

Cardbox Packaging's General Terms and Conditions, August 2017 Version

The purpose of this mandatory policy is to guide Cardbox Packaging and our esteemed business partner in the rights and obligations that apply in the daily business of the development and manufacturing of packaging. The participation of numerous suppliers and partners necessary for it, as well as the large number of internal and external processes related to it, make exact definitions along the entire value chain indispensable. This is in the interest of our clients who expect smooth work and flawless products from Cardbox Packaging. The 'General Terms and Conditions of the Cardbox Group' govern those often unspoken, though imperatively necessary requirements and clarifications that serve only one goal: turn our clients into successful partners. Achieving this and meeting the expectations of our clients is our stated goal!

1. General

1.1 / The term 'Cardbox Packaging' shall hereafter refer to one the supplying companies of the Cardbox Packaging Group. These include Cardbox Packaging Wolfsberg GmbH, Cardbox Packaging Pinkafeld GmbH (previously Schachnerpack), Cardbox Packaging s.r.o. and Cardbox Packaging Holding GmbH. We use the term 'Client' to indicate any individual or legal entity that is in a business relationship with Cardbox Packaging. The Client guarantees being a company. These General Terms and Conditions shall apply under exclusion of any terms and conditions of the Client, the ECMA conditions of sale for any contract of sale of goods signed by Cardbox Packaging and the Client (hereafter referred to as the 'Contract') as well as any eventual subsequent orders as part of an ongoing business relationship. An order by the Client shall be regarded as acceptance of these General Terms and Conditions. INCOTERMS in their current version by ICC (International Chamber of Commerce, currently: INCOTERMS 2010) shall apply only at an express written approval by Cardbox Packaging, and within the scope specified in such an approval.

1.2 / The offers of Cardbox Packaging are not binding.

1.3 / Orders or modifications in confirmed orders made by clients, as well as verbal agreements shall only be deemed accepted and binding if they are certified in writing by a person authorised to represent Cardbox Packaging. Silence on behalf of Cardbox Packaging shall not be regarded as approval. If the order confirmation by Cardbox Packaging contains changes to the original order, these changes shall be regarded as approved by the Client, should the Client not object to these within 24 hours. Cardbox Packaging shall take no responsibility or inspection obligation for any errors in order

confirmation if the rectification thereof is not claimed by the Client promptly, no later than one business day after receiving the order confirmation.

1.4 / Provided the Client is notified of this in advance, the Client shall compensate Cardbox Packaging any costs incurred due to a particularly costly offer preparation (e.t. samples, drafts), if the offer does not lead to an order.

1.5 / If after the order is confirmed, but before production, the Client should wish to unilaterally revoke or modify the contract, the Client shall obtain an appropriate permission by Cardbox Packaging, and cover the costs of completing the order, especially the raw materials purchased for the Client –such as cardboard or printing ink– as well as an expense flat rate in the amount of 10% of the value of the revoked order, which, in the mutually shared opinion of the parties represents a useful estimation of the damages incurred by Cardbox Packaging, and the possible additional costs incurred due to the modification of the order. Any other damage compensation by Cardbox Packaging shall remain unaffected by this.

1.6 / Cardbox Packaging shall remain the owner of the designs, punch tool, negative, plates, digital data and other means and materials that are produced by Cardbox Packaging to fulfil this contract. The Client shall have no right to publish such material, even if the Client has a degree of participation in its production or production costs.

1.7 / The designs, punch tools, negatives, plates, digital data and other means and materials produced by the Client shall be stored at Cardbox Packaging at the risk of the Client.

1.8 / Cardbox Packaging shall not take any warning, inspection or protection obligations for the designs, punch tools, negatives, plates digital data etc. produced or used in accordance with the order.

1.9 / The languages of the contract, order and complaints are German, English and the applicable official language of the country of Cardbox Packaging.

2. Delivery and transfer of risk

2.1 / The delivery periods and deadlines specified by Cardbox Packaging are valid ex factory, and are binding only with the confirmation of the order, but not before the receipt of the payments, documented letters of credit or bank guarantees agreed. The delivery is carried out exclusively for the intended purpose.

2.2 / In case of call orders, the ordered goods shall be made ready for dispatch for the confirmed delivery deadline (the date made known to the client in the order confirmation). If the Client does not call the ordered goods by the confirmed delivery deadline, default of acceptance shall occur. In this case, Cardbox Packaging shall have the right, subject to

Section 6, to demand acceptance of the ordered and manufactured goods 30 days after the delivery deadline.

2.3 / In the event of Cardbox Packaging not meeting a delivery deadline, the Client shall expressly set an appropriate grace period dependent on the current order situation of Cardbox Packaging. If such a grace period elapses unused or if Cardbox Packaging declares not to be able to deliver the goods, the Client shall have the right to terminate this contract. The termination shall take place in writing at Cardbox Packaging, one week after the expiry of the grace period. For framework contracts or follow-up delivery contracts, this termination right only extends to the specific delivery. Cardbox Packaging shall not take any responsibility for damages, especially for damages due to lost profits or indirect damages, occurring due to failure to meet a delivery deadline. If due to closures or unforeseeable loss of production capacity, Cardbox Packaging cannot supply any clients with deliveries, the parties consider that no delay that Cardbox Packaging should be responsible for takes place for the duration of such impairment.

2.4 / Unless otherwise expressly agreed in writing, Cardbox Packaging shall have the right to carry out the delivery as a single whole or in multiple partial deliveries.

2.5 / Unless otherwise expressly agreed in writing, Cardbox Packaging shall have the right, without the permission of the Client, to transfer orders to other Cardbox Packaging factories within the Cardbox Group, provided these factories are certified by the Client.

2.6 / Cardbox Packaging and the Client shall agree separately on the precise specification for the order. Should the precise specification for an order not be submitted or approved by the Client in good time, Cardbox Packaging shall be exempted from observing the delivery deadline specified. Setting a reasonable grace period for the specification, Cardbox Packaging shall reserve the right to terminate the contract, whereby Section 1.5 applies mutatis mutandis.

2.7 / The place of performance shall be the corresponding production plant of Cardbox Packaging or the corresponding dispatch warehouse, unless otherwise expressly agreed in writing (especially in the INCOTERMS form). As soon as the goods are ready for collection by the confirmed delivery deadline, the risks at the place of performance shall be transferred to the Client.

2.8 / Should, at the request of the Client, Cardbox Packaging send the goods to a location that is different from the place of performance, then the risks and hazards shall be transferred to the Client as soon as Cardbox Packaging hands over the goods to the forwarder, carrier or other person or organisation specified for the completion of the delivery.

2.9 / For free shipping, Cardbox Packaging shall reserve the right to select the forwarder, unless otherwise expressly agreed in writing.

3. Prices

3.1 / The total prices shall be presented as agreed, excluding VAT, in euros, unless a different currency was agreed on with the client. Payments may only take place in the currency agreed for the payments.

3.2 / Cardbox Packaging and the Client mutually agree that Cardbox Packaging will not have produced all the goods that are the subject of this contract for stock. Between the conclusion of the contract and the delivery of the goods, circumstances may arise that significantly increase the manufacturing costs of the goods to be produced, and that could not have been taken into account when calculating the price at the time of concluding this contract. If after the conclusion of the contract, but before the completion of the agreed delivery, a significant change in the prices of raw material or other direct costs in the amount –individually or in total– of more than 10% from the contractual price calculation, the price must be renegotiated. If such change in the specified cost factors –individually or in total– amounts to more than 20%, this –at the consensual agreement of the parties to this contract– shall constitute such a significant change in the costs of the above cost factors specified and foreseeable at the conclusion of the contract that maintaining this contract shall be regarded as unacceptable. In this case, each of the parties to this contract shall have the right to immediately terminate this contract after such a significant change in one or multiple of the above cost factors becomes known. Section 1.5 applies accordingly.

3.3 / Unless otherwise approved in writing by Cardbox Packaging (especially in the INCOTERMS form), the prices specified and confirmed in the price list shall be regarded as net prices, without duties, but including standard packaging and transport costs. Any additional incidental costs shall be covered by the Client.

3.4 / Should any currency other than the euro be agreed on with the Client, and should such currency lose its value as compared to the euro by 5% or more in comparison to the time of the conclusion of the contract, Cardbox Packaging shall have the right to increase the price to the extent that corresponds with such devaluation, including such an increase in the invoice, provided the Client is informed of this 10 days before such an increased invoice is issued min. 10 days prior to increased billing.

3.5 / Unless otherwise agreed, the current applicable price list shall apply, with any surcharges or deductions specified in it.

3.6 / Deviations in the invoiced price from the price specified in the order confirmation due to contractual service fees –such as storage fees or delivery amount surcharges or deductions– must be accepted by the Client.

3.7 / Call orders shall be bound to the presence of an effective storage agreement.

4. Payment conditions

4.1 / The Client shall only have the right to uncontested or legally established claims. Otherwise payments without deductions must be completed within 30 days from the invoice date, unless otherwise agreed in writing. Regardless of Section 2.7, the place of delivery of the payment shall be the registered address of Cardbox Packaging. Bills of exchange and cheques as payment methods as well as discounts as deductions shall only be accepted by Cardbox Packaging if they are expressly approved in the invoice. Money orders, bills of exchange and cheques shall be accepted only in fulfilment of performance and not in lieu of it. When paying with money orders, bills of exchange and cheques, the fulfilment occurs only on the value date of the bank credit note. Bank fees shall be covered by the Client. Cardbox Packaging shall take no responsibility for timely submission.

4.2 / In the event of a payment delay, default interest in the amount of 10% (per annum) over the 3-month EURIBOR rate for the invoiced currency shall be charged. Furthermore, Cardbox Packaging shall have the right to claim compensation of any costs incurred in relation to dunning notices, collection, inquiries and legal advice.

4.3 / If there are outstanding receivables for deliveries for which there is no reservation of ownership or for which such a reservation should already have been expired, the incoming payments shall be credited to these receivables first; only after these are covered, the receivables that still have reservation of ownership shall be covered. The Client shall pay for the accrued costs and other additional fees (e.g. default interest, dunning fees), and only then for the outstanding receivables from deliveries. Any payment references by the Client that are contrary to this shall be deemed invalid.

4.4 / In the event of significant deterioration of the financial situation of the Client, or in the event of cancellation or significant reduction in the credit insurance of the Client, Cardbox Packaging shall have the right, regardless of any granted grace period or acceptance of bills of exchange or cheques, to demand complete or partial payment of the purchase price or provision of additional, sufficient in the view of Cardbox Packaging sureties by the Client. Should the Client fail to comply with this requirement as part of payment against delivery, Cardbox Packaging shall have the right to terminate the contract subject to Section 1.5, setting an appropriate grace period.

4.5 / To the extent permitted by the law, Cardbox Packaging shall have the right to early termination of this contract with the simultaneous requirement to settle all the open payment claims subject to Section 6.2 below, provided the property of the Client –fully or partially– is subject to opened insolvency proceedings and an insolvency administrator or forced administrator is appointed or if the Client has agreed on a possible payment deferral with the creditors, or if the operation of the Client's company is fully or partially terminated,

or if the Client is subject to the same or similar payment delay provisions of the otherwise applicable legal regulations.

5. Reservation of ownership

5.1 / The delivered goods shall remain property of Cardbox Packaging until full payment of the purchase price together with all the default interest, dunning and collection costs, as well as other costs. The Client shall insure the reserved goods sufficiently.

5.2 / The Client shall have the right for processing and resale of the reserved goods within the usual scope of their business activities. Should the reserved goods with other products that are not property of the Client be processed into a new product, Cardbox Packaging gains joint ownership over a proportion this new product that corresponds to the value of the reserved goods. In case of resale of the goods subject to reservation of ownership by the Client, the resulting purchase price claim will be ceded as a security to Cardbox Packaging (extended reservation of ownership).

5.3 /At the request of the Client, Cardbox Packaging shall relinquish the claims assigned as a security, whereby the security interest of Cardbox Packaging is cancelled. The security interest shall be cancelled if the recoverable value of the claims permanently exceeds the cover limit of 110% for secured claims. It shall be assumed that the cover limit is reached when the estimated value of the claims at the time of the release request corresponds to 150% of the secured claims. Proof for a different recoverable value of the claims ceded as a security remains possible.

5.4 / The Client shall be obligated to make book entries stating the reservation of ownership and immediately notify Cardbox Packaging of any third-party seizures (particularly attachments) of the reserved goods or of assigned claims. Likewise, the ceding of the claim by the Client to Cardbox Packaging must be documented in an agreed form (e.g. a book entry) and be communicated to the contractual partner of the Client for financial reporting at the request of Cardbox Packaging.

6. Delays by the Client

6.1 / In case of delay or refusal in acceptance for more than 14 days, Cardbox Packaging, in addition to any of its other rights (e.g. termination with free sale at the expense of the Client), shall have the right to store the goods covered by the contract at the risk and expense of the Client, regarding them as properly transferred and accepted. The purchase price shall in this case be immediately payable.

6.2 / If the Client delays the payment of the amounts specified in the contract, after a period of 14 days after communicating this to the Client, Cardbox Packaging shall have the right to cancel any further deliveries until the corresponding amount is paid to Cardbox

Packaging. In case of a payment delay, Cardbox Packaging shall also have the right, after giving the Client a reasonable grace period as specified in the contract, to terminate the contract and to demand payment of all outstanding invoiced amounts, including those that are still not due, or deferred. In these cases the agreed price discounts shall be rendered invalid, and Cardbox Packaging shall have the right to apply the full invoiced amount without deductions.

6.3 / The exercise of any rights in handling cases of delay shall in no way create any liabilities or obligations by Cardbox Packaging towards the Client, particularly any obligations to compensate damages.

7. Force majeure

7.1 / With exclusion of any claims (particularly damage compensation claims) by the client, Events of force majeure shall grant Cardbox Packaging the right to defer the delivery deadline for the duration of such an event plus a reasonable start-up period, or to terminate the contract partially or fully.

7.2 / Force majeure includes any events whose causes lie outside the influence of Cardbox Packaging, including, without limitation:

7.2.1 / labour disputes of any kind, difficulties in material procurement or transportation options, closed borders, orders by public authorities, export embargos, or circumstances that impair the operation of Cardbox Packaging, or

7.2.2 / natural disasters, military actions, uprisings/revolutions, terrorism, sabotage, arson, fire, natural catastrophes, failure to obtain necessary official approvals, or

7.2.3 / delays in delivery or failures to deliver by suppliers of Cardbox Packaging, particularly as a result of energy or raw material supply crises, or if the procurement of raw materials with respect to the price and/or amounts cannot be carried out on economically acceptable terms, which at the time of concluding this contract was not foreseeable by Cardbox Packaging, as well as any other causes, for which Cardbox Packaging cannot be held responsible.

8. Intellectual property, third-party rights, legal regulations, non-disclosure

8.1 / The Client shall waive any claims against Cardbox Packaging for any damages arising from alleged or actual claims by third parties caused by the execution of the Client's order at first request in those cases, in which the execution thereof in accordance with the specifications, texts, figures, graphic representations, bar codes, labels etc. violated the rights of such third parties, e.g. industrial property rights. Cardbox Packaging shall not be held responsible for the data of the client violating any legal or government regulations.

8.2 / The Client shall expressly agree to the gratuitous use of industrial property rights of the Client by Cardbox Packaging within the scope that is reasonable or necessary for the completion of the order.

8.3 / The documents provided to the Client shall be used exclusively for the purposes of the contract, being thus confidential, and shall only be allowed to be disclosed to third parties with a written permission by Cardbox Packaging.

8.4 / The conclusion of a contract shall not affect the intellectual property and industrial property rights on box designs, patterns, drafts, samples, punches, punching dies, negative, printing plates, digital data or other tools of Cardbox Packaging. The Client shall not be granted by virtue of concluding a contract any rights of any kind over the intellectual property or industrial property rights of Cardbox Packaging. The Client shall be undertake to safeguard any intellectual property and industrial property rights of Cardbox Packaging and its suppliers; the Client shall be responsible for all the damages occurring as a result of violating this obligation. Should the Client use intellectual property or industrial property rights of Cardbox Packaging, the Client shall obtain a prior written approval from Cardbox Packaging and pay a reasonable user fee.

8.5 / Cardbox Packaging shall have the right to place the company name or a logo on the product manufactured, provided these do not compromise the design of the product.

9. Warranty

9.1 / Cardbox Packaging shall provide warranty to the properties of the goods (as of the day of transfer of risk) covered by the contract only to the extent expressly determined in writing and required by the law. Cardbox Packaging shall not provide any warranty for defects occurring due to inappropriate handling, due to normal wear, storage or other actions or inactions of the Client or third parties. Likewise, Cardbox Packaging shall not provide any warranty for a particular application of the goods covered by the contract, unless such application is expressly agreed upon in writing.

9.2 / A delivery shall be deemed completed in accordance with the contract if any quantity deviations of the goods delivered from Cardbox Packaging to the Client lie within the tolerance limit of +/-10%, and the delivery matches the agreed specifications or the international standards for the folding box industry. Common or negligible, or technically unavoidable deviations shall not be in any case regarded as defects with respect to the above provisions.

9.3 / It shall be expressly agreed that Cardbox Packaging will provide guarantees only for those properties, characteristics or specifications of the delivered goods that were agreed in writing at the time of concluding the contract (and not as part of any informal correspondence before or after).

9.4 / Printing proofs, images, texts and barcodes approved by the Client or its vicarious agent shall be binding. Manufacturing according to these specifications shall not constitute a cause for any complaint.

9.5 / Cardbox packaging shall not provide any warranty for the quality of the raw materials necessary for the production of the goods, e.g. cardboard, printing ink, lacquer or adhesive, provided the Client determines or approves the supplier of these raw materials.

9.6 / If the goods are stored for a longer period of time, damage can occur in further processing (e.g. discolouration, diminished operating characteristics, limited bonding ability). If, for reasons caused by the Client, further processing of the goods does not take place within a period of 6 months from the time of delivery or call, or if, for reasons caused by the Client, the goods are stored for more than 6 months before further processing, such damage in the goods shall be accepted in accordance with the contract.

9.7 / The client shall be obligated to inspect the delivered goods for defects immediately after delivery, and in any case before processing the goods. Should the client wish to use the defective or reported goods, this shall require prior written approval by Cardbox Packaging. The following provisions shall additionally apply in enforcing damages:

9.7.1 / in case of quantity defects (excessive/insufficient delivered amounts, subject to the contract) the notice of defects shall be communicated immediately, and in any case within seven days after receiving the documents that show the delivered amount, or after delivery;

9.7.2 / in case quality defects can be found in the goods or packaging thereof via a visual inspection or sampling, the notice of defects shall be communicated immediately, and in any case within seven days after delivery;

9.7.3 / if case quality defects cannot be found via a visual inspection or sampling, the notice of defects shall be communicated immediately after the defect is found, but no later than three months after the delivery. Complaints and defects reported later shall not be accepted.

9.7.4 / The Client shall be obligated to check the compliance of the goods in case organoleptic sensitive packaging content before processing and to report any defects immediately.

9.8 / In case of a defect complaint, the Client shall precisely state the product, specify in detail the individual defects and at the same time provide Cardbox Packaging with documents necessary for evidence purposes. The complaint must be executed in writing and filed exclusively against Cardbox Packaging (and not a third party, e.g. the transport company). If the defect complaint is communicated not in accordance with the above provisions (particularly Section 9.7 above), no warranty, damage compensation or other claims of the Client whatsoever shall be accepted.

9.9 / Until the clarification of circumstances, the Client shall store the goods appropriately and insure them for the purchase price in the interest of both the parties to the contract. The Client is furthermore obligated to report as soon as possible, but always within the time period specified for this purpose in the transport contract, to the forwarder (carrier) any suspicions of transport damage.

9.10 / A defect in the delivery shall be, at the discretion of Cardbox Packaging, be remedied with free-of-charge correction or replacement of the goods. Should such correction or replacement be impossible, or leading to disproportionately high costs for Card Packaging, the Client shall have the right to price reduction. Any further claims, particularly the right to convert, damage compensations including lost profits or substitute performance, within the limits permitted by the law, shall not be accepted. A legal assumption that the goods were defective at their transfer shall not be accepted if a defect occurs within the first six months after the transfer.

9.11 / Warranty claims of the Clients shall lapse six months after the risk transfer, provided warranty claims are not already voided subject to Section 9.6. If such a six-month warranty period cannot be agreed on as effective under the applicable law, this period of limitation shall be chosen to be the shortest possible allowed by the applicable law. The duration of any acceptance delay shall be calculated into this period, shortening it.

9.12 / The fulfilment of warranty obligations by Cardbox Packaging requires the fulfilment of all the contractual obligations by the Client, particularly the agreed payment conditions.

10.Liability

10.1 / Any claims against Cardbox Packaging not expressly admitted in the contract or these General Terms and Conditions shall not be accepted to the extent permitted by the law.

10.2 / Claims of the Client for damage compensation shall be regarded as time-barred if no communication concerning the damage is made for six months. If such a six-month period of limitation for making damage compensation claims cannot be agreed on as effective under the applicable law, this period of limitation shall be chosen to be the shortest possible allowed by the applicable law.

10.3 / No liability by Cardbox Packaging with respect to slight negligence shall be accepted, with the exception of personal injury and mandatory legal provisions.

10.4 / According to the contract and these General Terms and Conditions, the damage compensation claims existing on the basis thereof shall be limited to the amount of the purchase price, except for cases of gross negligence and wilful intent. No liability for lost profits, indirect damages and consequential damages shall be accepted, except for cases

of gross negligence. No liability for unforeseeable damages shall be accepted, provided this is permitted by the law applicable to the contract.

11. Product liability

11.1 / The Client shall only use the products manufactured, imported or marketed by Cardbox Packaging in accordance with the intended purpose; the Client shall make sure that such goods (as well as raw materials or component products) are provided for intended use or marketing only to those persons who are familiar with the product hazards and product risks.

11.2 / Special properties of products by Cardbox Packaging shall only be deemed to be agreed on, if these are expressly guaranteed in writing. Cardbox Packaging shall not take any responsibility for damages occurring due to errors in the structure of a product, in which goods by Cardbox Packaging were included, or due to instructions by the manufacturer of this product.

11.3 / Using goods supplied by Cardbox Packaging as raw materials or components products of the Client's own products and when marketing such products, the Client shall be additionally required comply with their product liability obligation with respect to the goods supplied by Cardbox Packaging.

11.4 / The Client shall be obligated to monitor the products marketed by the Client after they are brought into circulation for harmful properties or dangerous consequences of use, to follow the development of science and technology concerning such products, and to immediately inform Cardbox Packaging of any defects in the goods delivered by Cardbox Packaging found as a result of such observations.

11.5 / The Client shall be obligated to indemnify Cardbox Packaging for all liabilities, losses, damages, costs and expenses incurred by Cardbox Packaging as a result of the failure to fulfil the above obligation by the Client.

11.6 / If, subject to mandatory provisions of the product liability law, the Client or Cardbox Packaging make a replacement for a third party due to a defect in a product, in case of recourse, the Client shall be required to provide evidence that the defect in the processed product was caused or partially caused by a defect in the goods delivered by Cardbox Packaging. Otherwise, such claims shall not be accepted, excluding cases of wilful intent and gross negligence.

12. Waiver

12.1 / Any failure by Cardbox Packaging to exercise or enforce its rights subject to these General Terms and Conditions shall not be deemed a waiver of the corresponding rights,

so that Cardbox Packaging expressly reserves the right for a later exercise or enforcement of these rights.

13. Applicable law, place of jurisdiction

13.1 / The contract and these General Terms and Conditions shall be subject to the material national law of the host country of Cardbox Packaging in the version that is effective at the time of signing the contract.

13.2 / The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall hereby be expressly excluded, subject to Section 6.

13.3 / The exclusive jurisdiction for any disputes resulting from or related to a specific contract subject to these General Terms and Conditions and violation, termination or invalidity thereof shall be the local and competent court of the location corresponding to the company address of Cardbox Packaging.

14. Miscellaneous

14.1 / Statements on behalf of Cardbox Packaging shall only be legally binding if they are made by authorised persons (including company managers, authorised signatories, authorised agents) in the required amount.

14.2 / Any agreements made between Cardbox Packaging and the Client shall require execution in writing. Additional verbal agreements shall be invalid. Changes and additions to these General Terms and Conditions shall only be valid if they are agreed upon in writing. The writing form requirement can be met by fax or e-mail.

14.3 / Should certain provisions of a single contract or these General Terms and Conditions be rendered partially or fully ineffective, the other provisions shall remain effective. In case of partial ineffectiveness, the contract parties shall undertake to replace the ineffective provisions with provisions whose purpose is as close to that of the ineffective provisions as possible.

15. Electronic transmission of documents

15.1 / If this is accepted by the Client separately and in writing, the documents relevant for their order (e.g. order confirmation, delivery note, invoice) shall be communicated to the Client via e-mail or any other digital form. Any communication via the e-mail or other electronic address specified by the Client shall be regarded as received at the time such communication is sent.