirty (30) days from date of invoice unless otherwise indicated in writing by LI. Customer's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. All payment terms will be calculated based upon date of invoice. LI's obligation to perform work hereunder is subject to prompt payment of all invoices pursuant to the terms of this and other agreements between LI and Customer.

Funding Postage: Unless otherwise agreed in writing or where applicable, Customer must arrange for payment or funding of its postage costs as scheduled by LI. If Customer fails to pay for postage in strict accordance with the terms set forth by LI, LI is not responsible for any addition to any loss or costs incurred, including but not limited to re-processing of mail files (both Customer's and all clients in the co-bind, co-mail or commingle pool(s)) and manufacturing plan changes, and related required postage.

Credit. If Customer credit is not approved the LI quote shall be null and void. If at any time and for any reason including but not limited to refusal or failure to adequately respond to requests for financial information, the financial condition of Customer shall become unsatisfactory to LI, LI may, upon written or email notice to Customer, require cash or satisfactory security on shipments or deliveries or prior to commencing or continuing any work, placing any order or prior to the last date to change any order, or otherwise change any payment terms, without impairing the obligation of Customer to take and pay for the quantity of goods ordered. Customer shall be liable to LI for all attorneys' fees and expenses expended to collect past due amounts and interest may be charged on any late payments at the rate of 1.5% above Bank of England base rate per month.

Where any sums are due and not paid in full by Customer by the due date LI shall have the right to retain possession of, and shall have a lien on all property in the possession of LI and all work in process and undelivered work as security for sums due to LI hereunder, notwithstanding any scheduled delivery or in home date.

Risk of Loss: The Goods are at the risk of LI until delivery to designated location, whereupon risk shall transfer in full to the Client.

Retention of Title: Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, full legal and beneficial title and ownership of the Goods shall pass to the Customer once LI has received in full (in cash or cleared funds) all sums due to it in respect of the Order and all other sums which are or which become due to LI from the Customer under any other Order or account. Until title and ownership of the Goods has passed to the Customer, the Customer shall: hold the Goods on a fiduciary basis as LI's bailee; store the Goods (at no cost to LI) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the property of LI; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition and keep them insured on LI's behalf for their full price against all risks to the reasonable satisfaction of LI. On request the Customer shall produce the policy of insurance to LI. LI shall be entitled to recover payment for the Goods notwithstanding that legal and beneficial ownership and title of any of the Goods has not passed from LI. The Customer grants LI, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or recover them if not paid for in full.

Confidentiality: All documents, artwork, or drawings delivered to by Customer to LI, and any other non-public information Customer discloses to LI, remains the property of Customer. Each party may have access to the other party's confidential, proprietary information and property. Neither party will use, disclose or disseminate the other party's confidential information except in connection with providing the goods and services hereunder without the other party's prior written consent. Customer agrees that neither Customer nor its agents will provide copies of or access to any sensitive personally identifiable information (including but not limited to names and addresses, social security numbers, bank account information, credit card information or birth dates) ("SPII") or protected health information ("PHI") to LI

and LI will not be responsible for any SPII or PHI of Customer or any agent or end user of Customer, and unless otherwise specifically agreed in writing by LI with Customer LI shall have no obligations under the GDPR or any other applicable statute or regulatory regime regulating personal information. The obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

Consumption: Ownership of any unconsumed portion of paper supplied by LI remains with LI.

Warranties: LI WARRANTS THAT THE GOODS AND SERVICES WILL CONFORM TO THE AGREED UPON SPECIFICATIONS FOR SUCH GOODS AND SERVICES, AND SHALL BE OF SATISFACTORY QUALITY WITHIN THE MEANING OF APPLICABLE LAW . THE FOREGOING WARRANTY IS EXCLUSIVE OF AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED(INCLUDING THE CONDITIONS IMPLIED BY SS 12–16 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 AND SS 13–15 OF THE SALE OF GOODS ACT 1979), INCLUDING ANY WARRANTY OF PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUPERSEDES AND EXCLUDES ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS, MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS, HOWEVER REFERENCED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FOREGOING AND LI'S SOLE RESPONSIBILITY HEREUNDER IS AS STATED. WITHOUT LIMITING THE FOREGOING, NO REPRESENTATION OR WARRANTY IS MADE IN CONNECTION WITH MERCHANDISE OR INFORMATION REQUIRED FOR EU DEFORESTAION REGULATION ("EUDR") COMPLIANCE. LI is a re-seller and not a manufacturer of print merchandise. Defects or nonconformities in goods will be for the account of Customer and resolved in accordance with the claims policies of the manufacturer. LI will make commercially reasonable efforts to assist in resolution of such Customer claims. To the extent applicable, LI assigns to Customer all warranties of third parties relating to the goods and services.

Regulatory Compliance. Customer should not rely on shipments of merchandise by LI to be compliant with the EUDR or on LI supplying the information required under the EUDR unless specified by Customer and agreed by LI in writing. LI shall have no liability for delay of delivery, loss of merchandise, fines or penalties or other costs arising under or in connection with compliance with or the enforcement of the EUDR. Customer certifies that it shall comply with all applicable U.S. and other government sanctions laws and regulations, and shall not, directly or indirectly, sell or otherwise provide the merchandise purchased from LI to any individual, entity or country subject to government imposed sanctions.

LI has adopted a code of business ethics that aligns with internationally accepted principles of environmental sustainability and corporate responsibility located at cng-inc.com/business-ethics-compliance-policy/ to which Customer agrees to adhere.

Indemnity. Customer represents that the materials it furnishes to LI will be free of defects and shall not be in violation of applicable law or infringe any trademark, servicemark, copyright or any license relating thereto, nor shall it contain any libelous or other content, including sensitive personal data, which may cause damage or injury to a person. Customer agrees to indemnify and save LI, its affiliates, directors, officers, agents, employees and shareholders harmless from and against all losses, claims, expenses, costs or damages which LI may suffer or incur in the event any claim is made against LI by any person, or entity for any cause of action of whatever nature (including legal fees) including without limitation claims which in any way relate to or arise, in whole or in part, due to (a) the acts or omissions of LI, its subcontractors, agents or employees, in the performance of any Order or any breach or default hereunder or (b) a claim that any goods or services provided by LI are defective, or (c) a claim that LI's goods or services, or any

part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party, provided however that Customer shall not be liable to the extent such damages were a result of an unauthorized change or deletion of Customer furnished editorial/advertising content.

ALL CLAIMS FOR DEFECTIVE OR DAMAGED GOODS OR FOR SHORTAGES OR MISSED SHIPMENTS MUST BE MADE BY CUSTOMER IN WRITING WITHIN THIRTY (30) DAYS AFTER LI'S DELIVERY OF SUCH WORK. FAILURE TO MAKE SUCH A CLAIM WITHIN SUCH PERIOD SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF THE GOODS AND AN ADMISSION THAT IT FULLY COMPLIES WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS OF THE QUOTE. WITHOUT LIMITING THE FOREGOING, LI'S LIABILITY FOR ANY AND ALL CLAIMS WHATSOEVER OF ANY KIND AND NATURE, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO LI'S PRICE TO CUSTOMER FOR THE GOODS INVOLVED OR PERFORMANCE OF THE SERVICE INVOLVED, OR, AT LI'S OPTION, REPLACING THE PRINTED MATERIALS OR OTHER GOODS WHICH ARE THE SUBJECT OF CUSTOMER'S CLAIM. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THE MATERIAL SUBMITTED BY CUSTOMER DOES NOT CONFORM TO LI'S SPECIFICATIONS OR OTHERWISE DOES NOT STRICTLY MEET THE DEADLINES IN THE PRODUCTION SCHEDULE, LI SHALL HAVE NO LIABILITY FOR THE CLAIMED ERRORS. IN NO EVENT WILL LI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, 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 GOODS, SERVICES OR DELIVERABLES PROVIDED BY LI FOR CUSTOMER (INCLUDING BUT NOT LIMITED TO LOSS OF VALUE OR LOSS OF USE), EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, IN NO EVENT SHALL LI BE LIABLE FOR SUMS IN EXCESS OF LI'S INVOICE PRICE. FREIGHT CLAIMS OR CLAIMS FOR DEFECTIVE, DAMAGED OR UNDELIVERED GOODS AGAINST ANY CARRIER FOR TRANSPORTATION OF SUCH WORK MUST BE MADE BY CUSTOMER AGAINST THE CARRIER. LI WILL REASONABLY ASSIST CUSTOMER IN CUSTOMER'S PURSUIT OF ANY SUCH CLAIM AGAINST THE CARRIER.

Force Majeure: Neither party will be liable for any delay or failure to perform hereunder (other than Customer's obligation to pay for services and goods delivered) 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 any other public health crisis including quarantine, or other employee restriction or other emergency; acts of God; civil disturbance, war (declared or not), hostilities, military mobilization, riot, sabotage, piracy, armed conflict, 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 other labor disputes or any other circumstance beyond a party's control whether or not foreseeable or abatable or subject to mitigation in each case whether affecting LI, Customer, LI's supplier, or any logistics or other relevant provider hereunder. Customer's economic hardship or changes in market conditions are not considered Force Majeure events. Prompt notice of a Force Majeure Event shall be provided by the affected party to the other party. Quantities so affected may be eliminated from the amount ordered at the discretion of the party affected without liability and LI may allocate its available supply among its purchasers, but the order shall remain otherwise unaffected.

Assignment. This Agreement binds and benefits the parties and their respective successors and permitted assigns. Except as provided below, neither party may assign any rights or delegate any responsibilities under this Agreement without the prior written consent of the other party 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 Customer. 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. LI shall have the right to assign any and all accounts receivable from, and any rights against, Customer to any person. Customer shall not have the right to offset any amounts owed to it by LI or any of its affiliates against amounts owed by Customer to LI. The transaction, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. LI reserves the right to update or modify these Terms at any time, without prior notice, by posting the revised version of these Terms behind the applicable link marked "Terms and Conditions of Sale" in LI's website. Purchase orders issued by you to LI after we have posted the revised Terms constitute your agreement to be bound by the revised Terms. You may access the current version of these Terms and Conditions of Sale at any time by clicking the link marked "Terms and Conditions of Sale" pertaining to your merchandise in LI's website.