

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Scope

1.1 This General Terms and Conditions of Purchase shall exclusively apply to all deliveries and provision of Goods between Quadpack and the Supplier. Any differing conditions or terms of Supplier are herewith objected to and shall not apply. Any agreement affecting the execution of this Contract must be in writing.

1.2 Therefore, the Supplier conditions of sale which differ from the ones stated here shall not be considered the purpose of this Contract, not even after the order acceptance.

1.3 Any other agreement, annex to these conditions or subsequent amendments shall be always done in writing. Unless otherwise specifically agreed, the Contract shall come into force by the acceptance in writing by both parties.

### 2. Definitions

"Supplier" means the seller of the goods.

"Client" or "Quadpack", shall mean the purchaser of the goods, being whichever Quadpack Group legal entity is stated in the quotation.

"Goods" means any products to be supplied by the Supplier to Quadpack under the Contract.

"Contract" shall mean these General Terms and Conditions of Purchase and any other agreement made or to be made between Quadpack and the Supplier subject to these terms.

### 3. Quotations

3.1 Supplier will provide the Quotation using the document named "Request for Quotation Sheet" provided by Quadpack.

3.2 The Supplier shall complete the offer sheet detailing all the technical specifications of the Goods, a clear image, drawing or design of the Goods and the price according to the Clause 3 of this General Terms and Conditions of Purchase.

3.3 Quadpack will send the "Purchase Order" as confirmation and acceptance of the price, terms and technical specifications provided by the Supplier in the Request for Quotation Sheet. The Suppliers will confirm the order acceptance together with the delivery dates within 2 working days of receiving the Purchase Order.

### 4. Price

4.1 Unless otherwise agreed, Prices detailed in the Request for Quotation Sheet are for FOB plus the applicable VAT at the time of issuing the invoice.

4.2 Quadpack will pay the price negotiated between Supplier and Quadpack, agreed in writing, which shall be validated on the Purchase Order.

4.3 Supplier shall invoice according to the price mentioned on the accepted purchase order.

4.4 Prices shall not be increased or adjusted due to increases in the raw materials, acquisition costs or any other associated costs as per changes in exchange rates with fluctuation, tariffs, insurances, levies, increases of the freight costs, tolls, etc.

4.5 Any request for price increase must be substantiated with adequate documentation for Quadpack's verification & approval before implementation of the surcharge, in which case the Supplier will inform Quadpack in writing with at least 6 months in advance.

4.6 Once received the notice from the Supplier, Quadpack and the Supplier will work together to mitigate any price variation together.

4.7 Notwithstanding the above, no price increase or adjustment will apply to the Purchase Orders already sent by Quadpack. Price increases will be applied only to future orders and after a formal written agreement between the parties.

### 5. Payment Terms

5.1 Quadpack payment terms are sixty (60) days from the invoice date and payment will be made on the 20<sup>th</sup> of each month. If that date is a Saturday, Sunday or bank holiday, payment will be made on the following working day. Wire transfers and electronic funds transfers initiated by that date will be deemed timely made.

5.2 Quadpack is entitled to offset claims against due payments.

### 6. Finance Check

6.1 When requested, Suppliers must undergo a financial assessment to ascertain its financial stability. To complete this, Supplier will be requested to provide financial documentation for QUADPACK to access the supplier's financial status. This will include its financial statements which will be kept confidential.

6.2 SUPPLIER undertakes to inform immediately insofar as its financial situation deteriorates or is expected to deteriorate in such a way that agreed supplies of contractual products seem to be at risk.

### 7. Delivery

7.1 The Delivery of the Goods shall be done on the date and at the destination stated in the Purchase Order.

7.2 Supplier will always ensure that the Goods are secure and are properly packed and labelled for handling and distribution and in complete compliance with any statutory or other legal requirement relevant to the warehousing, transportation of such Goods to Quadpack.

7.3 Supplier shall be liable for the delays and shortages in the delivery and will ensure all products are delivered On Time in Full (OTIF).

7.4 Supplier acknowledges and agrees to comply with Quadpack's target performance (98,5% of the deliveries on time).

7.5 Delivery quantities should align to the Purchase Order requirements. Should there be shortages, QUADPACK reserve the right to exercise penalties for late deliveries including but not limited to the monetary and financial losses caused to QUADPACK.

7.6 In case of delayed deliveries of the Goods, the Supplier will be liable of any additional costs, penalties or compensations claimed by Quadpack or its client as Quadpack will not be able to comply with its client's expectations.

7.7 If the delivery date is not met due to Force Majeure events or due to any other reason beyond Supplier's control unexpected and disruptive, like shortage of primary material or labour, strikes, transportation restrictions, war, terrorism, disease outbreaks, the delivery date shall be reasonably extended. Supplier shall inform Quadpack as soon as it becomes aware of the Force Majeure event that may lead to a delay in the delivery providing sufficient and valid evidence. The Supplier shall have a remedy period of 20 natural days to solve the event that caused such delay. After this period, the supplier shall be responsible for fulfilling its obligations under the Contract.

7.8 In case of, delays, loss or damage to the Goods or their packaging, due to their transportation, the Supplier will be liable according to the mandatory law applicable to the means of transport chosen (by air, sea or road transportation) and depending on the INCOTERM applied in each case if different to FOB.

7.9 Quadpack will inform the Supplier about any damage or loss within 7 days from the delivery date (if the damage is visible by an easy-eye inspection of the Goods and within 14 days from the delivery date following the exhaustive inspection of the Goods).

7.10 No partial deliveries will be accepted by Quadpack unless otherwise agreed in advance and always responding to practical reasons.

#### **8. Discontinuation and change control**

8.1 Stock items discontinuation. For all supplier stock items that are supplied to Quadpack. If you decide to discontinue these lines, Quadpack requires at least 6 months' notice and your proposed alternatives.

8.2 Product changes and modifications to Good supplied to Quadpack including without limitation changes to materials, dimensions, and packaging specifications, require a minimum of 6 months' notice. Suppliers must complete the change control notification report and provide it to Quadpack for approval.

8.3 The Supplier is obliged to provide free samples for re-homologation, and free Pre- Production Samples on request.

8.4 Quadpack prohibits changes to component specifications, materials used in manufacturing, drawings, or artworks without written authorization.

#### **9. Order confirmation**

9.1 Quadpack requires all Suppliers to plan production timings to meet the required dates. This will be supported with formal approval by Quadpack's client to eliminate the risk.

9.2 Supplier is required to confirm order acceptance and delivery dates within 3 working days of receipt of the Purchase Order. In some urgent cases, Supplier will use its best efforts to plan production timings to meet the required dates, as well inform Quadpack the terms and conditions in which the production can proceed.

#### **10. Product Recall / Product Withdrawal**

10.1 In case of a customer quality complaint, or non-conformity, the supplier has the obligation to pay for relevant direct and indirect costs, including replacement of rejected quantity at no charge if his responsibilities are confirmed.

10.2 Quadpack will notify the Supplier any Quality Complaints and Non-Conformities from Customers providing the following information:

- a. The reason/issue with the item(s).
- b. Identify whether this is or could become a health and safety related issue. Health and safety related issues are, including but not limited to, issues that have caused or could potentially cause injury or harm due to a product defect or through misuse.

10.3 Supplier is obliged to propose in 2 working days after being informed of a Quality Complaints and Non-Conformities, an immediate contingency plan for parts delivered, quarantine products and clearly identify all work-in-progress products and finished products, and 5 working days to send Corrective and Preventive actions to secure further shipments of the product based in a root cause analysis.

10.4 If the Supplier becomes aware of a product withdrawal, recall, or product quality matter involving Goods offered for sale or used by Quadpack, either current or past, the Supplier will inform Quadpack as soon as possible their knowledge.

10.5 A non-conformance can be technically closed only when Quadpack verifies implementation of Corrective and Preventive actions.

#### **11. Product Development**

11.1 Free Samples – When samples are required, the Supplier shall send one full set-in mock-up packaging to Quadpack. Samples must have a

sample tag attached to the item. All courier charges for samples to Quadpack will be paid by the Supplier and no samples will be returned.

11.2 Free Testing Samples – A minimum of 30 samples are required by the Quadpack team for testing purposes.

11.3 Repeat / Refresh Bidding – The Supplier shall provide the offer according to the details specified in the Request for Quotation sheet, provided that the Goods will not infringe on any other party's intellectual property.

#### **12. Approval procedures**

12.1 Quadpack has in place a specific approval procedure to ensure Goods manufactured and supplied will meet Quadpack expectations and the expectations of its clients. The approval procedure will contain: Technical Specifications and Pre-Production Samples.

12.2 Quadpack Technical Specification is a document that both Quadpack's clients and the Supplier are expected to sign as an agreed description of the Goods. This is a key document that summarizes the technical aspects of the Goods under development or being ordered and includes information about materials, key dimensions, colours, decoration options, packing requirements and quality requirements.

12.3 No Supplier may start production of a Purchase Order without having received, checked, and signed the Technical Specification, to indicate adherence to the requirements listed therein, together with approval of Pre-Production samples and range boards when necessary and applicable.

12.4 To secure compliance with certain technical requirements, Quadpack has developed a series of Packaging Test Procedures that suppliers are required to follow. All Packaging Test Procedures applicable to the product are listed in the Test Requirement file, which must be satisfied during tests and inspections. Notwithstanding the Packaging Test Procedures, the Supplier is still responsible for ensuring that products supplied to Quadpack are fit for purpose.

12.5. Required Packaging Test Procedures shall be undertaken by the Supplier. However, Quadpack reserves the right to appoint a third party to conduct them during package development or pre- shipment quality control procedures.

12.6. The Supplier is responsible for producing and submitting accurate Technical Drawings for any standard items as requested by Quadpack. Technical Drawings for items shall be produced according to Quadpack's Technical Specifications for approval by Quadpack and its clients. All Technical Drawings will include, without limitation, materials of construction, dimensional information with corresponding tolerances and performance specifications, except those deemed as trade or industrial secrets.

#### **13. Artwork**

13.1. The Supplier is responsible for providing Quadpack with decoration templates that clearly indicate the decoration area and decoration process tolerances together with any other relevant information about the limitations of a chosen decoration process. Supplier is required to provide evidence (in forms of copies of negatives, printing plates or screens, physical Pre-Production samples, etc.) as agreed with Quadpack, to ensure that the clients' artworks are translated correctly. Quadpack is then responsible for obtaining clients' approvals and advising suppliers accordingly prior to production.

#### **14. Pre-Production Sample (PPS)**

14.1 The supplier is required to provide a functioning sample of the item in production for quality and final packaging review and approval by

Quadpack in-house quality team or by a third-party quality team when required unless specific written instructions are provided by an authorized Quadpack employee.

14.2 Quantity of pre-production samples varies depending on client requirements, but Supplier should provide a minimum of 10 samples with order. Quadpack will manage to return at least one signed Pre-Production Sample to the Supplier for record purpose and the Supplier must ensure good use and maintenance of it as standard practice.

14.3 The supplier is required to have a pre-shipment inspection by Quadpack or an appointed third-party. In case of failure of the first inspection, the Supplier will bear the cost of the second or subsequent inspections until the product is deemed compliant and released.

14.4 Range boards may be requested by Quadpack or provided at Supplier's proposition to define acceptance limits of production process or other feature or attribute of a product where variation is likely to happen and cause concerns but not easy to quantify with conventional measurements, where colour is a good example.

### **15. Quality Assurance Program**

15.1. All deliveries must comply with Quadpack's Quality Assurance Program.

### **16. Regulatory Affairs**

16.1 Quadpack is committed to Health, Safety and Environmental responsibility in all our business operations world-wide. This responsibility extends to the support of and compliance with Regulatory Affairs. Specifically, Mandatory European Regulation for packaging are: 1907/2006 REACH and 94/62/EC Heavy Metals, which protect human health and the environment through the early identification of intrinsic properties of chemical substances.

16.2 Quadpack is committed to providing customers with information about substances of concern in the Goods supplied to Quadpack. The Supplier is obliged to provide Quadpack within the following 30 days upon request the applicable documentation to demonstrate the Goods comply with REACH, Heavy Metals, and any other regulations applicable to each country for which the Goods are intended be marketed. If the Supplier fails to provide the documentation and certificates required by Quadpack within such period, Quadpack may carry out checks and tests as it deems appropriate to confirm compliance with the applicable regulations and the Supplier shall bear the cost of such checks, which shall be deducted from the first invoice issued by the Supplier.

16.3 The Supplier shall be liable for any breach or misrepresentation hereof and shall be liable for any damage suffered by Quadpack, whether financial, reputational, or otherwise.

### **17. Risk and Liabilities**

17.1 Supplier liability and transfer of risk upon the Goods shall be applicable according to the applicable terms and conditions of the Incoterm agreed on the purchase order.

17.2 The Supplier may insure Goods to be delivered against theft and robbery, breakage, fire, water, and other damages on behalf of Quadpack, unless agreed otherwise.

17.3 Quadpack reserves the rights of title and industrial and intellectual property regarding samples, drawings and similar information developed by Quadpack, whether in a physical form or not (also in electronic format). The information regarding those samples, drawings and information would be considered as confidential and no third parties shall be allowed to access such information unless expressly authorised by Quadpack in writing.

17.4 The Supplier guarantees that the Goods supplied and the services it renders shall not infringe any current third-party intellectual and industrial property rights and that the use of said goods and services shall not otherwise constitute a wrongful act towards third parties.

17.5 In the event that the Supplier admits that the Goods it supplies and/or the services it renders infringe on any current third-party intellectual and industrial property rights and/or constitute a wrongful act towards any third-party, or in the event that Quadpack is prohibited from this use pursuant to an arbitral award or court ruling, the Supplier shall, take back the goods, reimbursing Quadpack for the amounts it has already paid to the Supplier; all of this without prejudice to Quadpack's other rights, including its right to compensation.

17.6 The Supplier shall conduct out the defence in any legal proceedings which might be instigated against Quadpack for infringement of any current third-part intellectual and industrial property rights and/or (otherwise) any wrongful act against a third party in connection with goods supplied and/or services rendered by the Supplier. The Supplier shall indemnify Quadpack against all damage and costs incurred by Quadpack because of such legal proceedings.

17.7 Supplier confirms to have contracted and will keep in force during the term of this Contract, an insurance with a company of acknowledged solvency, covering its product and public liability arising from the damages, flaws, non-conformities of the Goods supplied or manufactured and the damages caused to Quadpack, its clients or any other third-party, and will hold Quadpack harmless for any claim, cost, expense or damage from third parties in this respect, wherever and whenever such claims might be instigated.

### **18. Reserve of title**

18.1 The Supplier reserves the right to not pledge the delivery Goods or transfer them as a security until they are fully paid. In the event of seizure, confiscation, or similar actions by third parties, the Supplier shall inform Quadpack as soon as possible, as well as informing the seizing parties about Quadpack's purchase order.

18.2 The filing of a bankruptcy procedure entitles Quadpack to terminate the Contract and or to recover any amount forwarded, mould or asset provided for the manufacture or supply of Goods.

### **19. Designs and Tooling**

19.1 All of the moulds, instruments, tools, designs, models, sketches, printing plates, screens, drawings, or negatives (including their copyrights) provided by Quadpack shall be considered our property, unless otherwise agreed in writing between Quadpack and the Supplier.

### **20. Guarantee**

20.1 Suppliers guarantee upon the condition, quality, durability, behaviour, or merchantability of the Goods is limited to the Goods supplied and the materials and workmanship used in their manufacturing. This guarantee will be in force from the delivery of the Goods and for 1 year thereafter. This term will not be applicable when the non-conformities are due to the Supplier's gross negligence or wilful misconduct. In such cases Supplier's guarantee will be in force during the whole life of the Goods.

### **21. Cancellations**

21.1 In the event that the Supplier cancels the supply of Goods requested by Quadpack, the Supplier is bound to compensate Quadpack for the full cost and the losses and damages that such cancellation might have generated, including the loss of revenues, as Quadpack will not meet the expectations of its clients.

## 22. Termination

22.1 If the Supplier fails to comply with the obligations of this Contract, it will be deemed a material breach and Quadpack may immediately terminate the Contract with immediate effect and without payment of any compensation or other damages caused to the Supplier by such termination without prejudice to any other rights to claim damages or to enforce any other remedy provided by law. Quadpack's right to terminate the Contract will be enforceable unless in the event of Force Majeure events as stated in section 5.7.

## 23. Personal data protection

23.1 In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the personal data of the parties to this Contract will be processed by each of the parties for the purpose of ensuring the proper performance of this Contract. Under no circumstances will personal data be subject to automated decisions, including profiling.

23.2 In compliance with the applicable regulations on data protection, the data will be kept for the duration of the Contract, as well as during the periods of limitation of legal actions for the attention of possible liability that may arise from the Contractual relationship. The legal basis for the processing is the execution of the Contract.

23.3 Personal data shall only be processed by the parties and those third parties to whom they are legally or contractually obliged to disclose them (i.e., service providers to whom they have entrusted part of the management or performance of the Contract).

23.4 Data subjects may exercise the right of access to their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected. In certain circumstances, they may request the limitation of the processing of their data, in which case they will only be kept for the exercise or defence of claims or oppose the processing of their data. Likewise, they may exercise their right to data portability by writing to the addresses indicated in the heading of this Contract, providing a photocopy of their ID card or corresponding identification document, indicating an exact address for the purposes of notifications, and identifying the data in relation to which they are exercising the right in question. Finally, you may also contact the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)) for any claim arising from the processing of your personal data.

## 24. Confidentiality

24.1 Both parties shall treat the information received from the other party and considered confidential in the same way they treat their own confidential information, and with a minimum degree of reasonable care.

24.2 In addition, prior to entering any negotiation, the Supplier will sign Quadpack's Non-Disclosure Agreement as part of the Third- Party Due Diligence process.

## 25. Compliance

25.1 The Supplier shall make sure that its conduct and the conduct of the stakeholders within its company, employees, management, suppliers, and any others related to it comply with the applicable law and regulations, ethic rules and social responsibility with widespread acceptance.

25.2 The Supplier shall apply the "Zero Tolerance" principle to any act or behaviour deemed to be considered an act of corruption, bribery, or extortion.

25.3 The Supplier has read, acknowledges, and agrees to implement the principles contained in Quadpack's Code of Conduct, and will make sure

any of its employees, stakeholders, management team and any collaboratives will comply with those principles.

25.4 To that matter, Parties mutually agree that:

- a. This Contract has been set in force and negotiated according to the conditions of the parties and based on commercial standards.
- b. Any party has given or accepted any type of payment, gift, present, commission or compensation from any third party with whom I have professional relations (clients, suppliers, agents, etc.), whether they are an individual or legal entity to affect business relations, with clients or suppliers, to create any advantage, difference of treatment, business expectation, ability to influence or obligation to Contract with them.
- c. In addition, the Supplier has setup a whistleblowing procedure for the submission of concerns or evidence of events in relation to all manner of conduct that is presumed to be unlawfully committed by any employee of the Supplier, either because it breaches a legal standard or a standard that has been voluntarily accepted by the Supplier.

## 26. Applicable law

26.1 Unless otherwise specified in writing, this agreement shall be governed and construed according to the laws of Quadpack.

## 27. Place of fulfilment and jurisdiction

27.1 Unless otherwise specified in writing, any dispute, controversy, or claim arising out of or related to this Contract shall be settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed according to the above-mentioned rules. The arbitration shall be made at the Quadpack's domicile. Regardless, Quadpack shall be entitled to, alternatively, present its own claims against the Supplier at the courts of the Supplier's registered office.

## 28. Miscellaneous

28.1 The Supplier can find all the information regarding Quadpack's policies, details, and notices at: [www.quadpack.com](http://www.quadpack.com).

## 29. Acceptance

29.1 The Supplier acknowledges having received, reviewed, and accepted the Quadpack General Terms and Conditions of Purchase.