

GENERAL TERMS AND CONDITIONS OF PURCHASE



1. GENERAL PROVISIONS This document constitutes an offer or counteroffer by Amcor Flexibles Do Brasil Indústria e Comércio de Embalagens Ltda; and/or Amcor Flexibles Três Lagoas Ltda; and/or Amcor Flexibles Rondonópolis Ltda; and/or Laminados do Brasil Indústria e Comércio Ltda; and/or Amcor Flexibles Brasil Ltda. ("Buyer") to purchase from Seller, under the terms and conditions described herein, the Goods/Services (as defined below) set forth in Buyer's purchase order, or in the Memorandum of Understanding or Supply Agreement between the parties (each a "Sales Document" and collectively with these General Terms and Conditions of Purchase, the "Contract"). "Goods" refers to the products, equipment, materials, parts, assemblies, drawings, documents, or services provided by the Seller covered under the Contract. The capitalized terms used throughout these General Terms and Conditions of Purchase have the meanings established in the applicable Sales Document.

2. ACCEPTANCE OF OFFER This document does not constitute an acceptance of any offer made by the Seller. All sales made by the Seller to the Buyer are expressly limited and conditioned upon the Seller's acceptance of these General Terms and Conditions of Purchase. All terms and conditions, if any, proposed by the Seller are hereby rejected. No additional or different terms and conditions shall have any force or effect unless specifically agreed to in writing by the Buyer. The Contract, including all items incorporated by reference, constitutes the final and complete understanding between the Buyer and Seller with respect to the Goods/Services. No additional or different terms or conditions from those set forth herein shall become part of any agreement between the Seller and the Buyer unless expressly defined in an agreement in a document signed by the Parties.

3. PRICE TERMS

(a) Terms. The Goods/Services will be delivered to the Buyer at the price(s) established in the Contract. The Seller represents that the Prices established in the Contract are complete, and no additional costs of any kind will be included in the Price without the express written consent of the Buyer.

(b) Discounts. If applicable, all discount periods established in the Contract shall be computed from the date the Buyer receives a final invoice for the Goods/Services. Cash discounts will be based on the total invoice amount, excluding shipping and taxes.

(c) Invoices and payment. The Seller shall not issue any invoice before the Buyer receives the Goods/Services. The Seller agrees to itemize all state and federal taxes, sales and use taxes, as well as shipping, separately on the invoice.

(d) Shipping fees. The Seller shall itemize on the invoice all shipping expenses for which the Seller is entitled to reimbursement separately, with the applicable shipping invoice receipt attached to it. No shipping insurance cost is allowed unless expressly authorized and in writing by the Buyer. Any excess expense resulting from the use of

transportation not authorized in writing will not be reimbursed by the Buyer. The Seller must release rail or truck shipments at the lowest valuation allowed in the rate or classification.

(e) Drawback rights. The Seller undertakes to inform the Buyer of any customs duties that are transferable from the Seller to the Buyer, and upon request of the Buyer, transfer such rights to the Buyer. The Seller shall provide any necessary documents to the Buyer required to obtain such tax drawback, in accordance with Decree Law No. 37 of 11/21/66 and other applicable legislation and communications from the Secretariat of Foreign Trade and the Brazilian Federal Revenue Service.

4 DELIVERY

(a) Transportation. The Seller agrees to package all Goods/Services using best commercial practices to prevent damage and deterioration of the products. The Seller shall reimburse the Buyer for all expenses incurred due to inadequate packaging. The Seller shall make shipments in accordance with the Buyer's instructions.

(b) Risk of Loss. The shipment will be carried out as described in the Contract. For domestic shipments within Brazil, shipments will be made via CIF shipping. If the Contract specifies an Incoterm different from that provided in these terms, the delivery time and the risk of loss of the Goods/Services will be as per the specified Incoterm.

(c) Shipping releases. All shipments and deliveries must conform to the quantities and schedules established in the Contract. Time is essential in the performance of the Contract. The Seller shall not make early, delayed, partial, or excess deliveries without the express written approval of the Buyer. The Buyer is not obligated to pay for or accept excess quantities, materially untimely deliveries, or partial shipments, and such shipments may be returned at the Seller's own risk and expense. If the Buyer chooses to accept any delivery that does not conform to the schedule or quantity terms of the Contract, a handling cost may be charged to the Seller by the Buyer.

d) Delays. The Seller shall promptly notify the Buyer of any (i) delay or failure to comply with any specification of the Contract, or (ii) delays that the Seller believes are caused by alleged failures of the Buyer to fulfill any of its obligations under the Contract.

5. INSPECTION AND ACCEPTANCE OF GOODS/SERVICES. The Seller shall conduct the necessary inspections and tests to determine if the Goods/Services comply with the requirements of the Contract. Acceptance of Goods/Services shall be subject to quality inspection or testing to be conducted by the Buyer, to the extent possible, at reasonable times and locations. No inspection, testing, delay, or failure in testing, or failure to discover any defect shall exempt the Seller from its obligations or impair the rights or remedies of the Buyer under the terms of the Contract. Payment by the Buyer shall not constitute final

acceptance of the Goods/Services. Defective or non-conforming Goods/Services shall be returned at the Seller's expense and risk, at the full invoice price plus any transportation costs, if applicable. No replacement of defective Goods/Services shall be made unless previously accepted by the Buyer in writing. The Buyer has the right to reject and return part of the Goods/Services that may be defective or not meet applicable specifications, without invalidating the remainder of the order.

6. CHANGES The Buyer may request changes to the delivery schedule, quantities, delivery location, packaging, shipping instructions, and specifications, subject to the Seller's approval, which shall not be unreasonably withheld. Any change request affecting the price of the Goods/Services, delivery schedules, or the Seller's ability to fulfill the terms of the Contract shall be subject to a fair adjustment. The Seller shall promptly notify the Buyer if an adjustment is anticipated, and such adjustment must be accepted by the Buyer. The Seller shall deliver to the Buyer, within thirty (30) days of the Buyer's request for amendment, a claim for an equitable adjustment commercially reasonable and all documentation requested in support of such claim.

7. TERMINATION

(a) Convenience. The Buyer may terminate the Contract, in whole or in part, for any reason, or without giving any reason, by providing written notice to the Seller with ten (10) days' advance notice. The Buyer shall compensate the Seller for all Goods/Services produced and/or performed up to the effective date of termination, unless otherwise agreed upon in writing. The Seller shall provide the Buyer with a request for compensation, detailing all costs for Goods/Services produced and/or performed up to the effective date of termination, within thirty (30) days of the effective termination date.

(b) Cause. The Buyer may terminate the Contract immediately if any of the following events occur: (i) The Seller fails to meet any requirement or obligation under the Contract and does not remedy such non-compliance within thirty (30) days after Buyer's notice to Seller of such non-compliance; (ii) The Seller violates any laws, regulations, statutes, ordinances, rules, orders, judgments, decrees, or authorizations applicable to the production and/or performance of the Goods/Services ("Laws"); (iii) The Seller becomes insolvent, files for bankruptcy, declares bankruptcy, liquidates, or makes any assignment for the benefit of creditors; or (iv) The Seller breaches these Terms, including but not limited to failure or delay by the Seller in fulfilling any obligations.

Upon such termination, the Buyer shall be relieved of all its duties and obligations under the Contract, including, without limitation, its obligation to pay the Seller for Goods/Services produced and/or performed but not accepted by the Buyer.

8. WARRANTIES

(a) Express warranties. The Seller expressly warrants for a period of one (1) year after acceptance of the Goods/Services by the Buyer (the "Warranty Period") that all Goods/Services will: (i) conform to all specifications, drawings, instructions, descriptions, and/or statements on containers or labels; (ii) be free from defects in materials and

workmanship and be new and of the highest quality; (iii) be delivered free and clear of any liens and encumbrances; (iv) be merchantable; (v) be properly packaged, marked, and labeled; (vi) be performed by the Seller competently, in a workmanlike manner, and in accordance with industry standards; (vii) be manufactured in compliance with all applicable laws.

(b) Survival. These warranties shall survive any inspection, testing, delivery, acceptance, use, and payment by the Buyer, and shall inure to the benefit of the Buyer, its successors, assigns, customers, and users of the Buyer's products. The Buyer's approval of the Seller's design, material, process, drawing, specifications, or similar shall not be deemed a waiver of the warranties set forth in this Section 8, as well as under applicable laws.

(c) Legal remedy for non-conforming products. If the Buyer breaches any of the express warranties set forth in this Section 8 during the Warranty Period, the Buyer may, at its discretion: (i) retain the non-conforming Goods/Services in whole or in part with an appropriate adjustment to the price of such Goods/Services; (ii) require the Seller to repair or replace the non-conforming Goods/Services at the Seller's sole expense, including all costs of transportation and installation; or (iii) receive a refund for the price of the Goods/Services, including any applicable transportation costs.

9. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment, documents, or other materials that have been provided or paid for by the Buyer and are in the possession of the Seller for the manufacture of the Goods/Services under the Contract shall always remain the personal property of the Buyer. The Seller is obligated to properly maintain and protect the Buyer's property at all times. The Seller shall not mix the Buyer's property with its own property or with the property of third parties. The Seller may not remove the Buyer's property from its premises without the prior written approval of the Buyer. The Seller assumes the risk of loss or damage to the Buyer's property while it is in the Seller's possession. The Buyer may enter the Seller's premises at any reasonable time to inspect its property and the Seller's records related to it. The Seller agrees to use the Buyer's property only in fulfilling the Seller's obligations under the Contract with the Buyer.

10. PUBLICITY Neither party shall disclose to the public or announce in any way that they have a business relationship without the prior written consent of the other party.

11. INDEMNIFICATION.

(a) Violation. The Buyer may return any Goods/Services and immediately terminate the Contract for cause upon a claim that the sale or use of the Goods/Services by the Buyer infringes any patent, design, trade name, trademark, copyright, or other intellectual property right of a third party.

The Seller shall indemnify, defend, and hold harmless the Buyer and its customers from and against any and all liability, loss, or expense, including reasonable attorneys' fees and costs, arising out of any third-party intellectual property rights or unfair competition claim related to the Goods/Services

provided by the Seller.

(b) **Product indemnification.** The Seller shall indemnify, defend, and hold harmless the Buyer and its customers against any and all product recalls, claims, demands, liabilities, suits or actions, losses, or expenses, including reasonable attorneys' fees, arising out of the Seller's breach of any representation, warranty, laws, obligation, or requirement under the Contract, including claims arising from injuries, illnesses, and/or death caused by the use of the Goods/Services, unless caused by the Buyer's intentional misconduct.

(c) **Defense of Claims.** In the event of any action or claim under this Section 11, the Buyer shall notify and tender the action to the Seller, and the Seller shall defend the action at its sole cost and expense. The Buyer shall provide reasonable assistance to the Seller in any defense, as the Seller may request, at the Seller's expense. If the Seller fails to assume such defense, the Buyer may defend the action in such manner as it deems appropriate, and the Seller shall reimburse the Buyer for all costs incurred in such defense, including payment of any settlement or judgment.

12. COMPLIANCE WITH LAWS. The Seller shall comply with all Laws, including, without limitation, (a) the Consolidation of Labor Laws (Decree-Law No. 5.452/1943); (b) Environmental Crimes Law (Law No. 9.604/1998); (c) Law on Administrative Improbity (Law No. 8.429/1992); (d) the Anti-Corruption Law No. 12.846/2013; (e) General Personal Data Protection Law (Law No. 13.709/2018). The Parties also acknowledge being aware of the anti-corruption and anti-bribery regulations applicable to the Terms and commit to faithfully comply with them, both personally and on behalf of their partners, administrators, and collaborators.

13. INSURANCE. The Seller shall maintain insurance coverage in amounts not less than R\$ 6,000,000.00 (six million Brazilian Reais) for the following items: (a) as provided in the Collective Bargaining Agreements of the categories of its professionals; (b) Employer's Liability; (c) Comprehensive General Liability (including Products/Completed Operations for each person and per occurrence (property damage)). The Seller shall name the Buyer as an additional insured on such policies. Upon request by the Buyer, the Seller shall provide endorsed insurance certificates setting forth the amounts of coverage, policy numbers, and expiration dates for the insurance maintained by the Seller. Such certificates shall provide that the Buyer will receive thirty (30) days' prior written notice from the insurer of any cancellation or reduction in the amount or scope of coverage. The purchase of insurance coverage by the seller and the provision of insurance certificates shall not exempt the Seller from its obligations or liabilities under the Contract.

14. LIMITATION OF LIABILITY. Under no circumstances shall the Buyer be liable to the Seller for any consequential, indirect, punitive, or special damages.

15. REMEDIES. The rights and remedies of the Buyer shall be cumulative and in addition to any other rights or remedies provided by law or equity. Waiver or non-exercise by the Buyer of any right or remedy shall not affect any other rights or remedies, even if arising subsequently under the same or similar clause.

16. ASSIGNMENT. Neither party may assign its rights and/or obligations under the Contract to third parties without the express written consent of the other party.

17. CONFIDENTIALITY. All terms and conditions of this Contract and all Confidential Information belonging to the Buyer disclosed or obtained as a result of this Contract shall remain confidential and shall not be disclosed to third parties or used by the Seller for any reason (except in fulfilling its obligations herein) without the prior written consent of the Buyer. The confidentiality restrictions contained in this Section shall apply perpetually.

For purposes of this Contract, "Confidential Information" means any commercial, financial, marketing, technical, or manufacturing information, or any intellectual property, owned or controlled by the Buyer, or any other information that the Seller should reasonably conclude to be confidential, in any form or medium, whether disclosed orally, electronically, or in writing, together with any reproductions of such material in whole or in part, in any form or medium.

18. GOVERNING LAW and JURISDICTION All transactions to which these terms and conditions apply shall be governed and interpreted according to Brazilian law, and the parties elect the forum of the district of São Paulo, in the state of São Paulo, to settle any judicial disputes arising from this Agreement, waiving any other, no matter how privileged it may be.