

GENERAL TERMS AND CONDITIONS OF SALE – C2PACK SAS

1 – Purpose

These General Terms and Conditions of Sale set out the terms under which C2PACK SAS, registered with the Dijon Trade and Companies Register under number B 483 303 376, hereinafter referred to as "the Seller", conducts its sales.

Any order placed implies the Buyer's full and unconditional acceptance of these General Terms and Conditions of Sale.

2 – Scope of Application

These General Terms and Conditions apply to all contracts for the sale of goods and provision of services entered into and/or performed by the Company, both in France and abroad. The parties agree that their relationship shall be governed exclusively by these terms. Any amendment to the General Terms and Conditions requested by the Customer must be submitted in writing and accepted in writing by the Company in order to be enforceable against it. In the event of a conflict between these General Terms and Conditions and any special conditions set out in the purchase order or any other document accepted by both parties, the special conditions shall prevail.

3 – Orders

Any order placed by the Buyer is only valid upon confirmation by the Seller, evidenced by the dispatch to the Buyer of an acceptance document issued by the Seller; it being specified, however, that delivery of the order by the Seller shall constitute confirmation. The benefit of the order is personal to the Buyer and may not be assigned without the Seller's consent.

4 – Pricing and Price Revision

Prices are established on the basis of economic conditions in force at the time the order is placed.

The Seller reserves the right to revise its prices at any time in the event of a significant variation in costs, including raw materials, energy, transport, taxes, or any regulatory constraint.

Any order in the course of performance may be subject to a price adjustment solely for undelivered products in the event of an exceptional and unforeseeable variation in costs.

5 – Technical Information and Commercial Documents

Until the Seller's confirmation of an order, and in particular in light of market fluctuations, the Seller reserves the right to modify, without prior notice or compensation to the Buyer, any aspect of its products, pricing, or conditions. Information contained in catalogues, brochures, instructions, price lists, and schedules, and more generally in any presentation documents or information provided by the Seller, is given for indicative purposes only. Such information does not constitute any contractual commitment until the order has been confirmed by the Seller.

By express agreement between the parties, no order accepted by the Seller may be cancelled or modified by the Buyer during performance without the Seller's prior written consent.

6 – Technical Tolerances for Products and Quantities

The products marketed by the Seller, in particular plastic, thermoformed, cardboard, or other packaging products, are manufactured using industrial processes that inherently involve normal manufacturing tolerances.

Minor variations may occur in particular with regard to:

- Material thickness
- Rigidity or mechanical strength
- Transparency or visual appearance
- Colour shades or variations
- Dimensions or geometry
- Marks inherent to industrial processes (forming lines, punch points, micro-filaments, cutting marks, creasing marks, or visible fibres)

Such variations, where they remain within the tolerances accepted by standard trade practices in the packaging and printing industry, shall not be considered as non-conformities.

7 – Tolerance on Delivered Quantities

In view of the technical constraints inherent to industrial manufacturing, printing, or converting processes, deliveries may be subject to quantity variations.

The Customer expressly accepts a tolerance of plus or minus 10% on ordered quantities.

This tolerance applies in particular to customised, printed, or bespoke manufactured items.

Invoicing shall be based on quantities actually delivered.

8 – Retention of Title

All products delivered to the Customer remain the Seller's property until full payment of the price has been received.

Risk (loss, theft, damage, etc.) in respect of such products is, however, transferred to the Customer upon delivery, as is the obligation to make good any damage such products may cause to property and persons.

9 – Transport

Our goods are delivered carriage paid for orders of EUR 750 ex-VAT or more. Any order below this threshold will be subject to transport charges at actual cost. For international sales, transport costs will be charged at actual cost, plus customs duties for countries outside the EU.

10 – Transport and Transfer of Risk

Deliveries are deemed to be made ex-Seller's warehouse, unless otherwise stipulated.

It is the Customer's responsibility to inspect the products upon delivery and to raise any precise and substantiated reservations with the carrier.

No claim relating to transport shall be accepted in the absence of written reservations noted on the delivery note.

11 – Delivery Lead Times

Delivery lead times are given as an indication only. A delay in delivery shall not give rise to damages, deductions, or order cancellation.

12 – Force Majeure

The following are considered, by way of non-exhaustive example, as force majeure events: fire, flooding, storm, earthquake, epidemic, pandemic, total or partial strike, transport blockage, raw material shortages, failure of a critical supplier, logistical disruptions, government restrictions, or any other cause beyond the reasonable control of the parties.

In the event of such an occurrence, the Seller's obligations are suspended without any compensation being claimable by the Customer. Delivery and performance deadlines are automatically extended for the duration of the force majeure event.

If a force majeure event lasts more than sixty (60) consecutive days, either party may terminate the order or contract, without compensation, by giving written notice to the other party.

The Buyer remains bound to fulfil its payment obligations in respect of products already delivered prior to the occurrence of the force majeure event.

Obligations relating to Extended Producer Responsibility (EPR) remain applicable insofar as they concern packaging already placed on the market, and the Buyer must provide the information necessary for the tracking and recycling of the relevant packaging.

13 – Payment Terms

Unless special conditions are specified in the order or sales are settled within the maximum time limits defined by the French Commercial Code, payment is due 30 days end of month.

Payments shall be made in accordance with the method and due dates determined by the Seller. An invoice is deemed settled when the amount shown thereon is credited to the Seller's bank account. The aforementioned payment period may not, by express agreement between the parties, be delayed on any grounds whatsoever. Claims made by the Buyer shall in no circumstances be capable of postponing the due date of payment for the order to which they relate. No discount will be granted for early payment unless special conditions have been expressly agreed.

14 – Late Payment

In the event of late payment, penalty interest calculated at the European Central Bank's refinancing rate plus ten (10) percentage points shall be due as of right, without prior formal notice.

A fixed recovery fee of EUR 40 shall also be due in accordance with Article D.441-5 of the French Commercial Code.

Where the recovery costs actually incurred exceed the amount of this fixed fee, additional compensation may be claimed upon production of supporting evidence.

In the event of non-payment, the Seller may also suspend orders or deliveries in progress and require cash payment for any future order.

15 – Compatibility with the Customer's Equipment and Technical Trials

The Seller does not warrant the compatibility of its products with the Buyer's machinery, packaging lines, or industrial equipment.

Prior to any use in industrial production, the Buyer undertakes to carry out the necessary technical trials in order to verify the compatibility of the products with its equipment, manufacturing processes, and the characteristics of the products to be packaged.

The Seller shall not be held liable for any consequences arising from the absence of prior trials or from use that has not been validated by the Buyer.

16 – Inspection of Goods and Claims

The Buyer is required to inspect the products upon receipt.

Any claim must be submitted in writing:

- Within a maximum period of 48 hours for damage related to transport
- Within a maximum period of 8 days for any apparent defect or non-conformity

After these time limits have expired, the products shall be deemed to be in conformity.

Any use, processing, packaging, or introduction into production of the delivered products shall constitute the Buyer's acknowledgement of their conformity and definitive acceptance.

No claim relating to product conformity shall be accepted after the products have been used, processed, or incorporated into a production process.

17 – Returns Policy

We attach great importance to customer satisfaction. The following are the conditions under which product returns are accepted:

Order error by the Customer: Where the Customer has made an error when placing an order, we accept the return of products provided they are in perfect condition and in their original packaging. Return costs shall be borne by the Customer.

Order preparation error by our Company: Where we have made an error in preparing the order, we accept the return of products. In such case, return costs shall be borne by us. We will proceed with an exchange or refund according to the Customer's preference.

Products damaged in transit: Where goods have been damaged in transit, we accept returns. However, no claim can be processed in the absence of precise and substantiated reservations made in writing in the presence of the delivery driver. It is imperative that the Customer inspects the condition of the products upon delivery and ensures that any anomaly is recorded by the delivery driver.

18 – Return Period

For any return request, professional customers have a period of 15 days from the date of receipt of the products to notify their intention to return the goods. Products must be returned in perfect condition and in their original packaging. For any return request, please contact our customer service at contact@c2pack.fr / 03 80 58 47 84, providing the order details and the nature of the problem encountered. We will then guide you through the returns procedure.

19 – Goods Recall and Destruction

- In the event of non-conformity identified and acknowledged by the Supplier, the Supplier may freely decide: (a) to replace the products; (b) to take them back; (c) to issue a credit note or refund.
- The Customer undertakes to retain the products in their original condition and to keep them available to the Supplier for 7 days to allow for collection or inspection.
- Any destruction, use, or placing on the market of non-conforming products without the Supplier's prior written consent shall render the Customer liable.
- In such case, the Customer may be required to: pay for its order, reimburse its credit note, or forfeit any entitlement to a credit note; and reimburse in full any costs relating to re-manufacture or replacement.
- The Customer undertakes to provide, at the Supplier's request, a certificate of destruction certifying that the products have been destroyed in accordance with the Supplier's instructions.

20 – Liability in Respect of Packaged Products

The products supplied by the Seller are packaging intended to contain products.

The Seller cannot be held responsible for the quality, preservation, or deterioration of the products packaged by the Customer, in particular due to:

- Filling conditions
- Storage conditions

- Operating temperatures
- The Customer's manufacturing process

21 – Limitation of Liability

The Seller's liability is strictly limited to the ex-VAT amount of the relevant order.

The Seller shall not be held liable for indirect damages such as loss of business, loss of production, commercial losses, destruction of goods, or product recalls.

This limitation shall not apply to damages resulting from the Seller's gross negligence or wilful misconduct.

22 – Intellectual Property

Studies, plans, mock-ups, prototypes, samples, technical documents, and all elements developed by the Seller remain its exclusive property.

They may not under any circumstances be reproduced, communicated to third parties, exploited, or used, even in part, without the Seller's prior written authorisation.

Any breach of this provision may give rise to legal proceedings.

23 – Tooling

Unless otherwise agreed in writing, tooling, moulds, forms, dies, and equipment required for the manufacture of products remain the exclusive property of the Seller, even where the Customer has made a financial contribution towards them.

Normal wear and tear of such tooling resulting from use shall not engage the Seller's liability.

Replacement, maintenance, or adaptation costs may be subject to additional invoicing.

24 – Jurisdiction

In the event of a dispute relating to the application or interpretation of these terms, the courts of competent jurisdiction within the area of the Seller's registered office shall have sole jurisdiction, including where there are multiple defendants or a warranty claim.

25 – Severability

If any clause of these General Terms and Conditions of Sale is declared null and void or unenforceable, the remaining provisions shall retain their full force and effect.

26 – Environmental Liability and EPR

The Seller and the Buyer acknowledge that the professional packaging supplied is subject to the Extended Producer Responsibility (EPR) scheme, in accordance with applicable French and European regulations relating to Extended Producer Responsibility.

The Buyer undertakes to cooperate with the Seller in monitoring the volumes of packaging placed on the market and to provide the information necessary for their recovery and recycling.

Any returned, non-conforming, or destroyed packaging must be processed through approved channels, and the Buyer undertakes to provide evidence of treatment or destruction.

The Seller shall not be held liable in the event of non-compliant treatment or recovery of packaging by the Customer.

27 – Regulatory Compliance of Packaging

The packaging supplied by the Seller is designed in compliance with the regulations applicable to materials intended for food contact, within the limits of the conditions of use communicated by the Customer.

It is the Customer's responsibility to verify the suitability of the products ordered for the intended use, having particular regard to:

- The type of food to be packaged
- Operating temperatures
- Storage conditions
- The filling or cooking process

The Seller shall not be held liable for use that does not comply with the technical specifications communicated.