

## General Terms and Conditions of Purchase

### 1. General and Scope of Application

1.1. These general terms and conditions (hereinafter "General Terms") shall govern all purchases of goods ("Goods") and/or services ("Services"; Goods and Services together hereinafter "Products") by a group company of the Coveris Group (hereinafter "Coveris"). The Supplier shall be deemed to accept these General Terms by supplying Goods or providing Services to Coveris unless specifically otherwise agreed in writing between Supplier and Coveris.

1.2. These General Terms shall (i) prevail over any standard terms and conditions of sale used by the Supplier and any other inconsistent terms or conditions contained, or referred to, in the Supplier's quotation, confirmation of order, or specification, or other document supplied by the Supplier, or implied by trade custom, practice or course of dealing, and (ii) apply to all current and future business relations between Supplier and Coveris for the purchase of Products by Coveris, even if not explicitly referred to these General Terms.

### 2. Offer, information and conclusion of contract

2.1. The Supplier's quotation for Products constitutes an offer by the Supplier to supply the Products on these General Terms. No offer placed by the Supplier shall be accepted by Coveris other than by Coveris in writing, at which point the supply and purchase of the Products on these General Terms will be established.

2.2. If there is however no previous quotation by the Supplier, the order of Coveris constitutes an offer to purchase the Products from the Supplier in accordance with these General Terms; whereas this will not apply to Products

where Coveris and Supplier have agreed that deliveries shall be made on a call-off basis. The order shall be deemed to be accepted at which point and on which date a contract shall come into existence on the earlier of: (i) the Supplier issuing written acceptance of the order, or (ii) any act by the Supplier consistent with fulfilling the order. Coveris reserves the right to withdraw or revise the order at any time prior to the Supplier's acceptance of the order of Coveris and after Supplier's acceptance of the order if this is reasonable and acceptable for the Supplier.

2.3. Coveris shall have the right to cancel the order for the Products in whole or in part by giving written notice of cancellation at any time prior to delivery or performance. In this event the sole liability of Coveris shall be to pay the Supplier the value for the work in progress relating to the supply or performance of the Products, up to a maximum amount of the price for the Supplies in respect of which Coveris has exercised the right of cancellation, less any amount obtained by the Supplier for selling on such Products or work in progress. The Supplier shall use its best endeavours to mitigate its losses in respect of Products subject to a cancellation and try to use it otherwise. For the avoidance of doubt Coveris is not liable for any loss of anticipated profits or any consequential loss.

2.4. Coveris may provide forecasts of its likely requirements of supplies ("Forecasts") for one or more months following the month in which the Forecast is placed. While Coveris shall endeavour to provide accurate Forecasts, it shall not be bound by it and an order may vary from the Forecast to which it relates. Forecasts are an estimate only and shall not in any way be construed as a commitment by Coveris to purchase such amounts from the Supplier. Delivered Products which were not ordered

may (at the option of Coveris) be returned to the Supplier at the Supplier's expense and risk.

### **3. Supply of Products**

3.1. The Supplier shall supply the Goods in accordance with the purchase order and warrants and guarantees that the Goods supplied under a contract based on the General Terms will:

- be from defects in design, material and workmanship and remain so for 24 months after delivery, unless the parties agree on a shorter period;
- be of satisfactory quality and fit for any purpose held out by the Supplier or specified by Coveris or made known to Supplier (and in this respect Coveris relies on the Supplier's skill and judgment);
- be in accordance with the latest state of technology, produced by the use of environmentally friendly production methods and conform in any respects with the descriptions, specifications and/or patterns provided by Coveris to the Supplier, any industry standards and certifications and further also conform to any applicable (statutory and regulatory) requirements relating to design, manufacture, labelling, packaging, storage, handling, safety standards and delivery of the Products, which are in force on the date of delivery;
- not infringe any Intellectual Property Rights or any other rights of third parties.

3.2. The Supplier shall co-operate with Coveris in all matters relating to the Services and comply with the instructions of Coveris and the Supplier warrants that all Services will be performed:

- with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- by the use of staff which is suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure

that the Supplier's obligations are fulfilled in accordance with the contract;

- in full compliance with all applicable laws;
- (so as) to ensure that the Services completed under the contract are free from defects in materials and workmanship and are fit for the intended purpose.

3.3. The Supplier undertakes to implement sufficient and appropriate validations and revalidations, inspections, tests, and other evaluations to ensure that the Products conform to the specifications at all times. The Supplier shall have an adequate quality assurance system in place and provide proof of such. On request of Coveris, the Supplier and Coveris shall enter into a mutually agreed-upon quality assurance agreement, which shall set forth in detail the quality assurance arrangements and procedures of the Products and the responsibilities between Supplier and Coveris.

3.4. The Supplier acknowledges and agrees that the approval by Coveris of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this Clause 3.

3.5. Any repaired or replacement Products issued under a warranty and/or guarantee pursuant to Clause 3.1 shall be subject to a fresh warranty and/or guarantee under this Clause of 24 months or the respective agreed shorter initial warranty period.

3.6. The warranties and rights under this Clause 3 and Clause 5 are not exhaustive and shall not be deemed to exclude any warranties set by law, Supplier's standard warranties or other rights and warranties which Coveris might be entitled to.

### **4. Prices, terms of payment and default**

4.1. The price for the Goods shall be fixed as stated in the order and shall be exclusive of any applicable value added tax (which shall be payable by Coveris on receipt of a valid VAT

invoice) and inclusive of any packaging and transport costs, expenses, fees, levies, and other taxes and customs duties and transport insurance which are incurred in connection with deliveries to the agreed delivery point.

4.2. The charges for the Services shall be set out in the order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Coveris, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Additional costs only apply if accepted by Coveris.

4.3. Coveris shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

4.4. The Supplier shall invoice Coveris on or at any time after completion of delivery of the Goods or on completion of performance of the Services. Each invoice shall include such supporting information required by Coveris to verify the accuracy of the invoice, including but not limited to the relevant purchase order number, date of purchase order, date of delivery, unit price, quantity, line total cost, delivery address, part number (if applicable), description of part, item numbers etc.

4.5. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as Coveris shall approve. The Supplier shall allow Coveris to inspect such records at all reasonable times on request.

4.6. Unless otherwise agreed, Coveris shall make payment within 60 days of receipt of a correctly issued VAT invoice by direct transfer to the Supplier's nominated bank account.

4.7. Payment shall never imply a waiver by Coveris of any right Coveris may have under a contract based on these General Terms or by law and shall in particular not be deemed to

signify acceptance of any Products subsequently found to be defective or non-conforming and further shall not constitute any admission by Coveris as to the satisfaction of the Supplier's obligations under a contract.

4.8. Coveris may at any time, without limiting any other rights or remedies it may have, set off against the price, including any VAT payable, any amount owed to it by the Supplier against any amount payable under a contract or otherwise by the Supplier to Coveris or another Coveris Group company.

4.9. Furthermore, Coveris reserves the right to withhold payment in the event of a dispute, if it has a claim against Supplier.

4.10. In the event Coveris fails to pay any undisputed amount payable by it, the Supplier may charge Coveris interest on the overdue amount at the rate of 4% per annum above the base rate.

## **5. Delivery, time of delivery, risk, title**

5.1. Supplier shall deliver the Products in accordance with Incoterms 2020 "DDP" (delivery duty paid), to the place of delivery as requested by Coveris, unless Coveris instructs otherwise. All dates and times referred to in the order or contract shall be firm.

5.2. As soon as Supplier knows or is reasonably expected to know that it will fail to deliver or will be late in delivering, Supplier shall immediately notify Coveris thereof in writing, stating the reasons causing the circumstances for failure or delay. Without prejudice to the rights and remedies of Coveris under these General Terms (in particular to those available under this Clause 5), the parties shall consult each other to determine whether the situation that has arisen can be settled to the satisfaction of Coveris and if so in what way. Irrespective of this, Coveris is entitled to demand from the supplier from the time of the delivery delay a contractual penalty independent of fault of 1% of the total order value of the delivery for each commenced week of delay, but not exceeding

5% of the total order value of the delivery. The assertion of further claims for damages remains unaffected.

5.3. All Products must be packaged securely, in an environmentally friendly way and in compliance with the packaging specifications if provided to Supplier. The Products shall be transported in accordance with applicable standards and regulations so as to prevent damage during loading, transportation and off-loading and. Unless agreed in writing, Coveris shall not be obliged to return any packaging or packaging materials.

5.4. The Supplier shall deliver the quantity of goods stated on the purchase order. Coveris will only accept quantities explicitly ordered but may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered. Coveris is entitled to refuse the acceptance of early or partial deliveries of Products.

5.5. Coveris accepts no responsibility for deliveries outside specified times and unless otherwise stipulated by Coveris, deliveries shall only be accepted by Coveris during normal business hours. The Supplier shall give Coveris advance notice about the delivery date and time.

5.6. A delivery note quoting the Supplier's name, the purchase order number (and Supplier's stock number), quantity, total value, (if partial delivery) expected delivery date for balance of order and any additional information in the purchase order must accompany each delivery or consignment of supplies and must be displayed prominently on each delivery or consignment.

5.7. During the business relationship Coveris will, subject to compliance by the Supplier with the remaining provisions in this subsection, provide to (or as appropriate procure the provision to) the Supplier and the Supplier's employees non-exclusive access to such parts of the premises of Coveris as the Supplier reasonably requires for the purpose of

providing the Goods and/or Services and performing its obligations pursuant to any agreement, subject to any rights, reservations or restrictions referred to or contained in any ancillary agreements or otherwise notified to the Supplier. The Supplier will (and will procure that all Supplier's employees will), whilst present at the premises of Coveris, at all times comply with (i) all of the policies of Coveris and any other policies and standards that are relevant to the provision of the Goods and/or performance of the Services and any other on site regulations (including security rules and safety requirements) specified by Coveris for employees working at the premises, and (ii) any requirements of or instructions that may be given by the Customer (including any request to immediately leave the premises). The Supplier will be responsible for ensuring that it has requested and obtained copies of such policies and standards. Coveris will, on request, from time to time provide the Supplier with a copy of such policies and standards.

5.8. Title and risk in the Products shall pass to Coveris upon the delivery (or performance) of such Products to Coveris, free from any third party rights or interests, unless payment for the Products is made prior to delivery, in which case title to the Products shall pass to Coveris once payment has been made for the Products by Coveris.

5.9. The Supplier shall, at its sole expense until delivery of the Goods in accordance with a contract based on these General Terms, insure the Goods against all risks to their full replacement value.

5.10. Coveris may request Supplier to postpone delivery, in which case Supplier shall store, secure and insure the Products properly packed and clearly marked as intended for Coveris.

5.11. In the event of a delivery delay, after the fruitless expiration of a grace period to be set by Coveris, Coveris shall be entitled either to claim damages for non-performance or to

withdraw from the contract. The necessity of setting a grace period does not apply if a fixed-date delivery was agreed.

5.12. If the Supplier has delivered Products that do not comply with the undertakings set out in Clause 3, then Coveris shall, regardless of the nature of the defect, be free to demand a price reduction or to withdraw from the contract (rescission) or to demand replacement or repair of the defective products within the shortest possible time. If the deadline set by Coveris for remedy of the defect is not adhered to, Coveris shall be entitled to choose between rescission or price reduction. In urgent cases and if the supplier is in default in the rectification of defects, Coveris is without having to set a deadline entitled to rectify the defects (carry out the repair) itself or have it rectified (carried out) by a third party at the Supplier's sole cost. Coveris expressly reserves the right to assert any other claims for damages (also for non-performance).

5.13. In the event that defective Goods have been mixed by Coveris with other ingredients to produce a new product which due to the defective Goods is outside of Coveris's own specification for that new product, without prejudice to Coveris's other rights under these General Terms, the Supplier shall bear the costs of re-calling the faulty batch of new product, of replacing all ingredients, of re-manufacturing, re-packing and re-distributing a replacement batch for the contaminated batch of new product. In the event that Coveris reasonably deems it necessary to carry out a full product recall of any product that it has manufactured using any defective Goods, the Supplier shall promptly lend all reasonable assistance that Coveris may require to carry out such recall, and shall bear all of the costs thereof.

## **6. Indemnity, Liability, Insurance**

6.1. The Supplier shall indemnify Coveris and keep Coveris indemnified and hold harmless

from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential damages and losses, loss of profit, loss of reputation) and all interest, penalties and legal and all other professional costs and expenses, suffered or incurred by Coveris and/or for which it may be liable to any third party due to, arising from or in connection with:

- the negligent or wilful acts or omissions of the Supplier, or its representatives, sub-contractors or other agents in manufacturing and supplying the Goods or performing the Services;
- the direct or indirect breach of any provision of these General Terms by the Supplier or its representatives, employees, sub-contractors or other agents;
- any actual or alleged infringement of any Intellectual Property Rights or any misuse or alleged misuse of any confidential information, in respect of any of the Products or their use by Coveris or any person claiming through Coveris;
- any claim made against Coveris for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use or receipt of the Products.

6.2. Nothing in these General Terms shall limit or exclude liability of either party for:

- death or personal injury caused by negligence of the respective party, its employees or other agents;
- liability under the Product Liability Act;
- any other matter which, by law, may not be excluded or limited;
- the indemnities contained in Clause 6.1.

6.3. To the extent permitted by law, in no event will Coveris be liable for any loss of profit, loss of revenue, loss of goodwill or anticipated savings, or for any indirect, or unforeseeable or atypical or consequential losses or damages. Subject to Clause 6.2, the total liability of

Coveris to the Supplier shall be limited to the net price for the Products paid or payable to the Supplier.

6.4. During the term of the contract and for a period of five (5) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount of not less than EUR 1 million, and product liability insurance and public liability insurance in an amount not less than EUR 5 million and shall, on Coveris's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.

6.5. For the avoidance of doubt, the insurance coverage shall not in any way limit Supplier's responsibility and liability for its Goods delivered and Services performed to Coveris.

## **7. Tools, Intellectual property rights**

7.1. Any material, equipment or tools provided by Coveris to Supplier, or purchased by Coveris under a contract based on these General Terms, or purchased or used by Supplier in connection with a contract and paid by Coveris shall remain the property of Coveris and may only be used for the sole purpose of performing supplier's obligations under a contract.

7.2. Supplier, at its own expense, shall insure the material, equipment and tools belonging to Coveris at the replacement value on appropriate terms. Supplier shall carry out timely inspection, servicing, maintenance and repair work at its own expense and Supplier shall upon request hand over such material, equipment and tools to Coveris.

7.3. Supplier shall, for a period of at least 5 years after discontinuation of production of the Products, have available compatible spare parts substantially equivalent in terms of function and quality to the parts contained in the Products, or shall provide solutions on

reasonable conditions for Coveris such as providing the required specification/drawings and granting a (sub-)licence which allows the production of compatible spare parts.

7.4. All Intellectual Property Rights belonging to a party prior to entering or execution of a contract shall remain vested in and belong exclusively to that party. Nothing in these General Terms shall be taken to be a transfer or assignment of or an agreement to transfer or assign any Intellectual Property Rights of Coveris to the Supplier.

7.5. The Supplier grants Coveris a perpetual, royalty free, irrevocable, non-exclusive licence (with the right to sub-licence) to use its Intellectual Property Rights to the extent that such use is required for the purpose of performing its obligations under a contract based on these General Terms.

7.6. Without prejudice to the above, the intellectual property rights in any product development, including but not limited to any specifications provided by Coveris, and any samples, design rolls, designs, etc, shall be the exclusive property of Coveris.

7.7. The Supplier shall notify Coveris of any claim made or action brought or threatened referring to the infringement of the rights of any third party and Coveris shall have control and shall conduct any such proceedings in the matter it shall determine, including settlement negotiations, and Supplier shall provide all assistance required by Coveris. In the event that such a claim is made, or if in the reasonable opinion of Coveris this may occur, Supplier shall at its expense either procure for Coveris the right to continue using and exploiting the Products or replace or modify the Products so that they become non-infringing but correspond substantially to the Products as accepted by Coveris.

## **8. Confidentiality, Protection of data**

8.1. The Supplier may, in connection with an order or the contractual relationship, obtain

confidential information including trade and business secrets which is the property of Coveris and the Supplier shall keep all such information in the strictest confidence.

8.2. However, this obligation shall not apply to confidential information (i) which the Supplier may prove having been in the possession prior to the first receipt from Coveris; (ii) which becomes a matter of public knowledge without a breach of this confidential obligation; or (iii) which the Supplier may prove having been obtained from a third party under circumstances permitting its disclosure to others.

8.3. Confidential information shall not be passed on to third parties or used without the written consent of Coveris.

8.4. Without prejudice to the above, the Supplier's obligation to maintain confidentiality and not to use the trade and business secrets and manufacturing know-how of Coveris shall not end upon termination of the contractual relationship between the parties.

8.5. When handling data of Coveris, the Supplier shall ensure the security of the data is maintained in line with the security requirements of Coveris as notified to the Supplier from time to time.

## **9. Termination**

9.1. Without prejudice to any other right or remedy under these General Terms, Coveris may terminate an order or a contract based on these General Terms at any time for convenience by providing no less than 30 (thirty) calendar days' written notice to the Supplier.

9.2. Without prejudice to any other right or remedy under these General Terms, Coveris may terminate a contract with immediate effect by giving notice to the Supplier if:

- (without prejudice to Clause 9.2 third enumeration) the Supplier is in material breach of any obligation under a contract which is not capable of remedy; or

- the Supplier commits a breach of any term of a contract which is remediable and the Supplier fails to remedy that breach within a period of 7 days after being notified to do so; or
- the Supplier breaches the provisions of the Clauses 8 (Confidentiality, Protection of data) or 10 (Compliance); or
- if there is a change of more than 50% in the ownership structure of the Supplier or another de facto change of control; or
- the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

9.3. The Supplier may terminate the contract by written notice if Coveris has not paid any undisputed amounts within 120 days from the end of the month in which a VAT invoice is issued.

9.4. The termination (which includes expiry) of the contract, however arising, shall be without prejudice to rights and duties of Coveris and of the Supplier accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

9.5. Upon termination of the contractual relationship or expiry of a contract, the Supplier shall:

- give all reasonable assistance to Coveris and any incoming supplier of the Products, which in particular includes continued performance of all or any of the Services or delivery of Goods by the Supplier in the same manner as required prior to the expiry or termination of the contract until such transfer is completed;
- as soon as possible return all requested documents, information and data to Coveris.

## **10. Compliance**

10.1. In addition to its obligations to comply with provisions of these General Terms (in particular Clause 5.7) and applicable laws and

regulations, the Supplier shall and shall procure that its representatives, employees, agents, subcontractors and other vicarious agents shall:

- comply with the Supplier Code of Conduct of Coveris in the version as available at <http://www.coveris.com> or any other communicated Policies; and
- comply with all applicable laws and regulations including those relating to anti-bribery and anti-corruption.

10.2. The Supplier shall use its best efforts to promote and request the compliance with the Supplier Code of Conduct of Coveris by its own suppliers and subcontractors.

10.3. If the Supplier becomes aware of any breach or suspected breach of this Clause 10 by its employees, agents or subcontractors or other vicarious agents, Supplier shall promptly notify Coveris and Coveris may (not limiting its rights under Clause 9) immediately suspend the operation of the contract by giving written notice, pending an investigation into the breach or suspected breach. Supplier shall assist Coveris in any such investigation, including by providing Coveris with reasonable access to its employees, documents and systems.

10.4. Coveris reserves the right to audit the Supplier for compliance with the Supplier Code of Conduct of Coveris at any time and without prior notice. Such audit shall be conducted either by Coveris itself or an independent firm or person mandated for such purpose by Coveris.

## **11. Severability, Assignment and Waiver**

11.1. If any provision in these General Terms, or any provision within the framework of other agreements or contracts, is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by another provision which comes as close as possible to the economic and legal result of the invalid provision.

11.2. No amendment to or variation of these General Terms shall be binding unless expressly agreed in writing.

11.3. Each of the contractual obligations of the contracting Coveris company can be fulfilled by another Coveris Group company.

11.4. The Supplier may not assign or otherwise transfer its rights or obligations without the prior written consent of Coveris.

11.5. Neither an omission on the part of Coveris to demand or enforce compliance with a provision of these General Terms or a contract, nor a single or partial exercise of a right or an express or tacit waiver shall be deemed a permanent waiver of compliance with or enforcement of the corresponding provision.

## **12. Applicable law, place of jurisdiction and other provisions**

12.1. These General Terms and the supply relationship between the parties shall be governed by and construed in accordance with Austrian law to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

12.2. The exclusive place of jurisdiction for all disputes is the competent court in Vienna. However, Coveris reserves the right to assert claims against the Supplier at another legally established place of jurisdiction.

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