

## 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 nationwide public holiday in Germany.

1.2 "Buyer" means the Amcor entity stated on the corresponding Purchase Order.

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 or documents 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 the 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 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 and the Seller shall be provided with a copy of (or be expressly directed to) these GTCs by the Buyer. However, these GTCs exclusively apply in the context of commercial transactions with "business persons" as defined in Sec. 14 German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"), sovereign legal entities or special funds organised under public law.

2.3 **Contract conclusion.** Buyer's Purchase Orders are only binding if made in writing. Verbal Purchase Orders or Purchase Orders placed by telephone are not binding and require a written confirmation in order to become binding. Amendments to and changes of the Purchase Orders or any supplements thereto shall only be binding if made in writing.

2.4 **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) Seller delivering the Goods and/or Services unconditionally. A Purchase Order confirmation that deviates from the Purchase Order constitutes a counter-proposal and shall be binding only if accepted by Buyer in writing. Under no circumstances shall silence on the part of Buyer be deemed as acceptance of a Purchase Order confirmation that deviates from the original Purchase Order.

2.5 **Supplier Code of Conduct.** All business relationships between Seller and Buyer, including these GTCs and each Purchase Order, shall be governed by the Amcor Suppliers Code of Conduct. The Amcor Suppliers Code of Conduct is hereby incorporated into the GTCs by reference.

2.6 **Entire Agreement.** These GTCs, the Amcor Supplier Code of Conduct and the Purchase Order shall exclusively govern the entire legal relationship of Buyer and Seller. The applicability of Seller's conflicting, deviating or supplementary terms and conditions shall be excluded, even if Buyer does not expressly object to them or if Seller indicates that it is only willing to deliver in accordance with its own terms and conditions.

2.7 **Transfer of Purchase Order.** The transfer of a Purchase Order to third parties, including the assignment of the rights and claims arising hereunder, require the prior written consent of Buyer. Section 354 of the German Commercial Code (*Handelsgesetzbuch*, "HGB") shall remain unaffected hereby.

### 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.

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 **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. DELIVERY

**4.1 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.

**4.2 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).

**4.3 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 reasonably change shipping schedules specified in the Purchase Order or contained in other written instructions.

**4.4 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, including their cause and anticipated duration, which could affect timely delivery once these circumstances become apparent. Buyer reserves the right, in accordance with the statutory provisions, to rescind the contract if Seller exceeds the Delivery Date. If Seller is responsible for exceeding the Delivery Date, then Buyer reserves the right to claim damages in lieu of performance in accordance with the statutory provisions.

**4.5 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.

**4.6 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.

**4.7 Force Majeure Event.** In the event of delay or disruption of delivery due to an external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances, and which is not to be accepted by the operating company because of its frequency ("**Force Majeure Event**") such as acts of God, war or natural disasters or due to other unavoidable and severe events beyond Seller's control and sphere of influence and for which Seller is not responsible, the parties shall be released from their contractual obligations for the duration and scope of such disturbance.

#### 5. PASSING OF TITLE

The title in Goods must be passed unconditionally. Seller's reservation of title will exceptionally only be accepted by Buyer if and to the extent Seller retains title until Seller receives the purchase price for the delivered Goods. Any extended or expanded reservation of title by Seller shall be excluded.

#### 6. INSPECTION, BUYER'S RIGHTS

**6.1 Quality.** Seller shall deliver the Goods free from defects in quality and title.

**6.2 Inspection.** Buyer shall inspect the Goods received without undue delay upon receipt to the extent this is reasonable within the scope of the ordinary course of business, and shall notify Seller without undue delay about any apparent defects discovered. If a defect is discovered at a later time (hidden defect), notice thereof must be given without undue delay upon discovery of the defect.

**6.3 Buyer's general rights.** If Seller is in breach of its obligations set out in Section 6.1 Buyer's rights in particular to subsequent performance, rescission, reduction, damages or reimbursement of expenses as well as the applicable statute of limitations shall be determined by the statutory provisions.

**6.4 Scope of subsequent performance.** Subsequent performance by the Seller also encompasses the installation and removal of the defective Goods.

**6.5 Buyer's additional rights.** In addition to the statutory provisions, Buyer shall be entitled at Seller's expense to remedy the defect of the Goods itself or to exchange the defective Goods for a replacement procured otherwise if, for particular reasons of urgency (e.g. if Buyer might suffer damages that are particularly high compared to the costs remedying the defects), Buyer is not in the position (i) to notify Seller of the defect and the imminent damages and (ii) to grant Seller a time limit for subsequent performance without occurrence of the damage.

#### 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). The same shall apply to the amendment of this written form requirement.

#### 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.

**8.2 Payment.** Buyer shall pay Seller the invoiced amount for the Goods and/or Services within thirty (30) days from the date Buyer receives 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 in accordance with statutory law..

**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 Term and termination for Convenience.** If applicable, the term of the concluded contract and provisions regarding termination for convenience are set out in the Purchase Order.

**9.2 Termination for Cause.** The statutory rights of both parties to terminate the contract for cause ("*Kündigung aus wichtigem Grund*") remain unaffected.

**9.3 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 shall carefully 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 this 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 confidential or is to be deemed confidential by its nature and is directly or indirectly disclosed in any form by Buyer 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 shall 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 it being understood that this shall not prevent Seller from keeping those parts of Confidential Information to the extent and as long as required in order to comply with Seller's mandatory retention obligations.

#### 14. SET OFF

14.1 Buyer shall be entitled at all times to set off any amount owing at any time from 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.

14.2 Seller shall only be entitled to assert a right of retention or withholding to the extent that its counterclaim is uncontested, ready for decision or has been finally adjudicated. The Seller shall only be entitled to a set-off if its counterclaim is uncontested, ready for decision or has been finally adjudicated.

#### 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 The Goods must 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 Seller shall ensure that (i) the Goods, (ii) the delivery of the Goods and Services by Seller and (iii) the use of the Goods and Services by Buyer in accordance with the contract do not violate any industrial property rights of third parties.

16.2 Seller shall be obliged to indemnify Buyer upon first demand against all claims by third parties due to the breach of such industrial property rights and to reimburse all necessary expenses in connection with these claims.

16.3 The obligation in Section 16.2 shall not apply if Seller is not responsible for the breach of the obligation in Section 16.1.

16.4 Any other rights and claims of Buyer shall remain unaffected.

#### 17. INFORMATION AND DATA

17.1 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.

17.2 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).

#### 18. PRODUCT COMPLIANCE

18.1 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.

18.2 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.

18.3 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.

18.4 To the extent Seller bears responsibility for a product defect whose cause lies within its sphere of control and organization, it shall be obliged to indemnify Buyer upon first demand against all damage claims of third parties. Seller shall reimburse all of Buyer's necessary expenses in connection with these claims.

18.5 Seller is obliged to obtain insurance, in a reasonable amount, against the risks of product liability for the Goods delivered by Seller. Upon written request, Seller shall provide Buyer with proof of the insurance coverage within two weeks from receipt thereof.

18.6 If Buyer is obliged to conduct a recall due to Goods being defective, Seller shall bear all necessary expenses in connection with this recall to the extent such expenses stem from the Goods being defective.

#### 19. GENERAL

19.1 **Waiver.** A waiver of any right or remedy 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.

19.2 **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.

#### 19.3 Notices.

19.3.1 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 19.3.

19.3.2 The provisions of this Section 19.3 shall not apply to the service of any proceedings or other documents in any legal action.

19.4 **Third party rights.** These GTCs do not give rise to any rights of third parties to enforce any term of these GTCs or the Purchase Order.

19.5 **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 (Product Liability, product recall), 12 (Licensing of Intellectual Property/Inventions), 13 (Confidentiality), 16 (Indemnification) and this Section 19.5 (Survival), shall remain in full force and effect.

#### 20. Governing law and Jurisdiction

20.1 Any dispute arising out of or in connection with the Purchase Order or these GTCs, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Courts of Stuttgart, Federal Republic of Germany.

The governing law of the Purchase Order and these GTCs shall be the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).