

BLUE OCEAN CLOSURES AB – GENERAL TERMS OF SALE

1. SCOPE AND EFFECTIVENESS

1.1. These general terms and conditions of sale (“General Terms of Sale”) exclusively govern the sales of agreed products (“Products”) from Blue Ocean Closures (“BOC”) to the buyer as defined on the purchase order or framework agreement (“Buyer”). Buyer and BOC are jointly referred to as the “Parties”. The General Term of Sale take precedence over any terms and conditions of the Buyer.

1.2. The General Terms of Sale together with any Purchase Order and/or framework agreement (as applicable) is referred to as the “Agreement”.

2. PURCHASE ORDER AND ORDER CONFIRMATION

2.1. Purchase Orders shall be deemed valid and effective only if placed in writing.

2.2. Acceptance of Purchase Orders by BOC may be made only by the issuance of the Order Confirmation. Buyer’s orders shall be deemed firm and irrevocable as of the 5th day after BOC sends the Order Confirmation.

2.3. If the Order Confirmation contains changes with respect to the order, these shall be deemed to have been accepted 5 days after receipt of the Order Confirmation if the Buyer has not indicated its disagreement in writing.

2.4. The Purchase Order may contain requirements on minimum quantity for an order or annually, as agreed between the Parties.

3. PRICING

3.1. Unless otherwise agreed upon the Parties, the prices shall be those indicated in BOC price list in effect at the time of receipt of the order or in the offer, if any, transmitted by BOC prior to receipt of the order.

3.2. Prices for customized products, made to order, are those formulated on a case-by-case basis and subject to the validity specified in the offer.

BLUE OCEAN CLOSURES

3.3. If at any time, a Country or a Union establishes costs, tariffs, VAT and/or other duties, levies or taxes directly or indirectly on the Products, raw material or other component (the "Raw Material Tax") which by law are intended to be primarily borne by Buyer, but are collected by BOC, such Raw Material Tax shall be repaid by the Buyer to BOC.

3.4. After the date of its definitive establishment, each Party may send a notice to the other Party requesting a joint review of the pricing, with the purpose of alleviating or mitigating the effects to the extent possible. The Parties shall discuss promptly following such notice and shall in good faith endeavour to agree on appropriate amendments.

4. PAYMENT

4.1. BOC will issue invoices that include the number of the Purchase Order and reference to the Agreement.

4.2. Buyer shall pay the invoices within thirty (30) calendar days of receipt. In case of a change of the financial stability of Buyer, BOC is entitled to change the payment terms at its sole discretion.

4.3. Payments must be made by bank transfer credited to the account specified by BOC, or by bank draft. It is BOC's right, and at its discretion, to also accept bank sureties and guarantees, bills of exchange, drafts, bank checks.

4.4. Under no circumstances may the Buyer suspend or delay payments, not even in the event of a dispute, claim, or controversy.

4.5. Buyer will be responsible for all taxes imposed on or measured by the value of any goods or services provided by BOC pursuant to the Agreement, including value added taxes ("VAT") and sales tax if applicable and in all cases (where relevant) subject to receipt by the Buyer of a valid VAT invoice.

4.6. In the event of delay in payment, statutory interest shall accrue, without any need for notice of default, and BOC shall have the right to suspend orders and any other deliveries in progress.

4.7. In the event of termination of the contract, any instalments paid by the Buyer shall remain acquired by BOC without any prejudice to any action for greater damages.

BLUE OCEAN CLOSURES

5. DELIVERY

5.1. The delivery terms indicated in the Purchase Orders do not in any case have an essential character and, in any case, BOCs liability in case of delay and/or non-delivery is expressly excluded. Any delay in delivery or any partial delivery of the products will not entitle the contract to termination. Any notice of default by the Buyer shall be valid only in the event that BOC is given a period for performance of not less than ninety (90) days. It is understood, however, that BOCs liability is excluded, even in the event of termination for non-performance.

5.2. The delivery terms indicated in the Purchase Order shall commence upon receipt by the Buyer of the Order Confirmation issued by BOC or, where the manufacture of the Products requires the sending of documentation and technical specifications by the Buyer, from the subsequent receipt of the same by BOC, duly countersigned by the Buyer. It is understood, however, that should said documentation be received more than thirty (30) days from the date of the Order Confirmation, BOC shall have the right, at its sole discretion, to change the price of the products or withdraw from the contract without the Buyer being entitled to claim or demand compensation or indemnity of any kind.

5.3. Goods return is ExWorks (EXW – Incoterms 2020) at BOCs factory, unless otherwise agreed with the Buyer.

6. STORAGE AND WAREHOUSING

6.1. The parties may agree in writing, in exceptional cases, on the possible temporary storage by BOC of a limited quantity of the Product on behalf of the Buyer.

7. RESERVATION OF TITLE

7.1. BOC reserves title to the Products until such time as the Buyer has fulfilled all its obligations and has paid the purchase price in its entirety ("Reserved Products").

7.2. The Buyer may resell the Reserved Products unless the Buyer has defaulted on payments or must fear that he will not be able to pay BOC's claim in its entirety when it is due.

7.3. If the Buyer resells the Reserved Products, the Buyer assigns to BOC already at this point in time all claims due to Buyer by virtue of the resale or any other realization up to the

BLUE OCEAN CLOSURES

amount of the purchase price due to BOC. The Buyer is entitled to note this assignment in its books and records. Until further notice, the Buyer may collect the assigned claims in its own name but for the account of BOC. Buyer is in turn obliged to reserve title to the Reserved Products in case he resells the Reserved Products on credit.

7.4. Buyer is obliged to insure the Reserved Products and transfers and assigns to BOC any insurance benefits or rights to compensation resulting from the destruction of or damage to Reserved Products.

7.5. Reserved Products may not be pledged and transferred by way of security.

7.6. Should BOC exercise its right of retention and take back Reserved Products, it may sell them by private sale or auction.

8. PRODUCT QUALITY AND TOLERANCE MARGINS

8.1. In view of the technical specifications of BOCs products, their design features, the availability in the market of raw materials, the size of production batches, and the application of strict quality controls, variations in the quantity of delivered products are allowed without the Buyer being able to object in any way or for any reason.

8.2. BOC, in any case, is committed to the following tolerance percentages:

8.2.1. Exclusive and Buyer Products

8.2.1.1. +7% / -15% for lots up to 30.000 caps

8.2.1.2. +6% / -13% for lots of 30.000 to 100.000 caps

8.2.1.3. +5% / -11% for lots of 100.000 to 250.000 caps

8.2.1.4. +4% / -10% for lots exceeding 250.000 caps

8.2.2. Standard Products and Non-Custom Products

8.2.2.1. +5% - -10% for lots up to 30.000 caps

8.2.2.2. +4% / -9% for lots of 30.000 to 100.000 caps

8.2.2.3. +3% / -7% for lots of 100.000 to 250.000 caps

8.2.2.4. +2% / -6% for lots exceeding 250.000 caps

8.3. The Buyer hereby accepts these percentages of variation on the quantities described in its order and in the Order Confirmation, undertaking to pay for the quantity actually delivered as long as it falls within the tolerance margins described above. Should the Buyer require additional quantity of Product due to the smaller number of caps delivered by BOC, the parties will agree on the terms of delivery for a new batch of Product. Such a batch should be considered as a new order and will be handled as such. If the cap model to be supplied requires a minimum production batch in order to be made, the Parties will agree on either a change in the supply price or an increase in quantity until the minimum batch required to start production is reached.

9. CUSTOMIZED OR EXCLUSIVE PRODUCTS

9.1. The Buyer for whom customized or exclusive products have been made warrants and, therefore, agrees to indemnify and hold BOC harmless, upon first request and any exception removed, from any charges, costs and/or expenses incurred by BOC and arising from third party claims of unfair competition or for infringement of industrial or intellectual property rights (including, but not limited to, trademarks, patents, models, copyrights or know-how).

9.2. BOC shall be the exclusive owner of any improvements and/or adaptations and/or additions made by it to the drawing or design possibly provided by the Buyer. Said improvements and/or adaptations and/or additions may not be used by the Buyer either directly or indirectly.

10. CONFIDENTIALITY

10.1. The following information shall be considered as confidential:

- a) Information related to the Agreement;
- b) Information from the orders as well as delivery schedules;
- c) Information, including economical, technical, financial information and data, know-how, which were acquired by the parties (in)directly from any source in connection with this contract and its performance;

BLUE OCEAN CLOSURES

d) Technical and business activities of the parties, which can reasonably be expected by both parties to keep confidential; and

e) Information on formulations, formulation techniques, manufacturing processes, development materials and samples, prototypes components and devices and market related information such as product requirements, market volumes as well as pricing and market trends.

10.2. Both parties shall protect confidential information and shall not distribute, use or copy such confidential information without the prior written consent of the other party, except to employees, officers or agents, auditors and professional advisors who need to know such information and governmental and other public authorities who have a legal or regulatory right to receive such information and only in the exercise of such right.

10.3. Confidential information is not confidential if a party can prove that the information i) was already known to it on the day of signing this contract; or ii) was known to the public; or iii) was developed by the other party by itself.

10.4. Upon termination of the Agreement, both Parties will, and will cause its Representatives to, promptly (i) cease to make use of the Confidential Information, (ii) return to the other Party all originals, copies, reproductions, summaries and other tangible information containing their Confidential Information and (iii) take all reasonable steps to expunge all Confidential Information from any computer, processor or other device containing Confidential Information. The other Party may not retain any Confidential Information, in particular, but not limited to, any copies, drawings, data or other materials including samples which have not been consumed, except to the extent it may be required to do so according to mandatory laws.

10.5. Notwithstanding the foregoing, each Party and its Representatives shall (i) be permitted to retain a copy of the Confidential Information for the sole purpose of complying with applicable law or regulatory authority or (ii) not be required to destroy, delete, or modify any backup tapes or other media made pursuant to automated archival processes in their ordinary course of business, provided in each case (i) and (ii) herein, any such Confidential Information retained shall remain subject to the confidentiality obligations of this Agreement for so long as such Confidential Information is retained.

10.6. Upon a Party's written request, the other Party will promptly confirm to the requesting Party that it has complied with its obligations of confidentiality.

11. INTELLECTUAL PROPERTY RIGHTS

BLUE OCEAN CLOSURES

11.1. Drawings, plans, renderings, data sheets, list of components or materials, bills of materials, models, 3D prints, moulds, provisional or final samples (transmitted to the Buyer directly by BOC or by third party companies directly or indirectly related to it) shall remain the exclusive property of BOC. The Buyer formally agrees to respect and to protect the exclusive property of BOC. The Buyer agrees, in the absence of prior written authorization from BOC, not to transfer or disclose to third Parties any of the elements listed above in this paragraph. As such items are the property of BOC they are to be returned, by the Buyer, immediately upon first request.

11.2. Without prior written permission from BOC, all physical reproductions or graphic representations, even partial are unlawful and constitute an infringement of BOCs intellectual property rights, as well as a counterfeit of the original product.

11.3. In case of infringement of or unauthorised use of BOC intellectual property rights, BOC may terminate the contract with the Buyer immediately, without prejudice, in any event, to the right claim compensation for damages suffered or to be suffered. Furthermore, any amounts due to BOC shall become immediately due.

12. WARRANTY

12.1. Products are warranted within the limits of their respective specifications, against defects in material and/or workmanship, and expressly rules out any other warranty.

12.2. When taking delivery of the Products, Buyer shall check the Products, shipping documents and packaging as to whether visible defects are present. Any visible defects must be notified in writing within 10 (ten) calendar days after Buyer has taken delivery of the Products, stating the defect and the order number and/or delivery note number and attaching a sample of the incriminated item.

12.3. Any hidden defects or faults that cannot be ascertained immediately upon arrival shall, under penalty of forfeiture, be reported within eight (8) days of discovery.

12.4. Provided that a defect is notified in due time, BOC will take corrective action either by rectifying the defect or exchanging the defective item, taking back defective items and crediting the purchase price, or granting a reduction of the purchase price. Buyer shall not be entitled to any other claims.

12.5. The warranty period is [12 (twelve)] months and commences as soon as the Products are offered to the Buyer at the place of delivery according to the agreed INCOTERM.

BLUE OCEAN CLOSURES

12.6. Buyer warrants that the drawings, sketches, models etc. provided by Buyer are not subject to any rights of third parties and BOC shall not be liable for any infringements of such rights. Buyer will hold harmless and indemnify BOC for and against all claims which are asserted due to an infringement of these rights, and Buyer will reimburse BOC for and against all resulting costs incurred in this connection. In case such rights are asserted, BOC may withdraw from the contract without notice and stop all supplies immediately and without entitling the Buyer to assert any rights or claims vis-à-vis BOC on this ground.

13. LIABILITY

13.1. Neither Party shall be liable to the other Party for indirect damages, loss of profit, or consequential damages.

13.2. Either Party's maximum liability under the agreement and any purchase order shall not exceed the order value per occasion and up to the aggregated order value per calendar year through general civil liability.

13.3. BOC shall be held liable only for product failures or damages (including bodily injury) caused by a design fault of the product/system developed by itself.

13.4. With regard to specifications (regarding design, material, supplier etc.) or any other type of product information given by Buyer, any liability shall be borne by Buyer, and BOC shall not be liable for any damage incurred by Buyer or third parties that occur because BOC was asked to follow such specifications of Buyer.

13.5. The foregoing sentences shall not limit or be deemed to limit the liability of BOC with respect to damages for personal injury or death, fraud, or willful misconduct.

14. FORCE MAJEURE

14.1. A Force Majeure Event is any event that is beyond the control of the relevant party and that is both unforeseeable and irresistible. It prevents performance of all or part of the Agreement. Force Majeure Event includes any acts or restraints of governments or public authorities, war, natural disasters, explosions, fire, acts of terrorism, revolution, riot, civil commotion, lockout or general strike but excluding any other strike. Furthermore, the following causes or events shall be considered as Force Majeure if they hinder the performance of a Party's obligation: mechanical breakdowns, technical problems, inability to obtain, delay in obtaining or change of governmental approvals, permits or licenses,

BLUE OCEAN CLOSURES

shortage of raw and recycled materials, shortage of input materials, changes of the legal frameworks, changes in the collection systems or industrial/commercial environment.

14.2. In case of a more than thirty (30) days continuing Force Majeure, the affected party has to notify the other party of the occurrence of the Force Majeure Event immediately by e-mail or confirmed by certified mail. Furthermore, produce all necessary documentation proving that the event is a Force Majeure.

14.3. After performance has been delayed by more than two (2) months, the not-affected party shall have the right to terminate the Agreement upon seven (7) days' written notice to the affected party, without paying a penalty.

14.4. Moreover, the affected party shall state the foreseeable duration of the event.

14.5. The Party that asserts a Force Majeure Event shall take all steps to reduce to the extent possible the prejudicial effects of such situation. However, each party shall bear all costs it incurs as a result of the Force Majeure Event. Neither party shall be liable to the other for any loss or damage arising from its failure to perform its obligations under this Agreement for any reason whatsoever beyond its reasonable control.

15. GENERAL PROVISIONS

15.1. BOCs failure to enforce rights under the General Terms and Conditions or individual sales contracts shall not be considered as waiver of the right or provision violated.

15.2. The Parties expressly acknowledge that under no circumstances, not even by conclusive facts, shall BOCs continuous, and repeated sales of the Products confer exclusivity on the Buyer or give rise to a sales concession, distribution, agency or collaboration relationship in any other capacity, unless the Parties have specifically provided for this in writing within a specified contract.

15.3. The Buyer may not set off claims vis-à-vis BOC against BOC's claim to the compensation owed by Buyer. The Buyer shall not have any retention rights.

15.4. The Buyer may not assign without BOC's prior written consent its right to the supply of the Products to other parties. BOC may transfer this Agreement or its interest in this Agreement without the prior consent of the other Party to any of its affiliates or within the BOC Group, provided that such affiliate or any such BOC Group legal entity is not a direct competitor of the Buyer.

BLUE OCEAN CLOSURES

15.5. This Agreement shall also be binding upon the Parties' respective successors. The Parties undertake to take all necessary measures to ensure the legally effective imposition on their respective successor.

15.6. Any amendment of or modification to this Agreement shall be made in writing (with signature); this shall also apply to any waiver of this written form requirement.

15.7. Should any term hereof be or become invalid or unenforceable, this shall not affect the remaining terms hereof. The invalid and unenforceable term(s) shall be replaced by valid and enforceable term(s) which closest reflect the intended economic purpose (severability).

16. APPLICABLE LAW AND JURISDICTION

16.1. All legal issues arising from or in connection with this Agreement shall be governed by and construed in accordance with Swedish law, to the exclusion of its conflict of laws provisions and the UN Sales Convention.

16.2. Any disputes arising out of or in connection with this Agreement shall be settled amicably between the Parties.

16.3. In case an amicable settlement cannot be reached, all disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination, or nullity, shall in the first instance be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. If, for any reason, arbitration cannot be held, the dispute shall be exclusively settled by the competent court of Stockholm.