

GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTCs")

These GTCs shall apply to all sales and deliveries of Goods and/or Services made by Seller to Buyer, howsoever made.

1. DEFINITIONS & INTERPRETATION

1.1 "Business Day" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

1.2 "Buyer" means the Amcor entity purchasing the Goods and/or Services.

1.3 "Consumer Territory" means the jurisdiction(s) in which the Buyer and/or its customers will import and/or put on the market or otherwise sell to consumers products containing or packaged in the Goods (or products for which the Goods are a component). The Consumer Territory applicable to these GTCs is as specified by Buyer, stated in the Purchase Order and/or reasonably inferred from the context of the purchase of the Goods and/or Services.

1.4 "Deliverables" means any outputs of the Services and any other documents, products and materials provided by the Seller to the Buyer as specified in the Purchase Order and any other documents, products and materials provided by the Seller to the Buyer in relation to the Services.

1.5 "Delivery Address" has the meaning given to it in Section 5.2.

1.6 "Delivery Date" has the meaning given to it in Section 5.2.

1.7 "Goods" means the goods, products, materials, supplies, parts, assemblies, drawings, documents or services being supplied by the Seller to the Buyer pursuant to these GTCs and the Purchase Order.

1.8 "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.9 "Production" and "delivery" as used herein shall include any incidental services to be rendered under this Purchase Order.

1.10 "Purchase Order" means an order for the purchase of Seller's Goods and/or Services by Buyer in accordance with these GTCs.

1.11 "Seller" means the seller of the Goods and/or Services.

1.12 "Services" means the agreed services and any related performance of any management, training, consultation, assistance, expertise, advice and/or related activity being supplied by the Seller to the Buyer pursuant to these GTCs and the Purchase Order;

1.13 "Tools" means all supplies, materials, tools, jigs, dies, gauges, fixtures, moulds, patterns, equipment, ancillary products and other items furnished by Buyer to Seller to perform its obligations pursuant to these GTCs.

1.14 "Warranty Period" means twenty-four (24) months from delivery of the relevant Goods.

1.15 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. THE CONTRACT

2.1 **Additional Documents.** All specifications, drawings, technical data and documents expressly referred to in the

Purchase Order are incorporated herein by reference. If such reference is to a portion only of such specifications, drawings, data or documents, then only the portions referenced shall be incorporated herein.

2.2 **Applicability of these GTCs.** These GTCs shall apply to each Purchase Order howsoever issued by the Buyer to the Seller, even where reference is not expressly made to them, and the Seller shall be provided with a copy of (or be expressly directed to) these GTCs by the Buyer.

2.3 **Acceptance of Purchase Order.** A Purchase Order shall be deemed to be accepted on the earlier of: (a) Seller issuing a written acceptance of the Purchase Order to Buyer; and (b) seven (7) days after Seller's receipt of the Purchase Order.

2.4 **Entire Agreement.** These GTCs and the Purchase Order, including any additional documents incorporated herein by reference (including of the type set out at 2.1 above), comprise the final and entire contract between Buyer and Seller for the purchase of Goods and/or Services and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter. No agreement or other understanding purporting to add to or modify the terms and conditions of these GTCs, including any other terms that Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, shall be binding upon Buyer, unless agreed to by Buyer in writing on or subsequent to the date of the applicable Purchase Order.

2.5 **Non-Assignment.** Seller shall not delegate, assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Purchase Order without the prior written consent of Buyer. Buyer shall be entitled to assert against any assignee (or equivalent) of Seller all rights, claims and defences of any type (including rights of set off, recoupment and counterclaim), which Buyer could assert against Seller, whether acquired prior or subsequent to such assignment.

3. PRICE TERMS.

3.1 **Terms.** The Goods and/or Services will be furnished at the price set forth on the Purchase Order. Save where otherwise expressly agreed in writing, including in these GTCs, all prices shall be DDP (delivery duty paid). No extra charges of any kind will be allowed unless specifically agreed to in writing by Buyer. Seller warrants that the price for the Goods and/or Services is no less favourable than those currently extended to any other customer for the same or similar goods or services (as applicable) in similar quantities. In the event Seller reduces its price for the Goods and/or Services to its other customers during the term of the Purchase Order, Seller agrees to reduce the prices to Buyer correspondingly.

3.2 **Discounts.** Buyer shall receive the full benefit of all discounts, premiums and other favourable terms of payment customarily offered by Seller to its customers. All cash discount periods shall be computed from the date of delivery of the Goods and/or Services. Cash discounts will be based on full amount of invoice less freight charges and taxes if itemised separately on the invoice.

3.3 **Reduction in Rates, Duties, or Taxes.** Any reduction in applicable freight rates, customs duties, import taxes, excise taxes, and/or sales taxes from those in force on the date of the Purchase Order, whether separately stated on the face of the order or not, shall be paid to Buyer or credited against the price of the Goods and/or Services.

3.4 **Duty Drawback rights.** The Purchase Order includes any and all related customs duty rights that are transferable from Seller to Buyer. Seller shall inform Buyer of the existence of any

such rights and upon request supply such documents as may be required for Buyer to obtain any such drawback.

4. EXPRESS WARRANTIES.

4.1 With respect to the Goods purchased under these GTCs, Seller expressly warrants for the Warranty Period as follows: (a) the Goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the Goods shall be free from defects in design, workmanship and material and shall be new and of satisfactory quality; (c) Buyer shall receive title to the Goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the Goods shall be merchantable, safe and fit for Buyer's intended purposes, which purposes have been communicated to Seller expressly or by implication, and in this respect Buyer relies on Seller's skill and judgment; (e) the Goods shall be adequately contained, packaged, marked and labelled; (f) all services associated to the provision of the Goods performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; (g) the Goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labelling, transporting, licensing, approval or certification, and any law or order pertaining to discrimination. These warranties shall be in addition to all other warranties, express or implied, under statute or common law.

4.2 With respect to any Services provided to Buyer under these GTCs, Seller expressly warrants that when conducting the Services it shall (a) exercise all reasonable care and skill, including by reference to any applicable voluntary codes or guidance and in accordance with industry standards; (b) employ a sufficient number of suitably qualified staff in order to carry out the Services to the standard set out in point (a); (c) ensure that the Services and Deliverables will conform in all respects with any specifications, instructions or statements (provided in the Purchase Order or otherwise) and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Seller by the Buyer; (d) ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design; (e) co-operate with the Buyer in all matters relating to the Services; and (f) provide the Services provide in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the provision of such Services, including Seller's obtaining and maintenance of any licence or consent required to carry out the Service. These warranties shall be in addition to all other warranties, express or implied, under statute or common law.

4.3 The warranties granted in this Section 4 shall survive inspection, test, delivery, acceptance, use and/or payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers and the users of Buyer's products. The warranties granted in this Section 4 may not be limited or disclaimed by Seller.

5. DELIVERY

5.1 **Transportation.** Seller shall ensure that all Goods are properly packed, marked, loaded and shipped as required by the Purchase Order and the transporting carrier. Seller shall route shipments in accordance with Purchaser's instructions.

5.2 **Delivery Mechanics.** Seller shall deliver the Goods: (a) to the address for delivery of Goods ("Delivery Address") as set out in the Purchase Order or as otherwise provided by Buyer in writing; (b) on the date of delivery as agreed by the parties in the Purchase Order ("Delivery Date"); and (c) if the Delivery Address

is to an office or establishment of Buyer, during Buyer's normal business hours (or otherwise as instructed by Buyer).

5.3 **Shipping Releases.** Seller shall not produce any of the Goods covered by the Purchase Order, or procure any of the materials required in their production, or ship any of such Goods to Buyer, except to meet the Delivery Date set out in the Purchase Order or as otherwise in accordance with Buyer's written instructions. Buyer shall have no responsibility for Goods for which a Delivery Date or other written instructions have not been provided. Shipments in excess of those authorised may be returned by Buyer to Seller and Seller shall pay Buyer for all packing, handling, sorting, loading, and transportation expenses in connection with such shipments. Buyer may from time to time change shipping schedules specified in the Purchase Order or contained in other written instructions or direct temporary suspension of such scheduled shipments.

5.4 **Delays.** Seller shall in the event of a delay or threat of delay in the production or delivery of Goods or provision of the Services hereunder, due to any cause, immediately notify Buyer and shall include with such notice all relevant information with respect to such delay or threatened delay. Seller shall be liable for any damages resulting from failure to make delivery within the time called for by the Purchase Order or by any written instructions of Buyer, except where such delay in delivery shall be due to a Force Majeure Event, in accordance with Section 21. If Seller for any other reason cannot comply with Buyer's delivery schedule, Buyer, in addition to any other rights or remedies available to it by law or under these GTCs, may terminate the Purchase Order or cancel any shipment thereunder without further liability to Seller.

5.5 **Delivery of Wrong Quantity.** If Seller: (a) delivers less than 95% of the quantity of Goods ordered, Buyer may reject the Goods; or (b) delivers more than 105% of the quantity of Goods ordered, Buyer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Seller's risk and expense. If Seller delivers more or less than the quantity of Goods ordered, and Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.6 **Delivery in Instalments.** Seller shall not deliver the Goods in instalments unless agreed in the Purchase Order, or otherwise without Buyer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, such Goods may be invoiced and paid for separately. For the avoidance of doubt, failure by Seller to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle Buyer to the remedies set out in Section 6.3.

6. INSPECTION, ACCEPTANCE AND BUYER REMEDIES

6.1 All Goods shall be subject to inspection and test by Buyer and, to the extent practical, its customers, at all times and places and in any event prior to acceptance by Buyer.

6.2 Payment shall not constitute final acceptance of the Goods. Buyer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

6.3 If the Goods on delivery or during the Warranty Period do not comply with any applicable specifications, drawings, samples or descriptions or with Seller's undertakings and warranties set out in Section 4 (Express Warranties) or are otherwise not in conformity with these GTCs then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Buyer may exercise any one or more of the following rights and remedies:

6.3.1 retain the Goods (in whole or in part) with an appropriate adjustment in the price for the Goods; or

6.3.2 reject the Goods (in whole or in part) and return them to Seller at Seller's own risk and expense.

6.4 where Goods have been rejected under Section 6.3.2 above, Buyer has the option to:

- (a) require Seller to repair the rejected Goods, at Seller's sole expense;
- (b) require Seller to replace the rejected Goods with identical goods; or
- (c) terminate the Purchase Order and require Seller to refund all payments made by Buyer in respect of the Goods.

6.5 In addition to the remedies set out in this Section 6, Buyer may claim damages for any other costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's failure to carry out its obligations under the Purchase Order including recovering from Seller any costs incurred by Buyer in obtaining substitute goods from a third party.

6.6 These GTCs shall apply to any repaired or replacement Goods supplied by Seller.

6.7 Buyer's rights and remedies under these GTCs are in addition to its rights and remedies under statute and common law. A waiver by Buyer of any right or remedy shall not affect any rights or remedies subsequently arising under the same or similar clause.

7. CHANGES.

7.1 Changes may be made in drawings, specifications, descriptions, shipping instructions, quantities and/or delivery schedules only by the prior written notice or consent of Buyer. Should any such change increase or decrease the cost of or the time required for production of Goods or performance of the Services under the Purchase Order, Seller shall immediately notify Buyer, and Buyer shall make an equitable adjustment in the purchase price or delivery schedule, or both.

7.2 Save as set out at Section 7.1, no variation of the Purchase Order or these GTCs shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. PAYMENT TERMS

8.1 **Seller Invoice.** Seller shall be entitled to invoice the Buyer for each Purchase Order on or at any time after delivery. Each invoice shall quote the relevant order number(s) from the Purchase Order. If Seller fails to issue a valid invoice to Buyer:

- (a) within 3 (three) months of the delivery of the relevant Goods or provision of the relevant Services, then Buyer shall be entitled to a 10% reduction on the amount due under the applicable invoice; or
- (b) within 6 (six) months of the delivery of the relevant Goods or provision of the relevant Services, then Buyer shall be entitled to a further 30% reduction on the amount due under the applicable invoice; or
- (c) within 12 (twelve) months of delivery of the relevant Goods or provision of the relevant Services, then the Buyer shall be entitled to write-off the sums due under the applicable invoice and the sums due shall be zero.

8.2 **Payment.** Buyer shall pay Seller the invoiced amount for the Goods and/or Services within sixty (60) days of the invoice subject to full and final delivery of such Goods and/or performance of the Services (unless otherwise agreed) pursuant to Section 3. Payment shall be made to the bank account nominated in writing by Seller.

8.3 **Taxes.** All state and federal excise, sales and use taxes (including VAT) shall be stated separately on the invoice. Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of Goods and/or Services.

8.4 **Interest on Late Payments.** If a party fails to make any payment due to the other party under the Purchase Order by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under

this Section 8.4 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith in accordance with Section 8.5 below, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

8.5 **Procedure for Payment Disputes.** If Buyer disputes any invoice or other statement of monies due, Buyer shall immediately notify Seller in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. Seller shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Section 8.2. Seller's obligations to supply the Goods and/or Services shall not be affected by any payment dispute.

9. TERMINATION

9.1 **Termination for Convenience.** Buyer may terminate the Purchase Order with immediate effect, in whole or in part, at any time prior to delivery of the Goods and/or performance of the Services by mailing or delivering written notice of termination to the Seller. After receipt of a notice of termination pursuant to this Section 9.1 and unless otherwise directed by Buyer, Seller shall:

9.1.1 Immediately terminate all production of Goods and/or provision of the Services under the Purchase Order.

9.1.2 Terminate all orders and subcontracts relating to the production of Goods and/or Services as terminated by the notice.

9.1.3 Settle all claims arising out of such termination of orders and subcontracts.

9.1.4 Transfer title and deliver to Buyer: (a) all completed Goods and/or Deliverables which conform to the requirements of the Purchase Order and do not exceed the amount authorised for production by Buyer; and (b) all reasonable quantities (but not in excess of amounts authorised by Buyer) of Goods and/or Deliverables in process and materials produced or acquired by Buyer specifically for the production of the Goods and/or Deliverables, provided such Goods and/or Deliverables in process and materials are of a type and quality for producing goods which conform to the requirements of the Purchase Order and cannot be reasonably used by Seller in producing goods for itself or for its other customers.

9.1.5 Take all action necessary to protect or, if requested by Buyer in accordance with Section 10.3, redeliver Buyer's Property.

9.2 **Seller Compensation for Termination.** Upon termination by Buyer pursuant to Section 9.1, Buyer shall pay to Seller the following amounts without duplication:

9.2.1 The Purchase Order price for all Goods and/or Services which have been completed in accordance with the Purchase Order;

9.2.2 The actual costs incurred by Seller in accordance with the Purchase Order to the extent such costs are reasonable in amount and are properly allocable to the terminated portion of the Purchase Order, including the actual cost of Goods and/or Services in process and materials delivered to Buyer in accordance with Section 9.1.4; and

9.2.3 The reasonable costs incurred by Seller in protecting or returning Buyer's Property.

For the avoidance of doubt, this Section 9.2 shall not apply if Buyer terminates the Purchase Order in accordance with Section 9.3 below.

9.3 **Termination for Cause.** Without limiting its other rights or remedies, Buyer may terminate the Purchase Order with immediate effect by giving written notice to Seller if:

9.3.1 Seller commits a material breach of any term of the Purchase Order or these GTCs and (if such a breach is

remediable) fails to remedy that breach within 15 days of Seller being notified in writing to do so;

9.3.2 Seller takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

9.3.3 Seller takes any step or action in connection with being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;

9.3.4 Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

9.3.5 Seller's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to its obligations under the Purchase Order or these GTCs is in jeopardy.

9.4 No Effect on other Rights. Termination or expiry of the Purchase Order, however arising, shall not affect Buyer's rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Purchase Order or these GTCs which existed at or before the date of termination or expiry.

10. BAILMENT OF BUYER'S PROPERTY/TOOLS.

10.1 Unless otherwise agreed to in writing by the parties, all Tools, equipment, documents, or other material of every description furnished to Seller by Buyer or for which Seller has been reimbursed by Buyer, including any replacements thereof and any materials affixed or attached thereto, shall be and remain the personal property of Buyer ("Buyer's Property").

10.2 Buyer's Property shall at all times: (a) be properly housed and maintained by Seller, (b) not be used by Seller for any purpose other than the performance of the Purchase Order, (c) be deemed to be personal property, not a fixture, (d) be appropriately marked to establish Buyer's ownership, with specific reference to Buyer's indemnity and relevant part numbers (to the extent applicable), (e) not be commingled with the property of Seller or of any third party, (f) not be moved from Seller's premises without Buyer's prior written approval, and (g) be held at Seller's risk and expense.

10.3 Seller shall, upon Buyer's written request, sign and file a financing statement as "Consignee" to secure title of such Buyer's Property in Buyer. Buyer's Property shall be subject to removal at Buyer's written request in which event Seller shall redeliver Buyer's Property in the same condition as originally received by Seller, reasonable wear and tear excepted; all at Seller's expense. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller records with respect thereto.

10.4 Without limiting the foregoing, unless otherwise agreed by Buyer, Seller shall furnish, keep in good condition, and replace when necessary all Tools. Seller shall insure the Tools with full fire and extended coverage insurance for replacement value. Buyer does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees carefully to check and approve all tooling, dies or materials supplied by Buyer prior to using it. Seller shall use all tools, dies or materials supplied by Buyer in accordance with Buyer's instructions.

11. HARMFUL INGREDIENTS OR DEFECTIVE DESIGN.

11.1 Whenever Seller becomes aware that any ingredient or component of the Goods covered by the Purchase Order is, or may become, harmful to persons or property, or that the design or construction of the Goods is defective in any manner which is

or may become harmful to persons or property, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer.

12. LICENSING OF INTELLECTUAL PROPERTY/ INVENTIONS.

12.1 Buyer retains sole ownership of all right, title, and interest in and to all of its Intellectual Property Rights and no licences to any Intellectual Property Rights are granted by Buyer hereunder.

12.2 If the manufacture or supply of Goods and/or provision of Services under the Purchase Order involves experimental, development or research activities, including engineering related thereto, all information developed in the course thereof shall be owned by Buyer and be deemed Confidential Information (as defined in Section 13.2) and Intellectual Property Rights of Buyer, whether patented or not. Seller shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, or otherwise perfect or protect for the benefit of Buyer any inventions conceived, developed or reduced to practice in performance of the Purchase Order.

12.3 If the Purchase Order does not involve such experimental, developmental or research activities, but the Goods and/or Services covered by it are to be produced in accordance with drawings or specifications furnished by Buyer, Seller hereby grants to Buyer an irrevocable, non-exclusive and royalty-free licence to make, have made, use and sell any improvement in the Goods and/or Services which is conceived, developed or reduced to practice by Seller in the production of the Goods and/or Services under the Purchase Order.

12.4 Seller grants to Buyer a permanent, paid-up, non-exclusive, worldwide licence, including a licence to any operating software incorporated into the Goods and/or any Deliverables sold hereunder with a right to grant a sublicense to any of its affiliated companies, to make, have made, use, have used and sell the Goods and/or Deliverables sold hereunder or derivatives thereof under any other patents now or hereafter which are deemed necessary by Buyer to exercise the licence under Section 12.4 in the manufacture, use or sale of products manufactured by or for Buyer or any of its affiliated companies.

13. CONFIDENTIALITY.

13.1 Seller shall not disclose that Buyer has contracted with Seller, nor the terms under these GTCs or the Purchase Order, without Buyer's prior written consent.

13.2 Any marketing plans, ideas, samples, designs, formulations, trade secrets, financial data, or other information that Buyer identifies as or otherwise deems confidential and directly or indirectly discloses in any form to Seller in connection with the Purchase Order, or which Seller derives from such information or develops in providing any Goods and/or services under the Purchase Order, as well as the existence and content of the Purchase Order (collectively, "Confidential Information"), shall remain the exclusive property of Buyer and shall be kept confidential by Seller and its employees and agents and shall not, without Buyer's consent, be disclosed to any third party or used except for the purposes of fulfilling the Purchase Order.

13.3 Notwithstanding Section 13.2, no such information shall be deemed Confidential Information and subject to non-disclosure to the extent that Seller can demonstrate by written record that it was previously known to Seller, became generally available to the public through no fault of the receiving party, was disclosed to Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process.

13.4 Seller agrees to return all Confidential Information to Buyer, including raw data, records, memoranda and reports, together with all photographic copies, handwritten notes, excerpts or other electronic or other copies thereof promptly after request by

Buyer or, in any event, promptly upon expiration or termination of the Purchase Order.

14. SET OFF.

Buyer shall be entitled at all times to set off any amount owing at any time from Seller, or any affiliated company of Seller, to Buyer, or any of its affiliated companies, against any amount payable at any time by Buyer in connection with the Purchase Order. 'Affiliated company' means any corporation, firm, or association which controls, is controlled by, or is under common control with Seller or Buyer, as the case may be.

15. COMPLIANCE WITH LAWS.

15.1 Seller shall comply with all laws, regulations, ordinances, or other governmental regulations now or hereafter applicable to the Goods and/or Services or the production thereof, including all laws, regulations, ordinances or other governmental regulations relating to product compliance and liability, and shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order and these GTCs.

15.2 Seller confirms that the Goods do not contain chemical substances in excess of thresholds permitted under relevant laws regulating the design, specification or content of packaging materials as applicable to products placed on the market in the Consumer Territory.

16. INDEMNIFICATION.

16.1 To the fullest extent permitted by law, Seller agrees to indemnify, hold harmless and defend Buyer and its affiliated companies, their directors, officers, employees, agents and customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims, damages and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all attorney's fees and any other cost of litigation ("Liabilities") arising out of or in connection with:

16.1.1 any claim made against an Indemnitee by a third party arising out of, or in connection with, supply of the Goods and/or Services, to the extent such claim arises out of the breach, negligent performance or failure or delay in performance of the Purchase Order by Seller, its employees, agents or subcontractors;

16.1.2 any claim made against an Indemnitee by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods (including arising due to any product recall claims, product liability claims, or breach of Seller's warranty claims), to the extent that the defect in the Goods is attributable to the acts or omissions of Seller, its employees, agents or subcontractors;

16.1.3 any claim made against an Indemnitee arising out of the receipt, use or supply of the Services and the Deliverables, to the extent that such claim is attributable to the acts or omissions of Seller, its employees, agents or subcontractors; and

16.1.4 any claim made against an Indemnitee arising out of actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods and/or Services.

16.2 Seller's obligation to indemnify Buyer as set out in Section 16.1 shall not apply to any Liabilities solely arising from Buyer's negligence.

16.3 In the event the purchase, use, or sale of the Goods and/or Services, or any part thereof, is held to constitute infringement or is enjoined pursuant to Section 16.1.4, Seller shall, at its own expense, procure for Buyer and its customers the right to continue the purchase, use and sale of such Goods; or, with the approval of Buyer, modify such Goods so they become non-

infringing, or remove such Goods and refund the purchase price and the transportation and installation costs.

17. INSURANCE

17.1 Seller shall maintain insurance coverage in amounts not less than the following:

17.1.1 Employer's Liability - £250,000; and

17.1.2 Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - £1,000,000 per person, £1,000,000 per occurrence (personal injury) and £1,000,000 per occurrence (property damage).

17.2 At Buyer's request, Seller shall furnish certificates of insurance setting forth the amounts of coverage, policy numbers and dates of expiration for insurance maintained by Seller. Such certificates shall provide that Buyer will receive 30 days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Goods and/or Services covered by the Purchase Order and shall not be required to make further payments except with respect to conforming Goods and/or Services delivered prior to cancellation.

18. INFORMATION AND DATA.

18.1 At Buyer's request, Seller shall provide Buyer with all information and data which is reasonably necessary for Buyer to receive, understand, operate and maintain the Goods and/or Services delivered under the Purchase Order.

18.2 Each party shall be a controller in respect of the personal data (namely, business contact information) processed as part of the fulfilment of the Purchase Order. In respect of such personal data, each party shall comply with its obligations under applicable data protection legislation (and neither party shall exercise its rights or perform its obligations under these GTCs in such a way as to cause the other party to breach any applicable data protection legislation).

19. PRODUCT COMPLIANCE

19.1 Seller will obtain and provide to Buyer any information requested by Buyer (including, where specified by Buyer, test results) to confirm the material composition of the Goods including providing Material Safety Data Sheets or equivalent under local regulation ("**MSDS**") for any Goods for which a MSDS is required under law in any country in which the Buyer is obliged to produce or provide a MSDS.

19.2 Seller will carry out or make any pre-registrations, registrations, notifications or listings of or other information submissions relating to any substances, mixtures, constituents or other materials that form part of the Goods required for the Seller to lawfully supply the Goods to the Buyer.

19.3 Seller will obtain, prepare and provide to Buyer any documents and information that Buyer and/or its customers need to be able to comply with relevant laws in the Consumer Territory, including documents and information required by Buyer and/or its customers to apply for any consents or authorisations necessary in such Consumer Territory.

20. CONTINUITY OF SUPPLY.

20.1 Neither party shall be in breach of performing its obligations under the Purchase Order or otherwise liable for any failure or delay in its performance of its obligations if such delay or failure results from an act of government or of public authorities, natural disaster, war, riot, strike with the exclusion of strikes internal to a party, fire, flood, civil rebellion or terrorism or pandemic that is in each case beyond the control of the affected party and not capable of being planned for or avoided by reasonably prudent persons or entities providing or operating a business similar to the affected party ("**Force Majeure Event**"), provided that: (a)

the party so prevented from performing has (i) immediately notified the other party in writing of the nature of the Force Majeure Event and (ii) used all reasonable endeavours to mitigate the effects of such circumstances; and (b) the above list is exhaustive and no other event shall constitute a Force Majeure Event. In such case the time for performance of the obligations of the prevented party shall be extended accordingly. If a Force Majeure Event occurs or is reasonably anticipated to cause a delay in performance for more than forty-five (45) days, then Buyer may, without any indemnity, terminate the Purchase Order, effective immediately upon written notice to Seller.

20.2 Seller shall ensure that it maintains a business continuity and disaster recovery plan for the supply of the Goods and/or Services (and the people and facilities used to provide them) to minimise the effect of any unplanned interruption or event that would impact on the ability of the Supplier to supply the Goods, in whole or in part, in accordance with the terms of these GTCs ("**BCP**"). Seller shall maintain and update the BCP and ensure that it is able to implement the provisions of the BCP at any time in accordance with its terms. Seller shall test the BCP no less frequently than bi-annually. Following each test, Seller shall promptly implement any actions or remedial measures reasonably necessary to address any failures or shortfalls identified by the test. Buyer may at any time on reasonable notice request to see a copy of the BCP and evidence that it has been appropriately tested through simulation exercises (provided that Buyer shall protect such information to the same standard as it protects its own confidential information). Buyer may request amendments to the BCP where, in Buyer's reasonable opinion, such BCP does not adequately protect the interests of Buyer. Following a Force Majeure Event, Seller shall still be obliged to implement the BCP. Seller cannot claim relief under Section 20.1 if the existence or continuance of the Force Majeure Event is attributable to a failure by Seller to comply with the provisions of this Section 20.2 or to execute the BCP fully (unless that failure is also due to a Force Majeure Event affecting the operation of the BCP).

21. GENERAL.

21.1 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.2 **Severance.** If any provision or part-provision of these GTCs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these GTCs. If any provision of these GTCs is deemed deleted under this Section 21.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21.3 Notices.

21.3.1 Any notice given to a party in connection with the Purchase Order or these GTCs shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Section 21.3.

21.3.2 Notices shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. A notice shall be deemed to have been received: if delivered personally, when left at the above referred address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent or e-mail, one Business Day after transmission.

21.3.3 The provisions of this Section 21.3 shall not apply to the service of any proceedings or other documents in any legal action.

21.4 **Third party rights.** These GTCs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these GTCs or the Purchase Order.

21.5 **Survival.** Any provision of the Purchase Order or these GTCs that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Purchase Order or these GTCs, including Sections 4 (Express Warranties), 12 (Licensing of Intellectual Property/Inventions), 13 (Confidentiality), 16 (Indemnification) and this Section 21.5 (Survival), shall remain in full force and effect.

22. GOVERNING LAW AND JURISDICTION.

22.1 Any dispute arising out of or in connection with the Purchase Order or these GTCs, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the ICC Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Madrid, Spain. The language to be used in the arbitral proceedings shall be Spanish. The governing law of the Purchase Order and these GTCs shall be the substantive law of Spain, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).