

# General Terms and Conditions

between Krikor Ohannessian Consulting registered in the Ministry of Finance in Lebanon on 01-March-2015 under Tax Register No.3068456 – hereinafter referred to as “KOC” – and its online business name Private Label Packaging Design – hereinafter referred to as “PLPD” –and the “Customer” named in section 1.1 of the contract – hereinafter referred to as “Customer”.

## 1 Scope of Application

1.1 The following General Terms and Conditions (hereinafter: GTC) apply to all contracts between “KOC & PLPD” and businesses (hereinafter: “Customer”) regarding the services offered by “KOC & PLPD”. The GTC in their version valid at the time of the respective contract conclusion shall apply.

1.2 Individual agreements made between the “Customer” and “KOC & PLPD” take precedence over these GTC. Any conflicting or other general terms and conditions of the “Customer” are expressly rejected, unless “KOC & PLPD” expressly agrees to their validity in writing.

1.3 For the purposes of these GTC, a business is a natural or legal person or a partnership with legal capacity that, when concluding a legal transaction, is acting in the course of its commercial or independent professional activity.

## 2 Conclusion of Contract

2.1 The “Customer” and “KOC & PLPD” will discuss the anticipated scope of services for a new order during a joint briefing. The “Customer's” order constitutes a binding offer. Unless otherwise agreed between the parties, a contract between the “Customer” and “KOC & PLPD” is only concluded upon “KOC & PLPD's” issuance of an order confirmation. Orders, Quotations, Estimates, Invoices and Confirmations may be placed in writing and electronically via email.

2.2 All offers, quotations, cost estimates, or calculations provided by “KOC & PLPD” are non-

binding and are subject to change without any prior notice.

## 3 Scope of Services

3.1 “KOC & PLPD” designs, develops, and creates packaging designs or any other related materials & services on behalf of the client. By separate agreement, “KOC & PLPD” will provide consulting, project development, project management, and complete project execution, including the coordination and commissioning of printing companies. The specific services agreed upon are detailed in the order confirmation issued by “KOC & PLPD”, including the documents and attachments referenced therein.

3.2 If the client requests further changes to the services to be provided by “KOC & PLPD”, this must be communicated to “KOC & PLPD” in writing and by email only. “KOC & PLPD” will review the requested changes and their impact on the originally agreed scope of services. “KOC & PLPD” will inform the client of the result of this review in writing and by email. If the requested changes are not covered by the originally agreed scope of services, the parties will endeavor to adjust the scope of services and the remuneration accordingly. If the parties cannot reach an agreement, clause 6.3 applies.

3.3 The client acknowledges that “KOC & PLPD” uses editable original files (e.g., font files, illustrations, photographs) from third-party providers (hereinafter referred to as "editable original files") in the conceptualization, development, and design of the services agreed upon in the contract. The use of editable original files is subject to licensing terms that may affect

the type and scope of permissible use of the services provided by “KOC & PLPD”.

3.4 Unless expressly agreed otherwise, “KOC & PLPD” is not obligated to verify whether the services provided can be used for all purposes intended by the client or reproduced in the quantity intended by the client. “KOC & PLPD” will provide the client with reasonable support in this verification.

3.5 “KOC & PLPD” is not obligated to release editable original data that is part of the services provided by “KOC & PLPD” to the client. Unless otherwise agreed between the parties, the client must acquire extended rights of use and exploitation of editable original data in their own name.

3.6 The parties may agree that individual components of the services provided by “KOC & PLPD” will be made available to the “Customer” separately. However, the preparation and provision of these components will only be subject to separate remuneration, which will be determined either within the framework of the contract conclusion pursuant to clause 2.1 or by a separate agreement. Notwithstanding the provision in clause 7, these components may, unless otherwise agreed, only be used for internal purposes by the “Customer” and not for commercial purposes. Transfer of the components to third parties is only permitted with the express consent of “KOC & PLPD”. Any rights of use beyond the use of the components for internal, non-commercial purposes by the “Customer” require a separate agreement and will also be remunerated separately.

3.7 “KOC & PLPD” is entitled to perform the services to be rendered in whole or in part itself or to commission third parties to do so.

#### **4 Customer Cooperation**

4.1 If the “Customer” provides “KOC & PLPD” with texts, images, or any other content(s) (hereinafter collectively referred to as “Customer Content”), the “Customer” warrants that “Customer Content” does not infringe upon the rights of third parties or violate any other legal regulations. “KOC & PLPD” is not obligated to review “Customer Content” for potential legal violations or for its conformity with the “Customer's” intended purpose.

4.2 The “Customer” is obligated to provide complete and accurate “Customer Content” for the purpose of order fulfillment.

4.3 The “Customer” shall indemnify “KOC & PLPD” against any third-party claims asserted against “KOC & PLPD” due to the “Customer's” culpable breach of these Terms and Conditions or applicable law.

#### **5 Delivery Dates and Acceptance**

5.1 Delivery dates and deadlines provided by “KOC & PLPD” are always non-binding and only become binding if they have been expressly agreed upon as fixed dates in the order confirmation or in a separate written agreement between the parties.

5.2 “KOC & PLPD's” adherence to a date or a binding deadline is contingent upon “KOC & PLPD” having received all “Customer Content”, approvals, or other contributions, including any due advance payments, in a timely manner. If this is not the case, or if the failure to meet a deadline is due to circumstances beyond “KOC & PLPD's” control, the deadline shall be extended at least for the period during which these circumstances existed.

5.3 The “Customer” is obligated to accept the delivered service, provided it meets the contractual requirements. Acceptance must be declared in written form (e.g., email). If

acceptance does not occur within 14 days despite a request and the contractual performance of the services, and no objections are raised, the service shall be deemed tacitly accepted. The “Customer’s” use of the contractual service also constitutes tacit acceptance.

5.4 “KOC & PLPD” is entitled to submit individual components of the services rendered to the “Customer” for partial acceptance. The “Customer” is obligated to accept these components if they meet the contractual requirements.

## **6. Remuneration and Terms of Payment**

6.1 The amount of remuneration is specified in the order confirmation from “KOC & PLPD”. All amounts quoted are subject to statutory value-added tax.

6.2 All services rendered by “KOC & PLPD” are payable by the “Customer” within 7 days of receipt of the invoice without deduction.

6.3 In the event of early termination of the contract by the “Customer”, the “Customer” is obligated to pay a pro rata share of the services rendered by “KOC & PLPD” up to the date of termination as mentioned in the terms and conditions of the proposed quotation or estimate.

## **7. Copyright and Rights of Use**

7.1 “KOC & PLPD” retains all intellectual property rights to services rendered by “KOC & PLPD”, including designs, layouts, documentation, and all other materials created in connection with the performance of the contract.

7.2 “KOC & PLPD” grants the “Customer” a simple, non-transferable, and non-sublicensable right of use to the services provided by “KOC & PLPD”, without any time or geographical limitations. Subject to the provisions of clause

7.3, this right of use includes the “Customer’s” right to use the services provided by “KOC & PLPD” to the extent contractually agreed. If the parties agree that components of the services provided by “KOC & PLPD” will be made available to the “Customer”, the scope of the rights of use granted in this respect will be governed by the provisions of clause 3.6. The granting of the rights of use will only take place upon full payment of the agreed remuneration.

7.3 Unless expressly agreed otherwise, “KOC & PLPD” does not warrant that the services provided can be used for all purposes intended by the “Customer” or reproduced in the quantity intended by the “Customer”.

7.4 The services provided by “KOC & PLPD” may not be altered, either in the original or in reproductions, without the express consent of “KOC & PLPD”. Any complete or partial imitation or modification of the services provided is prohibited without the express consent of “KOC & PLPD”.

7.5 “KOC & PLPD” is entitled to publish images of the services provided free of charge and in all types of media (website, presentation, ...but not limited to) as a reference, stating the client’s name.

## **8 Warranty**

8.1 A minor defect does not give rise to any warranty claims. The choice of remedy lies with “KOC & PLPD”. The limitation period for defects and other claims is three (3) months; this reduction of the limitation period does not apply to claims arising from intent, gross negligence, or injury to life, body, or health caused by “KOC & PLPD”.

8.2 Otherwise, the statutory warranty for defects remains unaffected.

## **9 Liability**

9.1 Subject to the provisions of this Section 10, the “Customer’s” claims for damages or reimbursement of futile expenses are excluded. This exclusion does not apply to claims for damages by the “Customer” arising from injury to life, body, or health, claims based on the Product Liability Act, or from the breach of essential contractual obligations (cardinal obligations), nor to liability for other damages resulting from an intentional or grossly negligent breach of duty by “KOC & PLPD”. Essential contractual obligations are those whose fulfillment is necessary to achieve the purpose of the contract.

9.2 In the event of a breach of essential contractual obligations, “KOC & PLPD” shall only be liable for the typical, foreseeable damages if these were caused by simple negligence, unless the “Customer’s” claims for damages arise from injury to life, body, or health.

9.3 The limitations in clauses 10.1 and 10.2 shall also apply to the benefit of “KOC & PLPD’s” legal representatives and vicarious agents if claims are asserted directly against them.

## **10 Confidentiality**

10.1 The parties shall treat all business transactions and documents of the disclosing party that come to their attention as strictly confidential. If the parties receive contact and delivery information of third parties that is

processed by the parties themselves or by commissioned printing companies in the course of executing the order, the parties undertake to delete this information immediately, but no later than three months after completion of the order, without being requested to do so.

10.2 Otherwise, the obligation of confidentiality shall continue indefinitely beyond the term of this contract.

## **11 Prohibition of Set-Off and Right to Refuse Performance**

The “Customer” is not entitled to assert a right of retention or set-off against payment claims of “KOC & PLPD”, unless these are undisputed or legally established counterclaims of the “Customer”.

## **12 Final Provisions**

12.1 Contracts concluded between “KOC & PLPD” and “Customers” are governed by the laws of the Republic of Lebanon.

12.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions is the Republic of Lebanon.

12.3 Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by the applicable statutory provisions, if any.