

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY ("GTC") AMCOR FLEXIBLES

### 1. Orders

- 1.1. All quotations, offers and tenders are made by the Seller and all orders for goods ("Goods" means goods ordered by and supplied to the Buyer as set out in the Purchase Order) are accepted by the Seller subject to these GTCs. Each order shall be made in accordance with any Purchase Order, Purchase Order Confirmation, specification and these GTCs (together, the "Contract"). These GTCs shall apply to each Contract:
  - even where reference is not expressly made to them, provided that the Buyer has been provided with a copy of these GTCs by the Seller;
  - to the exclusion of all other terms and conditions of the Buyer including, without limitation, any terms referenced in correspondence or elsewhere and any terms implied by trade, custom, practice or course of dealing.
- 1.2. Each Purchase Order constitutes a separate offer by the Buyer to purchase the Goods subject to these GTCs.
- 1.3. If there is a conflict between these GTCs and any other terms of the Purchase Order, Purchase Order Confirmation, or specification such other terms shall prevail.
- 1.4. Any quotation made by the Seller to the Buyer is solely for information purposes only. Purchase Orders shall only be binding subject to a written Purchase Order Confirmation sent by the Seller or upon delivery of the Goods. The Purchase Order Confirmation shall create a binding Contract between the parties.
- 1.5. Seller reserves the right to procure its raw materials from any source providing that these materials meet the specification. Seller shall also have the right to change raw material suppliers at any time during the validity of the Contract. Furthermore, Seller may choose, and any time may change manufacturing locations upon written notice to Buyer.

### 2. Delivery and Payment

- 2.1. The Buyer acknowledges that any delivery dates provided by the Seller are provided as an estimation only. Unless agreed otherwise in writing, the Seller shall not be liable for any loss or damage arising from not meeting such estimated delivery date due to a third party's delay or action.
- 2.2. The Seller shall be entitled to invoice the Buyer for each Purchase Order on or before delivery is made. Unless otherwise agreed, payment shall be due 30 days net (no deduction or set-off) after the invoice date and shall be deemed to fall due sooner upon the happening of any of the events specified in Condition 10. The Buyer shall review each invoice promptly upon receipt and shall notify the Seller of any queries, issues or concerns with regard to each invoice within 7 days of receipt. Timely payment is of the essence for the Contract.
- 2.3. The properties and values of the Goods lie within certain tolerance levels. Therefore, no representation, warranty or condition is given that Goods supplied are precisely identical to, or correspond with, any sample or test material that may have been supplied. Unless otherwise agreed in writing, the Seller reserves the right to deliver within the following tolerances: (a) quantity: (i) +/- 10%; and/or (ii) +/- 100 kg; (b) thickness of material: +/- 10%; print in conformity with the customary standard of the industry. Any delivery within the above tolerance levels or any minor deviations from the approved colour or press proofs will not entitle the Buyer to a price reduction or to refuse acceptance of the Goods. In the event that the quantity or thickness of material of delivered Goods exceeds the specification in any given Purchase Order within the above tolerance levels, the Buyer agrees to pay a pro rata amount for such excess Goods.
- 2.4. Where the parties have expressly agreed that the Seller will store Goods on behalf of the Buyer, Seller shall have the

right to invoice the Buyer for any additional storage fees where Seller stores such Goods beyond the agreed period with such fees to be charged at one percent per commenced month of the total amount invoiced for the Goods.

- 2.5. Seller shall be entitled to pass to Buyer the cost of any surcharges imposed by freight carriers or suppliers related to the supply of raw materials used in the Goods or any duties, tariffs, taxes or other charges resulting from any acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or any court, regulatory, or arbitral body of competent jurisdiction in relation to the supply of the Goods (including without limitation any duty, tariff, tax or charge imposed on the manufacturing and/or supply of the Goods for the purposes of enhancing the recyclability of packaging, the reduction of unrecyclable plastic packaging, the development of more sustainable packaging and/or the protection of the environment).
- 2.6. The Seller shall be entitled to pass on to the Buyer by way of surcharge and/or increase to the price agreed in a Purchase Order or in a supply agreement, any cost increase incurred by the Seller resulting from an event beyond its reasonable control, including but not limited to, any increases in raw material costs or related to the sourcing thereof.

### 3. Late Payment

- 3.1. If the Buyer fails to pay any amount under this Contract on the due date for payment, The Seller shall be entitled to:
  - 3.1.1. charge interest at a yearly rate of 8% applied pro rata temporis without any further notice on all overdue payments;
  - 3.1.2. to suspend any or all further deliveries of Goods under the Contract without notice;
  - 3.1.3. to serve notice on the Buyer requiring immediate payment for all Goods supplied by the Seller under the Contract whether or not payment is otherwise due.

### 4. Title and Risk

- 4.1. The risk in the Goods shall fully pass to the Buyer when the Seller delivers the Goods in accordance with the indicated Incoterms 2020. All prices are exclusive of any sales, use, revenue, or excise taxes, and customs duties, or other similar charges, all of which will be paid by Buyer.
- 4.2. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these GTC, the goods shall remain the property of the Seller until full payment of the agreed price and any extra costs to be borne by the Buyer. The above notwithstanding, the Buyer shall have the right to resell Goods in the ordinary course of business (but not otherwise) prior to full payment. Where the Buyer resells the Goods in the ordinary course of business, (a) it does so as principal and not as the Seller's agent; and (b) title to those Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 4.3. Until such time as the Goods are paid for the Buyer shall keep the goods in such manner as they are readily identifiable and the Seller may at any time require delivery of the Goods up to him or to his order for which purpose he may enter the Buyer's premises to recover the Goods.
- 4.4. The Buyer shall observe the storage conditions specified by the Seller. The Buyer shall, before the Goods are used, carry out the appropriate testing under realistic production conditions and shall suspend its use of the packaging immediately if the Goods are unsatisfactory.

### 5. Warranty

- 5.1. Subject to the provisions of this Condition 5, the Seller warrants that the Goods shall, for a period of either (a) 6 months from the date of delivery for any defect related to a printed Goods, shrink films or tubing; or (b) 12 months from the date of delivery for any defect related to non-printed Goods:

- 5.1.1. conform in all material respects with their description and any applicable specification;
- 5.1.2. be free from material defects in design, material and workmanship
- 5.1.3. comply with valid laws and regulations established or promulgated by applicable governmental agencies in their country of manufacture.

- 5.2. To the fullest extent permitted by law, the Seller shall not be liable for any Goods' failure to comply with the warranties in Condition 5 or for any defect or deficiency of the Goods if:

- 5.2.1. the Buyer fails to notify the Seller of a claim regarding a non-conformity within 48 hours of delivery (or such shorter period as a transport carrier's conditions require) where such defect should have been apparent on reasonable inspection;
- 5.2.2. the Buyer makes any further use of such Goods after giving notice of the non-conformity;
- 5.2.3. the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.2.4. the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
- 5.2.5. the Buyer alters or repairs such Goods without the written consent of the Seller;
- 5.2.6. the defect arises as a result of fair wear and tear, wilful damage, negligence, misuse, accident or abnormal storage or working conditions; or
- 5.2.7. the Goods differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

## **6. Limitation of Liability**

- 6.1. Save as provided by Condition 6.2, the Seller shall in no circumstances be liable to the Buyer whether based on a claim in contract, tort (including negligence) breach of statutory duty or otherwise arising out of, or in relation to, the Contract, for any: (a) loss of profit, (b) loss of market shares, (c) loss of sales of business, (d) loss of anticipated savings, (e) loss of agreements or contracts, (f) loss of goodwill, or (g) for any indirect or consequential loss or damage (including where such loss or damage is of the type specified in (a)-(f) above) whatsoever suffered or incurred by the Buyer howsoever arising.
- 6.2. Nothing in these Conditions shall limit the liability of either party according to mandatory product liability laws, for death, personal injury caused by a party's (or its agents') negligence, wilful intent, fraud, or as otherwise cannot legally be limited.
- 6.3. Except as set out in Condition 6.2, the Seller's total aggregate liability to the Buyer, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this

Contract, will be limited to the amount paid by the Buyer to the Seller under this Contract in the contract year in which the breaches occurred.

- 6.4. Save as set out in these GTCs, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- 6.5. The Seller shall in no circumstances be liable for the Buyer's failure to comply with the printing size requirements of mandatory labelling set out in applicable law (including but not limited to EU Regulation 1169/2011 as amended from time to time) and it is the Buyer's sole responsibility to ensure that the printing designs communicated to the Seller comply with the Buyer's legal obligations. In particular, it will be the Buyer's sole responsibility to ensure that any printing artwork designed for application on shrinkable Goods factor in the possible shrinkage of the Goods up to 15% of its size.

## **7. Intellectual Property Rights**

- 7.1. In this Condition 7, "intellectual property rights" shall mean any rights, title and interest in patents, trade marks, service marks, trade and business names, rights in design, utility models, copyright, database rights, know-how (including trade secrets and Confidential Information) and any other similar right whether presently existing, applied for or in relation to which there is a right to apply for registration and any analogous rights to any of the preceding rights under any other jurisdiction.
- 7.2. Seller's brand names and trademarks used on the Goods shall not be altered, removed or otherwise used without its written consent.
- 7.3. The Buyer acknowledges that all Seller intellectual property rights are and remain the exclusive property of the Seller or, where applicable, the third party licensor from whom the Seller derives the right to use them. Nothing in this GTC is intended to transfer any such rights or prevent Seller using any know-how, skills or techniques which it acquires in discharging its obligations to supply Goods to the Buyer for any other purpose.
- 7.4. All intellectual property rights arising from this Contract or in any respect related to the Goods and/or any other deliverables, and in each case all parts, modifications, updates and derivatives thereof, shall be and remain vested in the Seller.
- 7.5. If Buyer requires Seller to apply any intellectual or other property right of whatever nature to Goods to be supplied to it by the Seller, the Buyer shall indemnify the Seller and hold it harmless in respect of all damages, costs, claims, expenses, liabilities, and losses (including any direct, indirect or consequential losses) suffered by the Seller howsoever arising from or in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with any use by the Seller of such intellectual or other property rights in the course of the Contract. .

## **8. Confidentiality**

- 8.1. Each party undertakes that it shall not at any time disclose to any person any **confidential information** concerning the business, affairs, employees, customers, clients or suppliers of the other party or of any Affiliate of the other party except as permitted below.
- 8.2. Each party may disclose the other party's confidential information:
- 8.2.1. to its employees, officers, representatives or

advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this Condition 8; and

- 8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 9. Data Protection

- 9.1. Seller and Buyer hereby acknowledge and agree that they may need to collect, use and share ("Process") contact details and other business information of certain of their respective personnel (such as employees, agents, representatives, contractors, and the like; hereafter "Personnel") with each other for the purpose of managing their supply and purchase relationship under these GTCs (hereafter "Personal Data"). Buyer agrees that Seller will do so in line with its Privacy Policy available on [www.amcor.com](http://www.amcor.com), which may be amended from time to time. When Processing Personal Data, Seller and Buyer will each act as an independent controller of said Personal Data and shall be solely and fully responsible for complying with any and all applicable data protection and privacy laws.
- 9.2. Buyer furthermore represents and warrants that it has the lawful authority to share any Personal Data of its Personnel with Seller, and that Buyer is responsible for providing prior notice of Seller's Privacy Policy available on [www.amcor.com](http://www.amcor.com) to any such Personnel whose Personal Data may be shared with Seller.
- 9.3. For the avoidance of doubt, neither party shall act as a processor of the other party during the course of their dealings under these GTCs, unless agreed otherwise expressly in writing.

## 10. Termination

- 10.1. Without affecting any other right or remedy available to it, Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if the Buyer:
- 10.1.1. fails to pay any undisputed amount under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - 10.1.2. commits a material breach of any term of the Contract; or
  - 10.1.3. to the extent permitted by law, has a petition presented or a meeting is convened for its winding-up or for a bankruptcy or administration order to be made or if a trustee or administrative or other receiver is appointed in respect of all or any part of its assets or any distress or any form of execution is levied or enforced upon or sued out against any such assets or if it is unable to pay its debts or proposes or makes any composition or arrangement with its creditors or carries out or suffers any similar action in consequence of debt or carries out or undergoes any analogous acts or proceedings under foreign law.
- 10.2. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and Seller if the Buyer becomes subject to the events listed in Condition 10.1 above, or if the Seller is about to become subject to any of

them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

## 11. Force Majeure

- 11.1. If performance of Seller's obligations is prevented or impaired due to a Force Majeure event, the Seller shall not be liable under the Contract to the extent that such failure or delay is caused by a Force Majeure event and the time for performance of such obligations shall be extended accordingly. If a Force Majeure event lasts longer than 60 days, Seller reserves the right to terminate the Contract in whole or in part without any further liability. For the purposes of these GTCs, "Force Majeure" shall mean circumstances outside the Parties reasonable control including, but without limitation, labour disputes, blockade, political unrest, war, accident, natural disasters, explosion, fire, damage by natural forces or contamination, **pandemic**, breakdown of plant, shortage of power or materials and government interference (**including border customs issues**). In the event that the purchase is falling under rules and regulations of any trade sanctions regime or embargo, the Parties shall have the right to terminate the agreement with immediate effect without any further liability.

## 12. Other

- 12.1. Unless the Buyer requests it differently, the Seller will distribute invoices digitally.
- 12.2. In performing its obligations under this Contract, the Buyer shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 12.3. Subject to Condition 12.4 neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other party.
- 12.4. The Seller may assign or subcontract any or all of its rights and obligations under this Contract to a member of its Group.
- 12.5. 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 or part-provision of this Contract is deemed deleted, 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.
- 12.6. No variation of these GTCs shall be effective unless in writing and signed by both parties (or their authorised representatives).
- 12.7. A waiver of any right or remedy under these GTCs or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.8. A failure or delay by a party to exercise any right or remedy provided under these GTCs or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these GTCs or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.9. Unless expressly stated otherwise, these GTCs do not give rise to any third party rights and no third party can enforce any terms of these GTCs.
- 12.10. Any notice given to a party under or in connection with this Contract shall be in writing and shall be (a) delivered by

hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) sent by email to the address specified in the Purchase Order.

- 12.11. Any notice shall be deemed to have been received (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second business day after posting; or (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. Business hours shall mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.12. The Contract constitutes the entire agreement between the Parties concerning the subject matter of the Contract and supersedes and replaces all previous agreements, promises, assurances, warranties, representations (whether made innocently or negligently) and understandings between them, whether written or oral, relating to its subject matter. The Buyer acknowledges that it has not relied on, and shall have no remedies for, any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller (unless such was made fraudulently) which is not set out in the Contract. Without prejudice to the foregoing, the only remedy available to a party in respect of a breach of any representation which is incorporated into the Contract shall be for breach of contract.
- 12.13. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Switzerland.
- 12.14. Each party irrevocably agrees that the courts of Zurich, Switzerland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.