

**TERMS & CONDITIONS OF SALE  
GRAPHIC PACKAGING INTERNATIONAL**

**1. General**

- 1.1. These Terms & Conditions of Sale ("**T&Cs**") cover the provisions under which any or all selling legal entities of Graphic Packaging International registered in Europe, Indonesia, or Nigeria, as enumerated in - but not limited to - the list available in our webpage or upon request ("**Seller**"), sell and/or supply Products to Buyer.
- 1.2. Buyer's placing of a purchase order ("**Order**") to Seller for the supply of Products shall constitute acceptance of these T&Cs. Any Buyer terms and conditions are therefore excluded and superseded by these T&Cs.
- 1.3. Product means packaging materials produced by Seller in accordance with the agreed upon specifications.

**2. Orders**

- 2.1 An Order is binding on the Buyer from the moment it is received by Seller.
- 2.2 Seller shall be bound only if an Order has been accepted in writing ("**Order Confirmation**") or if Seller has started executing the Order.
- 2.3 When the Order is accepted in writing by Seller, or when Seller has started to execute the Order, a Contract between Seller and Buyer is formed ("**Contract**").

**3. Price**

- 3.1 Prices are quoted in euros and net, plus the applicable taxes, unless a different currency is expressly agreed by the parties.
- 3.2 Prices are based on Buyer's particular requirements. In case of changes in such requirements, prices will be revised.
- 3.3 Seller reserves the right to bill separately for: (i) graphic file revisions in case graphic files and proofs do not meet Seller's pre-press specifications and (ii) all preparatory materials (proofs, films, plates, cylinders and inserts) if furnished by Seller.
- 3.4 Prices are valid for 3 months from the Order Confirmation. If the delivery takes place later than three months from the Order Confirmation, the prices shall be determined according to the prices valid at the time of delivery, unless otherwise agreed.
- 3.5 Prior to delivery, Seller may change the prices due to changes out of Seller's control, such as - but not limited to - duties, taxation, inflation rates, or costs related to energy, utilities, raw materials or transportation, or due to regulations on CO2 emissions or any other government measures imposed on the relevant manufacture or sale of Products. If Seller is responsible for shipment, the freight costs will be calculated and invoiced according to the market conditions at the time of delivery.

**4. Payment**

- 4.1 Unless otherwise agreed in writing by the parties, payments must be made within 30 days from the date of the invoice, by transfer to one of the bank accounts identified on the invoice.
- 4.2 If Buyer's financial responsibility or condition reasonably appears to call for such action, Seller may require payment in advance or security so that invoices will be paid when due.
- 4.3 If Buyer becomes insolvent or fails to make payment when due, Seller reserves the right to withhold further deliveries.
- 4.4 Any late payment shall bear interest at a rate of 1% per month, accrued annually, by operation of law and without prior written notice or demand.

- 4.5 The setting off or withholding of any payment by Buyer in respect of any claim shall not be allowed unless expressly agreed in writing by Seller.

## **5. Delivery**

- 5.1 Delivery dates are approximate; delivery within a reasonable time of the dates specified in an Order Confirmation shall be deemed full performance of the Seller's obligations. When Buyer has not requested a specific delivery date, the Order will be processed for timely delivery in the manner determined by Seller.
- 5.2 Delivery dates are for information only and without any commitment, guarantee or liability of the Seller.
- 5.3 Delivery of the Product shall be CIP GPI's dock (Incoterms 2020) with freight and insurance prepaid by GPI and the contract of carriage designating the ultimate designation, as specified by Buyer, unless agreed upon otherwise in writing.
- 5.4 In no event, and regardless of the Incoterm agreed upon, shall Seller be liable for any delays of carrier or damages due to carrier failure.
- 5.5 Seller may deliver against any Order a variation of up to +/- 10 percent of the volume ordered. In this case the Buyer will be invoiced for the quantity actually delivered.
- 5.6 Buyer shall comply with all applicable export control, trade embargo laws, rules and regulations (including but not limited to the U.S. and EU Export Administration Regulations) and related GPI policies and shall not resell, export, re-export, distribute, transfer or otherwise dispose of materials, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations.
- 5.7 If Buyer fails to unload the Goods within 2 hours after it has arrived at its destination, Buyer may be charged demurrage at the carrier's demurrage rate in force at that time.

## **6. Stock handling**

- 6.1 Buyer shall take delivery of all finished Products within 90 days of production. If there remains any finished Product in stock at the end of the 90-day period, Buyer will be invoiced, and Buyer shall pay the Products within 30 days from the date of the invoice.
- 6.2 If the final shipment date for the Product is not agreed upon by the Buyer and the Seller within 90 days of production, such Product will be warehoused at the Buyer's expense up to a maximum of 180 days in total, following which the Product will be shipped or destroyed at Buyer's direction and cost.
- 6.3 In case the Seller, with Buyer's consent, purchases raw materials for production of an Order in advance of the Order, and Buyer does not order the Products within 3 months of Seller's acquiring such raw materials, Buyer shall pay for such raw materials and related costs within 30 days from the date of the invoice.

## **7. Transfer of risk and title**

- 7.1 The risk with regards to the Product shall pass to the Buyer upon delivery, in accordance with the applicable Incoterm.
- 7.2 All Products sold by Seller shall remain the property of Seller until it has received from Buyer the full payment of the Price.

## **8. Warranties**

- 8.1 Seller warrants that all Products sold pursuant hereto will conform to the agreed specifications or description on any Order Confirmation attached hereto, subject to standard commercial

tolerances, that such Products will be free from defects in materials and workmanship, and that it will convey good title thereto. The aforesaid warranties apply only to Buyer and are non-assignable.

- 8.2 Except as expressly set forth above, there is no warranty of merchantability or of fitness for particular purpose relating to such Products and none shall be implied by law.
- 8.3 The warranty provided for in this Clause is conditioned to Buyer following the instructions provided by Seller.
- 8.4 Buyer warrants that any specification, design, or artwork provided by Buyer are correct and ready for production, and will not infringe any trademark, copyright or other property right of any third party. Buyer shall indemnify, defend, protect, and hold harmless Seller, its employees, agents, servants, successors and assigns from all costs, expenses (including reasonable attorneys' fees), damages or claims arising out of infringement or claim of infringement of any intellectual property right.

## **9. Inspection and Claims**

- 9.1 Buyer shall inspect the Products immediately on delivery and shall be entitled to claim apparent loss, shortage or defect of such Products which could have been detected on such inspection provided that (a) Buyer indicates such alleged defect on the carrier's documents and (b) gives written notice thereof within 3 days of delivery. Buyer shall be entitled to claim intrinsic defects of delivered Products, provided that Buyer gives written notice within 10 days of discovery of the defect, but no more than the lesser of (i) 6 months from the date of manufacture of the Product or (ii) within the shelf life of the Product as indicated by Seller.
- 9.2 Claims for defects on the part of the Buyer presuppose that the Buyer proves the existence of the cause of the defect at the time of the transfer of risk.
- 9.3 Buyer shall take reasonable control measures to mitigate possible damages, which shall include but are not limited to having an electronic mix detection system in place, and ceasing converting the Product once the defect has been detected. Seller waives its liability in the event that the customer does not take the reasonable measures to avoid or limit as much as possible the damages.

## **10. Liability**

- 10.1 Seller's liability towards Buyer shall in any event be limited to the price of the Products.
- 10.2 If the Products are defective, Seller may elect to replace or repair the Products, or refund or credit the price of the Products.
- 10.3 To the largest extent permitted by applicable laws, Seller shall not be liable for loss of income, loss of production, loss of use of any plant or facility or loss of profit or for any other consequential or indirect damages.

## **11. Force Majeure**

- 11.1 Seller shall not be liable for any delay in delivery or failure in performance resulting from any of the following causes: natural disasters, war, terrorism, accidents, explosions, cyberattack, pandemics, epidemics, breakdown of equipment or machinery, sabotage, strikes or other labor disturbances, acts or omissions of any governmental authority (de jure or de facto), port congestions, or shortage of supplies, raw materials, labor, facilities or energy, or want of transport, or any other cause, provided that they are either beyond Seller's reasonable control or which makes the performance of the obligations either impossible or unusually onerous. If Seller's supply of Products should be limited as a result of any such cause, Seller shall have the right to fairly distribute any available Products among its customers in such manner as Seller may determine.

- 11.2 If the delay or impossibility to comply with Seller's obligations resulting from any such case shall continue for more than 30 calendar days, either party shall be entitled, on written notice to the other party, to modify the elements of the Contract that such party can no longer perform, to cancel the outstanding Orders or to terminate the Contract.

## **12. Governing Law and Jurisdiction**

- 12.1 These T&Cs and all related documents (including any Order), and all matters arising out of the Contract shall be governed by the laws of the registered seat of the Seller. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 12.2 Each party commits itself, insofar as it is possible, to find an amicable solution for disputes before taking legal action. Any dispute, action or proceeding arising out of this Contract shall be exclusively settled by the competent courts of the registered seat of the Seller and each party irrevocably submits to the exclusive jurisdiction of such courts in any such dispute, action or proceeding.

## **13. Miscellaneous**

- 13.1 Any provision of these T&Cs that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to both parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions or affecting the validity or enforceability of any of such provisions in any other jurisdiction.
- 13.2 The rights of either party hereunder are not assignable and the Products sold hereunder are not to be shipped or delivered to any destination other than that specified in the Order Confirmation, without consent of Seller.
- 13.3 Insofar as the Contract or these T&Cs contain loopholes, the legally effective regulations that the parties would have agreed according to the economic objectives of the Contract and the purpose of these T&Cs if they had known of the loopholes shall be deemed to have been agreed to fill these loopholes.

## **14. Compliance**

- 14.1 Seller takes appropriate steps to ensure compliance with the imperative laws applicable in the country where the Products are manufactured, including product safety, data protection, human rights, employment, and environmental laws. Based upon this, Seller has published a Code of Conduct for which Seller provides training and reinforces its content regularly.
- 14.2 Seller's Business Code of Conduct can be accessed through this link: [Code of Business Conduct & Ethics \(graphicpkg.com\)](https://www.graphicpkg.com/en/ethics)
- 14.3 Seller endeavors, within its sphere of influence and possibilities, that its suppliers respect and support the same principles.
- 14.4 Seller expects Buyer to have and enforce a code of conduct and other compliance policies embracing the same principles. For the avoidance of any doubt, neither Party shall be legally bound to comply with the other party's Code of Conduct.
- 14.5 Seller publishes information on its Environmental Social and Governance (ESG) program and updates it yearly in its ESG report. Seller will provide Buyer with additional data only as required to fulfil regulatory requirements. Prior ESG reports can be accessed through this link: Sustainability Reporting (graphicpkg.com)
- 14.6 Buyer acknowledges that the content of this Clause and the information available through the links provided herein satisfies Buyer's supply chain compliance requirements.