

Graphic Packaging International France S.A.
STANDARD TERMS AND CONDITIONS FOR PURCHASE

1. INTERPRETATION

1.1. In these Conditions:

"Buyer" means Graphic Packaging International France S.A. (a company registered in France with company number 347 892 093) and whose registered office is at Les Hauts de Masnières-2, Allée des Chênes, 59241 Masnières, France t/a Graphic Packaging International.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Confidential Information" means any non-public information disclosed whether in writing, verbally or by any other means by one Party to the other Party, which may include, but is not limited to, scientific, technical, marketing, business, financial, operational, administrative and economic information related to past, present and future products, services, business plans, experience, documents or data related to the manufacturing products, plans, processes, projects, systems, schemes, drawings, costs, equipment, materials, samples, technology, packaging as well as any visual information;

"Contract" means a contract for the sale and purchase of Goods between the Seller and the Buyer in accordance with these Conditions and including these Conditions.

"Delivery Address" means the address for delivery stated in the Order.

"Goods" means the goods and/or services (including any instalment of the goods or services, or any part of them) described in the Order.

"Order" means the Buyer's purchase order to which these Conditions are annexed.

"Price" means the price of the Goods calculated in accordance with condition 4.

"Seller" means the person who accepts (or is deemed to accept) the Buyer's Order.

"Specification" includes any plans, drawings, data or other information relating to the Goods.

The words "include" and "including" shall be construed without limitation. A reference to a law or statute is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

Words denoting the singular shall include the plural number and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.

As used in the Conditions, "written" or "in writing" shall include communications by fax, email, EDI or any other electronic medium.

2. PURCHASE ORDER

2.1. The Order constitutes an offer by the Buyer to purchase the Goods subject to these Conditions and includes an Order Number. Acceptance or execution of the Order shall be conclusive proof of the Seller's acceptance of these Conditions.

2.2. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or in the course of dealing. Without prejudice to the foregoing, no terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of order, specification, delivery note, invoice or similar documents shall form part of the Contract.

2.3. Save where the Seller and Buyer have expressly agreed in writing to the contrary, the Order will be deemed to be unconditionally accepted by the Seller on the earlier of (i) the date falling 5 days after the date of the Order or (ii) the Seller giving express notice of acceptance of (or impliedly, by fulfilling) the Order.

2.4. No variation to the Order, these Conditions or the Price shall be binding on the Buyer unless confirmed in writing by a director of the Buyer or a person with the designation "Director" of the Buyer.

3. SPECIFICATIONS

3.1. The quantity, quality and description of the Goods shall be as specified in the Order and/or in any Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer. If no Specification is specified or agreed to by the parties, then the Goods shall conform to standard industry specifications. No changes shall be made to the Specification without the prior written consent of the Buyer.

3.2. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods at the premises of the Seller or at any other location prior to dispatch and, upon request, shall provide the Buyer with reasonable facilities for inspection and testing. Notwithstanding inspection or testing, the Seller shall remain fully responsible for the Goods and any inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

3.3. If upon inspection or testing of the Goods the Buyer is not satisfied that the Goods comply or will comply in all respects with the Contract, and the Buyer so informs the Seller within 14 days of inspection or testing, the Seller shall immediately take such steps as are necessary to ensure that the Goods comply in all respects with the Contract.

4. PRICE

4.1. The Price shall be as stated in the Order or as otherwise agreed in writing between the Seller and the Buyer and, unless otherwise so stated, shall be:

4.1.1. exclusive of any applicable Value Added Tax and

4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports or levies other than Value Added Tax.

4.2. If the Seller seeks to impose an increase in the Price or the Price is not otherwise agreed between the Seller and the Buyer, the Buyer may, without liability, terminate and/or cancel the Order and/or the Contract.

5. PAYMENT

5.1. The Seller shall be entitled to invoice the Buyer on or at any time after delivery or where appropriate, commissioning of the Goods.

5.2. The applicable payment period shall be set forth in the Order.

5.3. The Buyer may refuse to make payment in respect of any invoice which does not clearly identify the Buyer's relevant Order and the specific Goods for which payment is claimed.

5.4. Without prejudice to its other rights and remedies, the Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

5.5. Payment by the Buyer shall not constitute an acknowledgment that the Goods comply with the Contract.

6. DELIVERY and DELAY

6.1. The Goods shall be delivered to the Delivery Address on the date(s) stated in the Order during the Buyer's usual business hours in accordance with Incoterms designated in the Order or the Contract. If no Incoterms are agreed between the Parties, the Goods shall be delivered in accordance with Incoterms (2020) DDP at the Buyer's location.

6.2. The Seller shall ensure that the Goods shall be marked in accordance with the Buyer's instructions and are properly packed and secured so as to reach their destination in an undamaged condition.

6.3. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

6.4. The Buyer shall be entitled to reject any Goods which do not comply with the Order and/or Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.

6.5. The Seller shall supply the Buyer with all information required to enable the Buyer to properly consider acceptance of the Goods. This shall include without limitation (a) the date of the Order, (b) the Order Number, (c) instructions to enable the Buyer to properly store the Goods, and (d) if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

6.6. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and remain at the Seller's risk and shall be returnable at the Seller's expense.

6.7. Where delivery is effected by a carrier then such carrier shall be deemed to be the responsibility/agent of the Seller.

6.8. The time for delivery of the Goods is of the essence of the Contract. The Seller must notify the Buyer immediately if it cannot supply on time and must take every possible step to supply to the original date or any earlier or later date agreed to by Buyer.

6.9. If the Goods are not delivered on the due date, then, without prejudice to the Buyer's other rights and remedies, the Buyer shall be entitled to exercise any one or more of the following:

6.9.1. cancel the Contract in whole or in part;

6.9.2. refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

6.9.3. recover from the Seller any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and/or

6.9.4. claim damages for any additional costs, losses or expenses incurred by the Buyer which are attributable to the Seller's failure to deliver the Goods on the due date.

7. TRANSFER OF RISK AND TITLE

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon completion of delivery of the Goods.

7.2. Without prejudice to Article 7.1., ownership of the Goods shall pass to the Buyer upon delivery of the Goods, unless payment for the Goods is made prior to delivery, when ownership shall pass to the Buyer upon payment.

8. WARRANTY

8.1. The Seller warrants to the Buyer that the Goods:

8.1.1. will be of good and merchantable quality and fit for its normal purposes and for such specific purpose as indicated by the Buyer.

8.1.2. will be free from defects in design, material and workmanship.

8.1.3. will comply with the Order and will correspond with any relevant Specification or sample;

8.1.4. will comply with statutory requirements and regulations relating to the design, manufacture, labelling, packaging, storage, handling, delivery, commissioning, sale or provision of the Goods.

8.1.5. The Seller has a good transferable title to the Goods, free from any liens, charges, or claims.

8.2. The Seller will immediately inform the Buyer if at any time the Seller

becomes aware (whether prior to or after delivery of the following) of any nonconformity of the Goods to the warranties and agreed specification.

- 8.3.** All warranties shall survive inspections, test and acceptance by Buyer, and Seller's obligations under these warranties shall not be affected by inspection, test, acceptance or use.
- 8.4.** Seller agrees to promptly replace or correct defects in any such items or services not conforming to the warranties hereunder, or the Contract, and the specifications, without expense to Buyer, upon notice by Buyer.
- 8.5.** In the event of failure by Seller to correct defects in or replace nonconforming Goods promptly, Buyer, after reasonable notice to Seller, may make such correction or replacement and charge Seller for the costs incurred by the Buyer thereby.
- 8.6.** Without prejudice to the foregoing, in case of nonconformity of the Goods, the Buyer be entitled, without liability to exercise one or more of the following:
- 8.6.1.** to terminate the Order with immediate effect by giving written notice to the Seller if the deviation from the Contract cannot be fixed in a reasonable time period.
- 8.6.2.** to reject the Goods, in whole or in part, at the risk and cost of the Seller on the basis that a full refund for the Goods so rejected.
- 8.6.3.** to claim damages for any additional costs, losses or expenses incurred by the Buyer which are attributable to the Seller's failure to supply the Goods in accordance with this Contract or Order.

9. INDEMNITY

- 9.1.** The Seller shall indemnify, defend, protect and hold harmless GPI, its employees, agents, servants, successors and assigns from and against any and all losses, damages, injuries, claims, demands, expenses, including legal fees and expenses, of whatever nature, arising out of the condition (including, but not limited to, latent and other defects and whether or not discoverable by it) of the Products under this Agreement, or arising out of acts or omissions of the Seller in performance of its obligations hereunder, or arising out of the performance of any services by or on behalf of the Seller for the Buyer resulting in injuries to or death of any person or persons or damage to any property occasioned by acts or omissions of the Seller, its officers, employees, agents or subcontractors, whether or not negligent, except when due to the gross negligence of the Buyer.
- 9.2.** The Seller shall indemnify, defend, protect and hold harmless the Buyer, its employees, agents, servants, successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of (i) infringement or claim of infringement of any patent rights, trademark, tradename, copyright or any other intellectual property right based on the sale, purchase or use of the items or services covered by this Agreement, and (ii) employment related matters regarding the Seller's employees.

10. CONFIDENTIALITY

- 10.1.** The Seller shall use the Confidential Information received from the Buyer and/or from any Buyer's Affiliates only for the performance of the relevant Order. The existence of these Conditions and/or the Order shall be considered as Confidential Information. Only the Personnel who needs to have access to such Confidential Information to carry out the performance of the Services and/or the delivery of the Goods shall have access to the relevant Confidential Information, on a strict need-to-know basis. The Seller agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees and agents (if any) to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information.

11. FORCE MAJEURE

- 11.1.** Neither party shall be liable for delay in its performance of its obligations and responsibilities under these Conditions and/or the Order due to causes beyond its control such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Seller should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favour of any other customer in making deliveries of such items. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part.

12. TERMINATION

- 12.1.** The Buyer shall be entitled to cancel the Order and/or terminate the Contract by giving 30 (thirty) days notice to the Seller in which event the Seller shall discontinue any further work on the Order and the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.
- 12.2.** Without prejudice to its other rights and remedies, the Buyer shall be entitled to terminate, without liability, the Contract, in whole or in part by giving notice to the Seller at any time if, the Seller:

- 12.2.1.** announces a cessation of its business, elects to dissolve and wind-up its business, makes a general assignment for the benefit of creditors, or petitions for or appoints (or a third party causes to be appointed for such party) a receiver, custodian or trustee to take possession of all or substantially all of such party's property.
- 12.2.2.** is subject to change of control, amalgamation or other restructuring operation, where the entity acquiring control is a competitor of the Buyer.
- 12.2.3.** fails to comply with applicable regulatory requirements, related among others to health and safety, anti-bribery and/or anti-corruption law.
- 12.2.4.** infringes any obligations of confidentiality as set out in Article 10 hereunder.
- 12.2.5.** infringes intellectual property rights of third parties regarding the Goods sold to the Buyer hereunder.
- 12.2.6.** fails to observe or perform any of its obligations under the Contract, these Conditions, and/or the Order, including failing to comply with the Buyer's Global Code of Conduct.

13. INSURANCE

- 13.1.** The Seller must have and maintain both during the term of the Contract and for a period of two years after delivery of the Goods, insurance cover with a reputable insurer sufficient to cover any and all loss or costs that may be incurred and/or for which the Seller is liable in connection with the supply of the Goods, including, as appropriate, Product Liability, Public Liability and Professional Indemnity. The Seller must provide evidence of such insurance upon request from the Buyer from time to time.

14. STATUS OF THE SELLER

- 14.1.** The Seller shall act under these Conditions only in the capacity of an independent contractor. In no event shall the Seller be or be deemed to be an employee or agent of the Buyer. Neither the Seller (if an individual) or its employees (if a company) shall be entitled to any medical insurance or other benefits normally provided by the Buyer to its employees. The Seller has no power or authority to act for, represent, or bind the Buyer, its parent, subsidiaries and/or other affiliates.

15. GLOBAL CODE OF CONDUCT

- 15.1.** In performing its obligations under these Conditions, the Contract and/or the Order, the seller agrees to comply with the Buyer's Global Supplier Code of Conduct, which is available at the following link: <https://www.graphicpkg.com/supplier-resources/supplier-code-of-conduct/>

16. PERSONAL DATA PROTECTION

- 16.1.** The Parties shall comply with all applicable data protection laws and regulations currently in effect or as subsequently updated, amended, or revised, amongst which, without limitation, the EU General Data Protection Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, (GDPR).

17. GENERAL

- 17.1.** Notices shall be addressed to the addresses of the Parties indicated in the Order.
- 17.2.** The Seller shall not assign and/or subcontract the Order, or any part thereof as well as any right or obligation thereunder, save expressly and separately authorised in writing and in advance by the Buyer. In any event, when expressly authorized by the Buyer in writing, the Seller shall remain responsible for the performance of the Order. The Buyer may at any time, subject to prior written notice to the Seller, assign the Order, in full or in part, to any of the Buyer's Affiliates.
- 17.3.** If any provision of the Contract is found by any court or other body of competent jurisdiction to be wholly or partly illegal, invalid, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness be deemed severable and the remaining provisions of such provision and the Contract shall continue in full force and effect.
- 17.4.** Clauses which expressly or by implication survive termination of this Contract or delivery of the Goods pursuant to the relevant Order shall continue in full force and effect.
- 17.5.** The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 17.6.** The Contract, the Order and all legal relationships between the Buyer and Seller shall be governed by the laws of France. All disputes which may arise between the parties in relation to or in connection with these Conditions, the Contract or the Order or for any breach of them, shall be submitted to the exclusive jurisdiction of the Courts having jurisdiction over the location of the registered address of the Buyer.

Seller Legal Entity: _____

Accepted by: _____ / _____
Authorized Signature Printed Name

Title: _____ **Date:** _____