

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

For the purposes of these General terms and conditions of purchase, the following terms shall have the meanings set forth below:

“Affiliates” means any corporation or company which is, directly or indirectly Controlled by, Controlling or under common Control with a Party.

“Applicable Laws” means statutes, laws, rules, treaties, regulations, orders, decrees applicable industry codes, policies and licensing requirements of any governmental or regulatory authority applicable to the manufacture, supply, sale and placing on the market of Product, including ESG requirements.

“Buyer” means Constantia Flexibles Group GmbH or any of its Affiliates, except for Constantia Blythwood LLC, Constantia Sittingbourne Ltd and Constantia FFP Limited, that issue a Purchase Order to the Supplier for the supply of the Products.

“Control” means ownership or control, directly or indirectly, of more than 50% of the capital or voting rights of a Party or otherwise the power to direct its activities.

“Confidential Information” shall include all information, which was disclosed or made accessible by one Party or its Affiliates vis-à-vis the other Party or its Affiliates, in whatever form (oral, written or electronic, including electronic data carriers), regardless of when the information has been produced, to whom it was addressed (managing directors, employees, advisors, agents and/or other legal entities acting for the receiving party), and whether the information has been expressly described or labelled as confidential. In particular, Confidential Information shall include, but it is not limited to business concepts, plans, calculations, methods, drawings, analyses, financial and business data, inventions, know-how, patents, trademarks, trade secrets, specifications, designs, formulas, prices, samples, equipment, materials, schemes, technology which

concerns or is in connection with the purpose of these General terms and conditions of purchase or any of the Parties or their business activities, business relations as well as their employees, customers or business partners.

“Effective Date” means the date on which the Purchase Order is issued by the Buyer.

“Existing Intellectual Property Rights” means any Intellectual Property Rights owned by or licensed to a Party prior the Effective Date, as well as any Intellectual Property Rights created by that Party during the term of these General terms and conditions of purchase, which may be related to the Products but were developed independently by that Party without reliance on other Party Confidential Information.

“Export Control Laws” mean regulations (national and international) that govern the export of goods, technology, software, and services to foreign countries or non-citizens.

“Force Majeure Event” means fire, flood, explosion, nuclear contamination, earthquake, epidemic, riot, civil commotion, lockout or other industrial action, act of God, war, warlike hostilities or threat of war, terrorist activities any prohibition or restriction by any government or other legal authority.

“General terms and conditions of purchase” or **“GTCP”** means these General terms and conditions of purchase.

“Intellectual Property Right(s)” means all copyrights, database rights, topography rights, design rights, trademarks, patents, patent applications, know how, trade secrets, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world.

“Parties” means the Buyer and the Supplier.

“Product(s)” means the products, materials, equipment specified in the Purchase Order, manufactured by the Supplier and supplied in accordance with these General terms and conditions of purchase.

“Prohibited Activities” means any transactions or business dealings involving individuals, entities, or countries subject to sanctions, embargoes, or other restrictive measures imposed by the applicable jurisdictions.

“Purchase Order” means the binding commercial document issued by the Buyer to require the supply of the Products, specifying items, products, materials, quantity, prices, payment terms, delivery terms and other conditions. Each Purchase order is subject to these General terms and conditions of purchase unless otherwise agreed in writing by the Parties.

“Sanctions Laws” are all laws, regulations, and directives related to economic and trade sanctions applicable in the European Union, United States, Australia, United Kingdom, Singapore, and any other relevant jurisdiction.

“Sanctioned Parties” mean parties (individual or commercial entities) subject to Sanctions Laws, being listed on any sanction-related lists maintained by relevant jurisdictions.

“Sanctioned Products” means products included on any sanctions-related or dual-use lists.

“Specifications” means the technical specifications of the Products, their materials, components and packaging agreed by the Parties.

“Supplier” means the entity or company that accepts a Purchase Order from the Buyer and agrees to supply the Products in accordance with these General terms and conditions of purchase.

- 1.1 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.2 The headings in these General terms and conditions of purchase are for ease of reference only and shall not affect its instruction or interpretation.

2. SALE AND PURCHASE

- 2.1 The Supplier shall manufacture and sell, and the Buyer shall purchase, the Products as set out in the Purchase Order and in accordance with these General terms and conditions of purchase.

3. TERM

- 3.1 These General terms and conditions of purchase shall be effective as of the Effective Date shall continue until completion of the obligations specified therein, unless earlier terminated pursuant to the terms of these General terms and conditions of purchase.

4. MANUFACTURE OF THE PRODUCTS

- 4.1 The Supplier shall manufacture the Products in accordance with:
 - a. Specifications; and
 - b. all Applicable Laws relevant to the Products.

5. ORDERS

- 5.1 The Buyer shall place Purchase Orders to the Supplier in writing by email or through other systems (e.g. SAP, Salesforce or extranet) or any other agreed method. Each Purchase Order is subject to these General terms and conditions of purchase unless otherwise agreed in writing by the Parties.
- 5.2 The Supplier shall confirm each Purchase Order within three (3) business days from the date of receipt. The absence of a response within three (3) business days of receipt, shall be deemed an acceptance of the Purchase Order.
- 5.3 Notwithstanding the above clause 5.2, the Supplier shall not reject any Purchase Order unless it does not comply with the terms of these General terms and conditions of purchase. Any

rejection must be communicated in writing within three (3) business days of receipt, specifying the reasons.

6. SUPPLY AND DELIVERY

- 6.1 The Supplier shall deliver the Product, in accordance with DAP Buyer's premises under ICC Incoterms® 2020, unless stated otherwise in the Purchase Order. The Delivery shall be made within the agreed lead time or on delivery date set out in the Purchase Order.
- 6.2 The Products shall be packed and labelled in accordance with the Specifications if applicable, or, in a suitable manner for their transportation.
- 6.3 If applicable, the Supplier shall deliver the certificate of analysis and the safety data sheet together with the Products.
- 6.4 Without prejudice to any rights or remedy the Buyer may have under these General terms and conditions of purchase or the Applicable Law, whenever the Supplier believes that it cannot meet the delivery date of any Purchase Order, the Supplier shall immediately inform the Buyer of the delay and the reason thereof. The Buyer reserves the right to cancel a delayed Purchase Order without liability if the delay exceeds the agreed lead time or delivery date by twenty (20) days.

7. RISK AND TITLE

- 7.1 The title and risk of loss to the Product shall pass to the Buyer in accordance with the agreed ICC Incoterm 2020 specified in the Purchase Order.

8. PRICES

- 8.1 The prices of the Products are set out in the Purchase Order.

9. PAYMENT TERMS

- 9.1 The Supplier shall issue the invoice for Products upon delivery. The invoice

shall be issued to the Buyer or the Buyer's Affiliates who placed the Purchase Order.

- 9.2 Each invoice shall specify the price in respect of the Products delivered, the quantity of the Products delivered and the amount of sales, value added tax or equivalent indirect tax due in respect of the Products delivered and the Purchase Order reference number. Supplier's invoices shall comply with all Applicable Laws.

- 9.3 If applicable, the Supplier shall specify the HS Code (*Harmonized System Code*), customs value and any other custom information on the invoice and shipping documents.

- 9.4 Unless otherwise stated in the Purchase Order, the default minimum payment term shall be sixty (60) days net, without any deduction or discount. The payment term shall be calculated from the latest of the following dates:

- a. the invoice date;
- b. the date the invoice is received by the Buyer; or
- c. the date the Products are received by the Buyer.

- 9.5 The Payment shall be made by wire transfer to the account nominated in writing by the Supplier. Payment by the Buyer for the Products shall not be deemed acceptance of such Products in the event of Supplier's breach of warranties or obligations set out in these General terms and conditions of purchase.

10. INTELLECTUAL PROPERTY

- 10.1 Each Party acknowledges and retain ownership of its Existing Intellectual Property Rights.
- 10.2 The Supplier grants the Buyer a worldwide, revocable, non-exclusive, royalty free license to use the Supplier's Intellectual Property Rights

for the manufacturing, use and sale of the Buyer's finished products incorporating the Products.

- 10.3 The Buyer grants the Supplier a limited, revocable, non-transferable, non-exclusive license to use the Buyer's Intellectual Property Rights solely for the purpose of manufacturing the Products under these General terms and conditions of purchase.
- 10.4 Any development, invention or innovation arising out of or in connection with the manufacturing process of the Products, or the Buyer's use of the Products, including improvements or modifications to the Products, shall be owned by the Buyer.
- 10.5 The Supplier agrees to assign all rights, title and interest in and to any such developments, including Intellectual Property Rights, to the Buyer.

11. WARRANTY

- 11.1 The Supplier represents and warrants that the Product shall at the time of delivery:
 - a. conform with the agreed Specifications;
 - b. be fit for the purpose for which similar products to the Products are commonly used;
 - c. be free from defects in design, materials and workmanship;
 - d. be free and clear of all liens, security interest, or other encumbrances;
 - e. not infringe or violate any third party's Intellectual Property Rights; and
 - f. comply with the Applicable Laws.

12. DEFECTIVE PRODUCTS

- 12.1 The Buyer shall inspect the delivered Products. In the event of a defect that is apparent on normal visual inspection, the Buyer shall notify the Supplier within fifteen (15) days after receipt of the Products. In the event of a hidden or latent defect the Buyer shall notify the Supplier within a reasonable time of the hidden or latent defect having become apparent.
- 12.2 Notwithstanding any other provision of these General terms and conditions of purchase, if the Products fail to conform with clause 11.1 ("**Alleged Defective Products**"), the Buyer shall notify the Supplier and make available the Alleged Defective Products to the Supplier for its own inspection. If the Alleged Defective Products are defective ("**Defective Products**") the Buyer shall, in addition to any other remedies under these General terms and conditions of purchase or Applicable Laws, be entitled to:
 - a. return of the Defective Products to the Supplier, at Supplier's cost, and receive replacement Products, free of charge, within the time frame agreed by the Parties;
 - b. reject the Defective Products and demand a full refund of the purchase price paid for such Products (or waive any outstanding invoice related to the Products); or
 - c. require the Supplier to repair the Defective Products, at the Supplier's risk and cost.
- 12.3 If the option chosen by the Buyer is impossible or would entail disproportionate costs, the Supplier can offer another remedy, granted it suffices to ensure the Products' conformity. Any refusal by the Supplier to proceed according to the Buyer's choice shall be justified in writing.

12.4 The Supplier shall bear all transportation and disposal costs associated with the Defective Products, including the cost of returning such Products to the Supplier. Additionally, the Buyer may claim damages arising from such Defective Products such as equipment downtime, packaging costs, waste disposal of the Buyer's finished products containing the Defective Products, manhours, and potentially any other costs resulting from the Defective Products.

12.5 The Buyer may recall the Defective Products due to safety, regulatory and quality reasons, and the Supplier shall bear any costs associated with such recall.

13. INSPECTIONS AND AUDITS RIGHTS

13.1 Upon request by the Buyer, the Suppliers is required to carry out laboratory tests (microscopy, barrier measurement, migration etc.) on samples or Products to ensure compliance of the Products with these General terms and conditions of purchase and the Specifications. These tests shall be conducted according to the available in-house possibilities as a free of charge service.

13.2 Furthermore, upon the Buyer's written notice, the Supplier shall allow the Buyer access to its manufacturing site to inspect, examine and test raw materials, components, equipment, Products, manufacturing processes related to the Products and the manufacturing site.

13.3 The Buyer shall also be entitled to conduct audits to verify Supplier's compliance with the terms and conditions of these General terms and conditions of purchase, Applicable Laws, health and safety laws, environmental laws, sustainability laws and the Buyer's Policies.

13.4 The Supplier shall immediately address and remedy any noncompliance

identified during inspections or audits, at its own cost. The Buyer's inspection or audit shall not constitute a waiver of its rights to reject the Defective Products, require corrective actions or seek damages for noncompliance.

13.5 The Supplier shall maintain records of all manufacturing, testing, and quality activities for two (2) years.

14. INDEMNIFICATION

14.1 The Supplier shall indemnify, hold harmless and defend the Buyer, its Affiliates, and their respective directors, officers, representatives, shareholders, employees, customers and agents from and against any and all claims, damages, losses, demands, liabilities, penalties, fines, costs, lawsuits, expenses (including reasonable legal's fees) or any other obligation arising from or related to:

- a. any breach of any representation, warranty, or provision of these General terms and conditions of purchase;
- b. any breach of confidentiality obligations under these General terms and conditions of purchase or Applicable Laws;
- c. any violation of Applicable Laws including but not limited to environmental, health and safety laws by the Supplier, its Affiliate or subcontractors;
- d. any wilful misconduct or negligence by the Supplier, its Affiliates or subcontractors;
- e. Defective Products, including Product recalls, whether initiated by the Buyer, governmental or regulatory authorities, or any third party;
- f. any Intellectual Property Rights infringement;

- g. death, personal injury, property damage caused by the Supplier, its Affiliates, its subcontractors or the Products; or
- h. any violations of Export Control Laws and Sanctions Laws, including but not limited to any fines, penalties, or sanctions imposed by any governmental authority.

14.2 The Supplier shall notify the Buyer of any events, claims or incidents that may result in a liability or indemnification under this clause.

15. INSURANCE

15.1 The Supplier shall, at its sole cost and expense, maintain in full force and effect appropriate commercial general liability insurance and product liability insurance with coverage amounts appropriate to the nature of the Products and the related business risks.

15.2 The Supplier shall, at the Buyer request, provide its certificate of insurance.

15.3 It is understood and agreed by the Parties that the insurance requirements shall not be construed to limit or reduce Supplier's indemnification obligations or other liabilities under this these General terms and conditions of purchase.

16. COMPLIANCE

16.1 The Supplier shall comply with the Code of Conduct for Suppliers and Ethical Sourcing ("**Buyer's Policies**") available at: <https://www.cflex.com>.

16.2 Without prejudice to any rights or remedy the Buyer may have under these General terms and conditions of purchase or the Applicable Laws, Supplier's breach of the Buyer's Policies will entitle the Buyer to terminate these General terms and conditions of purchase immediately upon written notice.

16.3 The Parties acknowledge their common intention to minimize the negative impact of their business on the planet and people. The Supplier shall actively support the Buyer's sustainability objectives ([Cflex ESG Commitments](#)). This includes but is not limited to:

- a. actively working towards reducing greenhouse gas emissions;
- b. providing Product Carbon Footprint (PCF) data upon request;
- c. implementing ethical business practices and anti-corruption measures to ensure compliance with the Buyer's Policies.

17. TERMINATION

17.1 Either Party shall be entitled to terminate these General terms and conditions of purchase by written notice to the other Party if that other Party commits any material breach of any of its obligations under this these General terms and conditions of purchase and, in the case of a breach capable of remedy, fails to remedy same within thirty (30) business days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

18. CONSEQUENCES ON TERMINATION

18.1 In the event of termination or expiry of these General terms and conditions of purchase for whatever reason, the Supplier shall:

- a. complete all outstanding Purchase Orders; and
- b. at the Buyer's request, destroy all copies in its possession of all Confidential Information which has been disclosed to the Supplier together with all material relating to that Confidential Information

prepared by, or on behalf of, the Supplier.

18.2 In the event of partial termination of these General terms and conditions of purchase in respect of one or more Products for any reason, the provisions of clause 18.1 above shall apply in respect of the affected Products.

18.3 Termination or expiration of these General terms and conditions of purchase for any reason shall be without prejudice to any rights that have accrued to the benefit of any Party prior to such termination or expiration.

19. CONFIDENTIALITY

19.1 Each Party shall not disclose to any third party any Confidential Information, without the prior written consent of the Party providing such Confidential Information, nor use such Confidential Information except for the purpose of exercising its rights and obligations under these General terms and conditions of purchase.

19.2 The confidentiality obligations shall not apply to the Confidentiality Information that:

- a. was known to the receiving Party before disclosure as evidenced by written records;
- b. is or becomes generally available to the public through no fault of the receiving Party;
- c. is disclosed to the receiving Party by a third party (not in breach of any obligation of confidentiality) subsequent to disclosure; or
- d. is independently developed by the receiving Party without use of the Confidential Information, as evidenced by written records.

19.3 Each Party may disclose Confidential Information to its Affiliates, officers,

employees, advisors, agents and subcontractors who need to know such Confidential Information to fulfil their obligations under these General terms and conditions of purchase. The disclosing Party shall ensure that these individuals comply with the confidentiality obligations set forth in these General terms and conditions of purchase.

19.4 If a Party is required to disclose Confidential Information by Applicable Laws or court, it may do so. Where legally allowed, the disclosing Party shall notify the other Party in advance. If providing prior notice is prohibited, the disclosing Party shall, as soon as practicable and permitted, inform the other Party about the disclosure requirement and the information that was disclosed.

19.5 The Parties agree that Confidential Information consisting of a trade secret shall be maintained in confidence to the maximum extent permitted by the Applicable Laws.

20. NO PUBLICITY

20.1 The Supplier shall not make any press nor public announcement concerning any aspect of these General terms and conditions of purchase, without the Buyer's prior written consent.

21. DATA PROTECTION

21.1 The Parties acknowledge and agree to comply with the European General Data Protection Regulation (EU) 2016/679 (GDPR) if applicable, and/or any applicable national data protection laws. In the context of these General terms and conditions of purchase, personal data may be exchanged and processed by the Parties for the purpose of fulfilling their obligations under these General terms and conditions of purchase.

22. EXPORT CONTROL AND SANCTIONS LAWS

- 22.1 The Parties shall not engage in transactions or business dealings that violate any Export Control Laws and Sanctions Laws, including but not limited to business with Sanctioned Parties, countries, or involving Sanctioned Products.
- 22.2 Prohibited Activities. The Parties are prohibited from:
- a. conducting business with Sanctioned Parties or countries listed on Export Control Laws and Sanctions Laws and sanctions lists maintained by relevant jurisdictions.
 - b. facilitating transactions or business dealings involving Sanctioned Parties.
 - c. providing or acquiring products, services, technology, information (including software), or financial support to or from Sanctioned Parties.
 - d. engaging in any activities that violate applicable Export Control Laws and Sanctions Laws.
- 22.3 Non-Export and Re-Export Clause. Neither Party shall export, re-export, transfer, or make available any product, service, technology, or information (including software) provided under these General terms and conditions of purchase to or from any prohibited entity or country without prior authorization from competent authorities as required by Export Control Laws and Sanctions Laws.
- 22.4 Assurance of Non-Inclusion of products from Sanctioned Countries. The Supplier ensures that no products, components, or materials sourced from sanctioned countries are included in the Products. The Supplier will conduct thorough checks and due diligence on its supply chain to ensure compliance with this requirement. Any breach of this clause will be considered a material breach of these General terms and conditions of purchase.
- 22.5 Auditing Obligations. The Supplier shall conduct regular audits to ensure compliance with Sanctions Laws and communicate the results promptly to the Buyer. The Buyer reserves the right to conduct its own audits, and the Supplier shall cooperate fully.
- 22.6 Compliance Certification. The Supplier shall provide an annual certification to the Buyer affirming compliance with these General terms and conditions of purchase and all applicable Export Control Laws and Sanctions Laws, signed by an authorized representative.
- 22.7 In the event of a material breach of these General terms and conditions of purchase, including violations of Export Control and Sanctions Laws, the Buyer reserves the right to terminate these General terms and conditions of purchase immediately upon written notice to the Supplier. These General terms and conditions of purchase may be updated periodically to reflect changes in Export Control Laws and Sanctions Laws. The Buyer will notify the Supplier of such updates, which shall become effective immediately upon notification.
- 23. NOTICES**
- 23.1 Any notice under these General terms and conditions of purchase must be in writing and may be served by hand, by registered air mail, by certified email, or by courier to the addresses specified in the Purchase Order.
- 24. FORCE MAJEURE**
- 24.1 Neither Party shall be liable to the other, or be deemed to be in breach of these General terms and conditions of purchase, by reason of any delay in performing, or failure to perform, any of its obligations under these General terms and conditions of purchase if the delay or failure is due to a Force Majeure Event.

24.2 A Party claiming to be unable to perform its obligations under these General terms and conditions of purchase (either on time or at all) due to a Force Majeure Event shall promptly notify, in writing, the other Party of the nature and extent of the circumstances in question and shall take all reasonable actions to avoid or minimise the consequences of such Force Majeure Event.

24.3 If the Force Majeure Event continues for more than three (3) months from the receipt of the above-mentioned notice, the Buyer, by addressing a written notice to the Supplier, shall have the right to cancel any outstanding Purchase Order. Either Party shall moreover have the right to terminate these General terms and conditions of purchase.

24.4 Neither Party shall be liable for failure to perform its obligations under these General terms and conditions of purchase if such failure is caused by new or amended Export Control and Sanctions Laws.

25. ASSIGNMENT

25.1 The Supplier shall not assign any rights or obligations hereunder without the prior written consent of the Buyer. The Buyer may assign these General terms and conditions of purchase to an Affiliate. Any assignment shall not relieve the assigning party of any obligations it may have hereunder. These General terms and conditions of purchase shall be binding on and inure to the benefit of the permitted successors and assigns of the Parties hereto.

26. INDEPENDENT CONTRACTOR

26.1 The Parties are independent contractors. Nothing contained in these General terms and conditions of purchase is intended to create any partnership or joint venture between the Parties. Additionally, neither Party has the right to assume or create

obligations or responsibilities on behalf of the other Party.

27. WAIVER

27.1 Failure of either Party to enforce any of the provisions of this Agreement or any right with respect thereto or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right or election or in any way affect the validity of this Agreement. The failure of either Party to enforce any of said provision, right or election shall not preclude or prejudice such Party from later enforcing or exercising the same or other provision, right or election which they may have under these General terms and conditions of purchase.

28. SEVERANCE

28.1 If any provision of these General terms and conditions of purchase (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, it shall be deemed deleted and the other provisions shall remain valid and enforceable.

29. ENTIRE AGREEMENT

29.1 These General terms and conditions of purchase and the related Purchase Order constitute the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written.

30. NO AMENDMENTS

30.1 No amendment or modification to these General terms and conditions of purchase shall be valid unless agreed upon in writing and signed by both Parties.

31. SURVIVAL TERMS

31.1 Neither the expiration nor termination of these General terms and conditions of purchase shall affect any rights of any Party which shall have accrued prior to the date of such expiration or termination, and in particular, it is expressly agreed by the Parties that the obligations regarding 10. Intellectual Property, 11. Warranty, 14. Indemnification, 15. Insurance, 18. Consequences of termination, 19. Confidentiality, 22. Export Control and Sanctions Laws 33. Governing Law and Jurisdiction shall survive the expiration or termination of these General terms and conditions of purchase.

32. PREVAILING TERMS

32.1 In the event of any conflict or contradiction between a supply agreement executed by the Parties and these General terms and conditions of purchase, the provisions of the supply agreement executed by the Parties shall prevail. In the event of any conflict or contradiction between these General terms and conditions of purchase and other documents exchanged between the Parties, that claim to regulate the same matter as set out in these General terms and conditions of purchase, the provisions of this General terms and conditions of purchase shall prevail, unless expressly agreed otherwise in writing by the Parties.

33. GOVERNING LAW AND JURISDICTION

33.1 These General terms and conditions of purchase shall be governed by and construed in accordance with the laws of Austria.

33.2 If the Supplier has its registered office within the European Union, the European Economic Area or Switzerland, the Parties agree that the competent court in Vienna shall have exclusive jurisdiction over any dispute arising out of or in connection with these General terms and conditions of purchase.

33.3 If the Supplier has its registered office outside Europe, European Economic Area or Switzerland, all disputes or claims arising out of or in connection with these General terms and conditions of purchase, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by three arbitrators appointed in accordance with the said Rules. The language of the arbitral proceedings shall be English. The seat of the arbitral proceedings shall be Vienna, Austria.

33.4 The United Nations Convention on Contracts for the International Sale of Goods, 1980 shall not apply to these General terms and conditions of purchase.