

**GRAPHIC PACKAGING INTERNATIONAL SPAIN S.A.U**  
**STANDARD TERMS AND CONDITIONS OF PURCHASE OF GOODS**  
**AND SERVICES**

**1. INTRODUCTION**

- 1.1. These Standard Terms and Conditions of Purchase ("**Conditions**") govern the relationship between Graphic Packaging International Spain S.A.U ("**GPI**") and the entity supplying the goods or services ("**Supplier**") under a purchase order issued by GPI to the Supplier ("**Purchase Order**") or a contract entered into between GPI and the Supplier ("**Contract**"). These Conditions outline the rights and obligations of both parties in relation to delivery of goods ("**Goods**") and/or the performance of services ("**Services**") by the Supplier to GPI under the Purchase Order and/or Contract.
- 1.2. Any terms and conditions presented by the Supplier, or those implied by trade custom, practice, or course of dealing that conflict with or supplement these terms, shall not be applicable. This applies even if such additional terms are attached to any document or communicated between the parties.

**2. ACCEPTANCE OF THE PURCHASE ORDER**

- 2.1. Unless otherwise is agreed in writing, the Order will be deemed to be unconditionally accepted by the Supplier on the earlier of (i) the date falling 5 days after the date of the Purchase Order or (ii) the Supplier giving express notice of acceptance of (or impliedly, by fulfilling) the Purchase Order.

**3. PRICE**

- 3.1. The price shall be as stated in the Purchase Order or as otherwise agreed in writing between the Supplier and the Buyer and, unless otherwise so stated, shall be:
  - (a) exclusive of any applicable Value Added Tax and
  - (b) inclusive of all charges related to the performance of the Service or the packaging, packing, shipping, carriage, insurance and delivery of the Goods and any duties, imports or levies other than Value Added Tax.
- 3.2. All prices are firm and not subject to change after the Purchase Order is issued. If the Supplier seeks to impose an increase in the price after the Purchase Order has been issued, the Buyer may, without liability, terminate the Purchase Order immediately. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Buyer.

**4. PAYMENT**

- 4.1. The Supplier is entitled to invoice GPI upon delivery of the Goods or performance of the Services.
- 4.2. Unless otherwise is agreed, GPI shall pay the Supplier within the time period set out under the Purchase Order receipt of a correct and undisputed invoice.
- 4.3. The Buyer may refuse to make payment in respect of any invoice which does not clearly identify the Buyer's relevant Order and the specific Goods for which payment is claimed.
- 4.4. GPI reserves the right to withhold payment for non-conforming Goods or Services until the non-conformity is resolved, as per these Conditions.
- 4.5. Payment by the Buyer shall not constitute an acknowledgment that the Goods comply with the Contract.

**5. GENERAL OBLIGATIONS OF THE SUPPLIER**

- 5.1. The Supplier shall at all times:
  - (a) Exercise the utmost professional care and skill in fulfilling its duties;
  - (b) Secure, at its expense all necessary permits, work authorizations and other documents which are required in order to deliver the Goods or perform the Services;
  - (c) adhere to all health and safety requirements provided by GPI, as well as those mandated by applicable law, while on GPI's premises or handling GPI's Goods.
- 5.2. The Supplier shall maintain at all times an adequate insurance from a reputable insurer sufficient to cover any and all liabilities under the Purchase Order, the Contract and/or these Conditions, including, as appropriate, Product Liability, Public Liability and Professional Indemnity. The Supplier must provide evidence of such insurance upon request from GPI.

**6. DELIVERY, ACCEPTANCE OF GOODS AND TRANSFER OF RISK AND TITLE**

- 6.1. The Goods shall be delivered to the address ("**Delivery Address**") and on the date(s) stated ("**Delivery Date**") in the Purchase Order or the Contract during the Buyer's usual business hours, unless otherwise is agreed between the Parties in writing.
- 6.2. Delivery shall be conducted in accordance with Incoterms® 2020 ("**Incoterms**") designated in the Purchase Order or the Contract. If no Incoterms are agreed between the Parties, the Goods shall be delivered in accordance with Incoterms DDP at the Delivery Address.
- 6.3. The Supplier shall ensure that the Goods shall be marked in accordance with the Buyer's instructions and are properly packed and secured to reach their destination in an undamaged condition.
- 6.4. The Supplier shall provide GPI with all information required to enable GPI to properly consider acceptance of the Goods. This shall include without

limitation (a) the date of the Purchase Order, (b) the Purchase Order Number, (c) instructions to enable GPI to properly store the Goods, and (d) if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

- 6.5. GPI shall be entitled to reject any Goods which (i) is not accompanied by the information described under Article 6.4, or (ii) do not comply with the Specifications. Signing the delivery documents by GPI shall not be construed as acceptance of the Goods and does not relieve the Supplier of its obligation to deliver Goods fully compliant with the Specifications.
- 6.6. If the Goods are delivered to GPI in excess of the quantities ordered, GPI shall not be bound to pay for the excess, and any excess shall be and remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.7. Transfer of risk and title of the Goods to GPI shall occur upon delivery of the Goods. The title of the Goods shall transfer to GPI upon payment for the Goods if the payment is completed before the delivery.

**7. TIME OF DELIVERY**

- 7.1. The time for delivery of the Goods and Services is of the essence. The Supplier must notify GPI immediately if it cannot supply the Goods or Services on time and must take any and all actions to supply on the original date or any earlier or later date agreed to by Buyer.
- 7.2. If the Goods are not delivered on the Delivery Date, without prejudice to the Buyer's other rights and remedies, GPI shall be entitled to exercise any one or more of the following, unless the delay is fully attributable to GPI:
  - (a) cancel the Purchase Order in whole or in part;
  - (b) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - (c) recover from the Supplier any reasonable cost and expense incurred by GPI in obtaining substitute goods from a third party; and/or
  - (d) claim damages for direct costs, losses or expenses incurred by GPI which are attributable to the Supplier's failure to deliver the Goods on the Delivery Date.

**8. WARRANTY and REMEDIES**

- 8.1. The quantity, quality, drawings, samples and description of the Goods or the performance criteria related to the Services ("**Specifications**") shall be as specified in the Purchase Order or the Contract. If no Specification is specified or agreed to by the parties, then the Goods shall conform to standard industry specifications. No changes shall be made to the Specification without the prior written consent of the Buyer.

**8.2. Warranty and Remedies for Goods**

- (a) Without prejudice to any applicable warranty under the law, and unless otherwise agreed in writing, the Supplier warrants, for a period of 24 months after delivery of the Goods, that the Goods:
  - i. are of good and merchantable quality and fit for its normal purposes and for such specific purpose as indicated by the Buyer in writing.
  - ii. are free from defects in design, material and workmanship.
  - iii. comply fully with the requirements under the Purchase Order and/or contract, including the Specifications;
  - iv. comply with all applicable laws and regulations relating to the design, manufacture, labelling, packaging, storage, handling, delivery, commissioning, sale or provision of the Goods.
  - v. are free from any liens, charges, or claims.
- (b) If any Goods fail to confirm to the warranties set forth in this article, GPI may, at its sole discretion and without prejudice to any other rights or remedies available under law or Contract:
  - i. Require the Supplier to repair or replace the defective Goods at no additional cost and within a timeframe specified by GPI;
  - ii. Reject the Goods and require a full refund of any amount paid;
  - iii. Procure substitute Goods from an alternative supplier, with any additional costs incurred to be reimbursed by the Supplier;
  - iv. Require the Supplier to reimburse GPI for any damages, losses, or costs resulting from the defective Goods, including but not limited to production delays, recalls, and additional quality inspections; or
  - v. Terminate the Purchase Order, in whole or in part, without liability to GPI.

**8.3. Warranty and Remedies for Services**

- (a) Without prejudice to any applicable warranty under the law, and unless otherwise agreed in writing, the Supplier warrants that all Services shall:

- i. Be performed with the highest degree of professionalism, diligence, and skill, in accordance with the best industry practices;
  - ii. Conform in all respects to the Specifications and any applicable service-level agreements;
  - iii. Be free from errors, omissions, or defects in execution; and
  - iv. Comply with all applicable laws, regulations and industry standards.
- (b) If any Services fail to confirm to the warranties set forth in this article, GPI may, at its sole discretion and without prejudice to any other rights or remedies available under law or Contract:
- i. Require the Supplier to re-perform the Services, at no additional cost and within a timeframe specified by GPI;
  - ii. Reject the Services and require a full refund of any amounts paid;
  - iii. Engage an alternative supplier to perform the Services, with any additional costs incurred to be reimbursed by the Supplier;
  - iv. Require the Supplier to compensate GPI for any damages, losses, or costs resulting from the defective Services;
  - v. Terminate the Purchase Order, in whole or in part, without liability to GPI.

- 8.4. Any repaired, replaced, or re-performed Goods or Services shall be subject to the same warranty period commencing upon completion of the repair, replacement, or re-performance.
- 8.5. All warranties shall survive inspections, test and acceptance by GPI, and Supplier's obligations under these warranties shall not be affected by inspection, test, acceptance or use.

## 9. LIABILITY and INDEMNITY

- 9.1. The Supplier shall be liable for any damages, costs, losses, or expenses incurred by GPI arising out of or related to the Supplier's acts, omissions, or breach of any warranty or failure to fulfil any obligation providing the Goods and/or the Services.
- 9.2. The Supplier shall indemnify, defend, protect and hold harmless GPI, its employees, agents, servants, successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of
- (a) Any infringement or claim of infringement of intellectual property rights including, without limitation, patent rights, trademark, tradename, copyright, design rights, database rights, in the sale, performance, purchase, import or use of the Goods and Services;
  - (b) Any claim related to relationship between the Supplier and Supplier's employees or between the Supplier and its subcontractors (including the subcontractors' employees);
  - (c) Any death, personal injury, or property damage arising out of or in connection with the Goods and/or Services, including defective Goods and Services;
  - (d) any claim by any employee or contractor of the Supplier (or of any of the Supplier's subcontractors) that he or she is entitled to any employee status with, or employee benefits from, GPI or any of GPI's affiliates; and
  - (e) breach of confidentiality obligations provided for under Article 12.
- 9.3. Nothing in these Conditions is intended to limit or exclude either party's liability for damages arising out of its fraud, gross negligence or wilful misconduct, or any other liability that may not be limited or excluded under applicable law.

## 10. DURATION and TERMINATION

- 10.1. Duration of the provision of Goods and/or Services shall be specified in the Purchase Order or the Contract. Unless otherwise agreed in writing, the Purchase Order and/or the Contract shall automatically terminate upon the expiry of such duration, without the need for further notice.
- 10.2. Notwithstanding the automatic termination set forth under Article 10.1., either party may terminate the Purchase Order and/or the Contract by giving sixty (60) days' written notice to the other party.
- 10.3. Without prejudice to its other rights and remedies, either party shall be entitled to terminate, without liability, the Purchase Order and/or the Contract, in whole or in part by giving notice to the other party, if the other party:
- (a) announces a cessation of its business, elects to dissolve and wind-up its business, makes a general assignment for the benefit of creditors, or petitions for or appoints (or a third party causes to be appointed for such party) a receiver, custodian or trustee to take possession of all or substantially all of such party's property.
  - (b) is subject to change of control, amalgamation or other restructuring operation, where the entity acquiring control is a competitor of the terminating party.
  - (c) fails to comply with applicable regulatory requirements, related among others to health and safety, anti-bribery and/or anti-corruption law.
  - (d) infringes any obligations of confidentiality as set out in Article 12.

- 10.4. Without prejudice to its other rights and remedies, GPI shall be entitled to terminate the Purchase Order and/or the Contract with immediate effect, if the Supplier:
- (a) infringes intellectual property rights of third parties regarding the Goods and/or Services.
  - (b) fails to fulfil its fundamental obligations under the Purchase Order, the Contract and/or these Conditions.
  - (c) Breaches GPI's Global Supplier Code of Conduct.
- 10.5. Upon termination:
- (a) The Supplier shall discontinue any further work and return or dispose of any GPI materials, tools, or confidential information in accordance with GPI's instruction.
  - (b) GPI shall pay the Supplier only for the confirming Goods delivered and accepted or properly performed Services up to the effective termination date.
  - (c) The Supplier shall refund any payments received for undelivered Goods or unperformed Services; and
  - (d) Any provision of these Conditions that by their nature are intended to survive termination, including but not limited to confidentiality, intellectual property, liability, and dispute resolution, shall remain in full force and effect.

## 11. STATUS OF THE SUPPLIER

- 11.1. The Supplier shall act under these Conditions only in the capacity of an independent contractor. In no event shall the Supplier be or be deemed to be an employee or agent of GPI. Neither the Supplier (if an individual) or its employees (if a company) shall be entitled to any medical insurance or other benefits normally provided by GPI to its employees. The Supplier has no power or authority to act for, represent, or bind GPI, its parent, subsidiaries and/or other affiliates.

## 12. CONFIDENTIALITY

- 12.1. The parties agree that they shall not disclose to any third party, use for their own benefit (except as allowed to fulfil the obligations under the Purchase Order and/or the Contract), or use for the benefit of any third party, any confidential information.
- 12.2. Confidential Information includes all information obtained by a party or its employees, agents or representatives concerning the activities of the other party, or its operations or facilities, including, without limitation, all data, reports, personal data, technologies, past and future developments and plans, and other proprietary information relating to the provision of Goods and/or Services under the Purchase Order and/or the Contract ("Confidential Information"). Confidential Information may be in the form of oral, written, or electronic communications and may or may not be identified with a stamp or mark designating it as "confidential." The existence and content of the Purchase Order and/or the Contract shall be treated as Confidential Information.
- 12.3. This obligation shall continue regarding any trade secret for as long as it is a trade secret, and for any other Confidential Information for a period of three (3) years after the termination of the Purchase Order and/or the Contract.
- 12.4. Each party shall retain the ownership and all rights regarding the Confidential Information provided to the other party.
- 12.5. Each party shall take all necessary and appropriate measures to ensure that any employee, agent, contractor, or subcontractor of such party who is granted access to any Confidential Information is familiar with the terms of this Agreement governing confidentiality and complies with such terms.
- 12.6. The obligations under this Article 11 shall not apply to:
- (a) knowledge already in the possession of a party prior to its receipt from the other;
  - (b) knowledge that is now or later becomes part of the public domain through no fault of either party; or
  - (c) knowledge received by either party from a third party, provided such third party is not under an obligation of non-disclosure with the non-disclosing party.
- 12.7. If Confidential Information becomes the subject of an administrative or judicial order requiring disclosure of such information by a party, such party may satisfy its confidentiality obligation hereunder by notifying the non-disclosing party within five (5) days of the disclosing party's receipt of notice that disclosure may be required and by giving the non-disclosing party an opportunity to protect the confidentiality of the information.

## 13. FORCE MAJEURE

- 13.1. Neither party shall be liable for delay in its performance of its obligations and responsibilities under the Order due to causes beyond its control such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Financial inability to perform, changes in market conditions, failure of suppliers or subcontractors to perform, inability to obtain materials or any event that was foreseeable at the time of accepting the Order shall not constitute a force majeure event.
- 13.2. If a force majeure prevents a party from performing its obligations for a period of 30 days, either party may terminate the Order by providing written notice to the other party. Termination under this clause shall not affect any rights or obligations that have accrued prior to the date of termination.

**14. GLOBAL CODE OF CONDUCT**

- 14.1. In performing its obligations under these Conditions, the Contract and/or the Order, the Supplier agrees to comply with the GPI's Global Supplier Code of Conduct, which is available at the following link:  
<https://www.graphicpkg.com/supplier-resources/supplier-code-of-conduct/>

**15. PERSONAL DATA PROTECTION**

- 15.1. The Parties shall comply with all applicable data protection laws and regulations currently in effect or as subsequently updated, amended, or revised, amongst which, without limitation, the EU General Data Protection Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, (GDPR).

**16. MISCELLANEOUS**

- 16.1. Notices shall be addressed to the addresses of the Parties indicated in the Purchase Order.
- 16.2. The Supplier shall not assign and/or subcontract the Purchase Order, or any part thereof as well as any right or obligation thereunder, save expressly and separately authorised in writing and in advance by GPI. In any event, when expressly authorized by GPI in writing, the Supplier shall remain responsible for the performance of the Purchase Order. GPI may at any time, subject to prior written notice to the Supplier, assign the Purchase Order, in full or in part, to any of the GPI's Affiliates.
- 16.3. If any provision of the Conditions is found by any court or other body of competent jurisdiction to be wholly or partly illegal, invalid, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness be deemed severable and the remaining provisions of such provision and the Contract shall continue in full force and effect.
- 16.4. Clauses which expressly or by implication survive termination of this Contract or delivery of the Goods pursuant to the relevant Order shall continue in full force and effect.
- 16.5. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 16.6. The Contract, the Order and all legal relationships between the Buyer and Supplier shall be governed by the laws of Spain. All disputes which may arise between the parties in relation to or in connection with these Conditions, the Contract or the Order or for any breach of them, shall be submitted to the exclusive jurisdiction of the Courts having jurisdiction over the location of the registered address of the Buyer.

**Supplier Company:** \_\_\_\_\_

**Authorised Signer**

**Name:**

**Title:**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_