

Via Aquaria UAB General Sales Terms and Conditions

I. Definitions and Scope of Application

- 1.1. These General Sales Terms and Conditions of Via Aquaria UAB, referred to here after as General Terms, define terms and conditions, under which Via Aquaria UAB undertakes the obligation to manufacture for a consideration certain Products.
- 1.2. For the purposes of these General Terms:
 - 1.2.1. *Via Aquaria* shall be “Via Aquaria UAB”, having its registered headquarters in Sandėlių 32, LT-95107, Lithuania, enterprise code – 141844534, VAT No. LT418445314, Registration No. AB99-160, in its capacity of a manufacturer.
 - 1.2.2. *Via Aquaria* “Assignor” shall be any natural person or a legal entity, which has placed Purchase Order, further on PO or/and accepted Via Aquaria Quotation/Sales order for the manufacturing of certain Products.
 - 1.2.3. “Quotation” shall be any written proposal, addressed from *Via Aquaria* to the Assignor, regarding the manufacture of Products and containing the exact quality, quantities and terms for manufacture.
 - 1.2.4. “Purchase Order” shall be any written order addressed to *Via Aquaria* regarding the manufacture of Products and containing the exact quality, quantities and terms for manufacture.
 - 1.2.5. “Manufacturing contract” shall be any written proposal, addressed from *Via Aquaria* to the Assignor, regarding the manufacture of Products and containing the exact quality, quantities and terms for manufacture.
 - 1.2.6. “Product” and “Goods” shall be every item, that has been manufactured by *Via Aquaria* or that *Via Aquaria* undertook to manufacture.
- 1.3. These General Terms shall be obligatory to all Assignors. The Assignors shall accept the General Terms by confirming in any written form the Quotation or placing Purchase Order. Purchasing conditions of the buyer or any other unilaterally diverging agreements shall be considered accepted only if they are confirmed by *Via Aquaria* in any written form.
- 1.4. General Terms:
 - 1.4.1. These General Terms are supplement to the terms and conditions, set in the offers, quotations, order confirmations and the contracts;
 - 1.4.2. Any terms and conditions, different from those in the General Terms, may be specified in the quotations and offers, signed between *Via Aquaria* and the Assignors.
 - 1.4.3. When there is a controversy between the terms and conditions agreed by the parties in the Quotations, Purchase, Manufacturing contracts and the General Terms, the terms and conditions of Manufacturing Contract or Sales Order shall be valid.
- 1.5. *Via Aquaria* shall be entitled at any time to change and amend the General Terms by publishing their current version on the following web-addresses:
www.viapromo.co.uk/contact/generalsalesterms

II. Signing and Validity of the Contracts

- 2.1. *Via Aquaria* shall conclude written Quotation, Manufacturing contract or Purchase order with the Assignor for the manufacturing of certain Products. The Quotation, Purchase Order or Manufacturing Contract shall contain the specifics of the Product, the quantity, the price, the term of manufacture, delivery terms and payment.
- 2.2. *Via Aquaria*:
 - 2.2.1. has the right to refuse to accept a Purchase Order in case that after the sending of the Quotation unexpected or unpreventable events have occurred, that may hinder the fulfilment of any obligations undertaken by *Via Aquaria*, including lack of materials on the market,

- failure in the technical equipment, strikes, epidemic outbreaks and etc.
- 2.2.2. shall not owe to the Assignor any compensation or defaults in case that the above events may occur.

III. Terms for manufacturing, delivery and packaging

- 3.1. *Via Aquaria* shall manufacture the Products, subject to the Purchase Order, Quotation or Manufacturing Contract in terms settled.
- 3.2. The Terms under previous paragraph shall start on the latest of the following dates:
- 3.2.1. the day of accepting Purchase Order or signing of the Manufacturing Contract;
 - 3.2.2. the day on which *Via Aquaria* receives an advance payment, if so agreed in the Quotation, Purchase order or Manufacturing Contract;
 - 3.2.3. the date of approval and signing Artwork by Assignor
 - 3.2.4. the day on which *Via Aquaria* has received all the necessary raw materials for the manufacture of the Products.
- 3.3. Production and delivery time supplied to Assignor on a Quotation is only an approximate estimation. Actual production and lead time depends on a factory load and will be confirmed only when the latest of clauses 3.2.1, 3.2.2, 3.2.3, 3.2.4 are fulfilled.
- 3.4. In case that one party delay to fulfil in time all his obligations, undertaken in the Quotation, Purchase order or Manufacturing Contract or through these General Terms, the terms for fulfilment of obligations by other party shall be prolonged with the time of the first party delay.
- 3.5. In such cases when products are manufactured from raw materials that are supplied by Assignor, raw materials has to be followed by Bill of Lading specifying material name, type, quantity, packaging. Prior to supplying raw materials to *Via Aquaria*, required quantities and material qualities has to be confirmed by *Via Aquaria* representative. *Via Aquaria* does not bear responsibility for inaccurate numbers, misprinted artworks, faults or damages of supplied raw materials. Failing to meet these requirements might lead to production delays or manufactured product shortages that *Via Aquaria* does not bear responsibility for. The day on which *Via Aquaria* has received all the necessary raw materials for the manufacture of the Products, if such have been stipulated in the Quotation, Purchase order or Manufacturing Contract will count as a production start date.
- 3.6. In such cases when manufacturing of certain products requires non standard technological drawings from *Via Aquaria*, technical fee of 35 euros per hour will be applied. Price quotations sent by our account managers will include approximate estimation of technical hours, if applicable. Final invoices will include actual hours. Technical fee will be applicable for following procedures: preparation of technological drawings for non standard boxes, preparation of technological drawings for all types of inlays from cardboard and foam, customization and adaptation of boxes to the items that has to be packed, artwork corrections due to design changes. Tech fee will not be applicable for: all repeat orders, unless there are substantial changes in construction design, first white standard base&lid and tray&case dummy sample, standard base&lid boxes, standard four board tray&case boxes, standard paper bags, standard ring binders, precise technical drawings are supplied by the Assignor.
- 3.7. *Via Aquaria* applies minimum order value of 1000 euros excluding VAT per order. Minimum order value for ring binders and branded paper bags is set to 750 euros excluding VAT. Minimum order value does not apply for branded and unbranded samples, services like lamination, die-cutting, foiling. If there should be any exceptions, they have to be agreed before placing a Purchase order between *Via Aquaria* and Assignor.
- 3.8. When the offer specifies that the delivery conditions shall be “DAP” (Delivered at

Place), Via Aquaria obligations include: goods, commercial invoice and documentation, export packaging an marking, export licences and customs formalities, pre-carriage and delivery, loading charges, main carriage, delivery to named place of destination, proof of delivery. Assignors obligations include pay the price of the goods as stated in sales contract, unloading from arriving means of transportation, import formalities and duties, onward carriage and delivery to buyer, inspection of of delivered goods and immediate documentation if there should be any damages of packaging during the transportation. In case of visual damages during the transportation, photos/videos has to be taken and sent to Via Aquaria within 24 hours from unloading date. After this term no claims on transportation damages will be accepted. Claim on transportation damages has to be done in written form (email) and send to Via Aquaria along with supporting damage documentation. Failing to do that will result in claim refusal.

- 3.9. It's the Assignors obligation to provide correct delivery address, delivery note and contact details including valid phone number of receiving party on a Purchase order. It's the Assignors obligation to provide delivery details such as truck accessibility to the delivery address, truck size and type: tail gate or regular. If this information is unavailable on the date of Purchase order, it has to be provided to Via Aquaria not later than 6 banking days prior to estimated shipment date. Failing to provide such information on these terms might result in delayed delivery or extra charges to the Assignor.
- 3.10. When the offer specifies that the delivery conditions shall be "EXW" (Ex Works), *Via Aquaria* obligations include: goods, commercial invoice and documentation, place goods at Assignor's disposal at the named place on the agreement on the agreed upon date, notice to the buyer to enable delivery, export packaging an marking. Assignor's obligations include: pay the price of the goods as stated in sales contract, provide seller with evidence of having taken delivery, loading at seller's location (unless otherwise agreed upon), export licenses and customs formalities, pre-carriage to terminal, loading charges, main carriage, discharge and onward carriage, import formalities and duties, cost of pre-shipment inspection.
- 3.11. Unless the Quotation, Purchase order or Manufacturing Contract specifies else, all clichés, creasing forms and other tools and appliances, necessary for the manufacture of the Product, which had been paid-for or provided by the Assignor, shall be stored by *Via Aquaria* for 6 (six) months as of the date of execution or termination of the Quotation, Purchase order or Manufacturing Contract. In case that the Assignor claims some or all of the above appliances, he shall be able to receive them at *Via Aquaria* factory at EXW terms.
- 3.12. All Via Aquaria products are delivered boxed or boxed and palleted unless different packaging request is specified in Purchase order or Manufacturing Contract. Most of our packaging is recyclable and we aim to reduce the amount of plastic in our packaging 10 % every year. We avoid the use of excess packaging materials and are reducing the use of plastic in our packaging.
- 3.13. By default, all our products are not poly bagged. Products are packed in 5 ply carton boxes, palleted with edge protection and wrapped with stretch film, unless there it is a different request in Purchase order. If necessary, air pillows are added to ensure more stability while transportation. Via Aquaria at it's own discretion can choose pallet size, height and weight for packaging products if it's not specified in Purchase Order otherwise. It's the Assignor's obligation to put special packaging requests on a Purchase order such as poly bagging, packaging quantities per box/pallet, special size cartons, pallet size, weight, product pairing, box labelling. Special packaging requests can be subject for extra charge.
- 3.14. If it should happen that rejected products has to be collected by Via Aquaria for inspection, evaluation or reproduction, packaging has to be restored to original state for shipping including properly closed cartons, stretch film, protective corners, fastening belts. Failing to do that might result in more damages during transportation and Via Aquaria will not hold herself responsible for possible transportation damages.
- 3.15. All products that Assignor has rejected but is not able to return to Via Aquaria, will

- count as ones with acceptable quality and will not be a subject for refund or reproduction.
- 3.16. *Via Aquaria* shall comply with any other requirements to the Products packing, labelling and other characteristics, only if those requirements had been expressly stipulated in the Quotation, Purchase Order or Manufacturing contract.

IV. Quality of Products and Tolerances

- 4.1. *Via Aquaria* manufactures the Product, subject to Manufacturing Contract.
- 4.2. The Assignor agreed to accept Products, manufactured with following tolerances:
- 4.2.1. +/- 5 % for the weight per square meter of paper;
 - 4.2.2. +/- 2 mm for the size of the Product made from paper;
 - 4.2.3. +/- 2 mm. for the positions of the paper bag handles, the openings and the stamps;
 - 4.2.4. +/- 1,5 mm. for the position on printed logo on spine of the ring binder, slipcase.
 - 4.2.5. +/- 1,5 mm. for the position of fingering on the spine the ring binder, slipcase.
 - 4.2.6. +/- 2 mm. for the position of logo on boxes made from 1,2 mm, 1,7 mm, or 2 mm bookish cardboard.
 - 4.2.7. +/- 5 mm. for the inside lining on ring binders from binder's edges.
 - 4.2.8. +/- 2 mm. for the position of the PVC pocket on the ring binder.
 - 4.2.9. *Via Aquaria* shall take all the necessary steps to reproduce the print colours, approved by the Assignor. Assignor agree to accept Product, manufactured with follow maximal tolerances in the colours:
 - 4.2.9.1. $\Delta E^*_{Lab}=4$ for printing colours;
 - 4.2.9.2. $\Delta E^*_{Lab}=8$ for material colours.
 - 4.2.4.1. The Assignor acknowledges that products containing matt lamination and dark print are very touch sensitive and can have technical scratches. These scratches are not ground for any quality claims. In case any scratches are intolerable, Assignor must choose non scratch-able lamination film and has to specify this on Purchase order.
 - 4.2.4.2. The Assignor acknowledges that Products printed in same Pantone colours on the same materials, but different time, might slightly differ in colour shade, but should not exceed values stated in clauses 4.2.9.1 and 4.2.9.2. This deviation can be caused by different paper and air humidity, printing solvents and does not provide basis for quality claim.
- 4.3. The Assignor acknowledges that it is not possible to produce exact quantity of products provided in Quotation, Purchase Order or Manufacturing contract and shall accept deviation in product quantity up to +/- 10 % for paper bags, folders, carton boxes and 8 % for ring binders, rigid boxes, slipcases, sample hangers and other products made from grey board or corrugated board. *Via Aquaria* shall invoice actual delivered quantity at price, provided in Quotation, Purchase Order or Manufacturing contract. If the product quantity delivered is less than stated in Quotation, Purchase Order or Manufacturing contract, but does not exceed limits above, *Via Aquaria* does not commit herself to match these quantities. Assignor is obliged to pay for supplementary product quantity that does not exceed limits above.
- 4.4. When the parties of the Quotation, Purchase Order or Manufacturing contract have agreed expressly that the Assignor has the right to approve a sample from the first batch of printed or manufactured Products, the Assignor shall send to the *Via Aquaria* plant his representative, duly authorized, at the time specified by *Via Aquaria* or *Via Aquaria* shall send a sample for approval to address specified by Assignor. All sample postage expenses are subject of extra cost unless specified otherwise in the Quotation, Purchase Order or Manufacturing contract and these expenses will be covered by Assignor.
- 4.5. In case that the representative of the Assignor shall not approve the sample, the

Quotation, Purchase Order or Manufacturing contract shall be terminated and the Assignor shall pay *Via Aquaria* all the expenses made by *Via Aquaria* for the starting of the manufacturing process, according to the terms and conditions of the Manufacturing Contract.

- 4.6. *Via Aquaria* shall have the right to add small elements in the graphic design of the Product, if they do not change thoroughly their overall look, but are necessary for the manufacturing of the Products. These mandatory changes in graphic design have to be approved in written form by Assignor.

V. Warranty and Claims

- 5.1. The Assignor shall have the right to put in a claim for any defects no later than one month as of the day of receiving the Products, and for the quantity of the received products – at the moment of their receiving.
- 5.2. The Assignor acknowledges that products supplied by *Via Aquaria* and made from paper, cardboard, grey board are vulnerable to humidity, heat, cold, direct daylight, vibration, abrasion and has to ensure that storage conditions meets following requirements: humidity 40-65 %, temperature: from +5 up to 25 C, no direct daylight, no vibration. If these storage conditions are met, *Via Aquaria* provides 6 (six) month warranty for it's products from the invoice date. Any claims after termination of this period will not be accepted. To claim the warranty Assignor will have to provide proof of storage conditions.
- 5.3. The Assignors acknowledges that *Via Aquaria* products will change certain qualities like print colour, paper colour, adhesive strength, stiffness, some times shape over time. Same products delivered in different time slots, might slightly differ due to aging process. This especially applies to products made out of coloured or printed papers and it does not provide any basis for quality claim.
- 5.4. Any claims shall be sent by e-mail or post to the office of *Via Aquaria*. If Assignor use e-mail sending claim, and not received written receipt confirmation from *Via Aquaria* in 3 working days, Assignor must send claims by post.
- 5.5. Any claims shall be accompanied by samples or pictures of defected products.
- 5.6. Only products that are unfit for their intended use shall be liable for claim. In order to establish the percentage of the unfit Products, a quantity of the production no smaller than 10 % (ten percent), chosen randomly, shall be examined.
- 5.7. If asked by *Via Aquaria*, Assignor must return the Products, he is claiming with quality issues, in order to receive any compensation for this claim. The parties may agree that only a certain part of the Products can be returned.
- 5.8. Any deviations from size, print, etc. beyond the ones set above, shall be considered as the grounds for a claim, only if at least 3% (three percent) of the Products have such deviations.

VI. Confidentiality and Intellectual property

- 6.1. Each part must to protect good name, trade secret and intellectual property of other part. Each part must consider offers, prices and all information regarding Contract as confidential.
- 6.2. The Assignor shall provide *Via Aquaria* with the necessary cooperation and assistance for the fulfilment of the contractual obligations of *Via Aquaria*.
- 6.3 *Via Aquaria* shall have the right to retain small quantities of the Products manufactured for their subsequent use as samples at commercial exhibitions, catalogues and etc if it does not contradict with non disclosure agreement signed with the Assignor.
- 6.4. *Via Aquaria* shall have the right to use pictures of manufactured Products in it's websites, newsletters and other material with written approval of Assignor.
- 6.5. *Via Aquaria* shall not be liable for any unsettled disputes regarding copyright © on the design and the trademarks, used during the manufacturing the Products.

6.6. *Via Aquaria* shall not be liable for any claims by third part regarding the design and the trademarks, used during the manufacturing of the Products.

VII. Termination of the Purchase order or Manufacturing Contract and Defaults

7.1. Purchase order or Manufacturing Contract shall be terminated:

7.1.1. with fulfilment of the subject of the Contract;

7.1.2. by the mutual agreement of the parties;

7.1.3. with a written notification by the right part to the fault part in case of default in the fulfilment of the contractual obligations with more than twenty days;

7.1.4. with a written notification when the other part has become insolvent or over-indebted or in case of bankruptcy or liquidation.

7.1.5. in other cases, according to the Contracts.

7.2. The termination under the conditions above does not discharge the Assignor from the obligation to pay all the expenses, made by *Via Aquaria* in regard with fulfilment of the assignment.

7.3. In the case of 7.1.3. the fault part shall pay the right part default to the amount of 20 % (twenty percent) of the value of the Products, subject of the Contract or Purchase order.

7.4. When one of the parts delay to fulfil its contractual obligations, this part shall pay a daily default to the amount of 0.5 % (half percent) of the amount of the ordered products, but no more than 25 % (twenty five percent) of the price of the Products.

VIII. Other Regulations

8.1. Payment terms for the manufactured goods has to be agreed between representative of *Via Aquaria* and the Assignor before placing Purchase order. *Via Aquaria* or it's insurance company can set credit limits on the Assignor. If credit limit is set, *Via Aquaria* obliges to inform the Assignor within 10 banking days.

8.2. All disputes about the existence or the validity of these General Terms or their violation, including disputes about their interpretation, termination, fulfilment or non-fulfilment shall be settled through negotiations and in respect of the mutual interests of the parts. In case that the parts do not reach an agreement, the dispute shall be settled in the competent court at the registered seat of *Via Aquaria*, if that does not contravene the imperative regulations of the Civil Procedure Code.

8.3. For any unsettled issues Lithuanian Law for the Obligations and Contracts shall be applied.

IX. Validity of General Sales Terms and Conditions

1.1. These General Sales Terms and Conditions are valid from 2021 January 1st. Reference to General terms is given on the Quotation, Sales Order, Sales Invoice, Manufacturing contract and published on websites www.via.lt and www.viapromo.co.uk.