

Graphic Packaging International

POD TERMS & CONDITIONS

From time to time, Graphic Packaging International may offer special end user pricing (also known as Proof Of Delivery pricing ("POD Pricing")) and products delivered to such end user may be eligible for credits.

Set forth below are Graphic Packaging International's POD Pricing program terms and conditions:

1. POD Pricing will be offered by written notice by means of a price list. The POD Pricing will go into effect on the date specified on such price list and is subject to any conditions set forth, including, but not limited to minimum annual purchases.
2. Pricing is subject to adjustment at any time based on changes in market conditions upon 30 days written notice. Graphic Packaging International also reserves the right to adjust or cancel POD Pricing at any time in the event volume commitments are not being achieved.
3. Graphic Packaging International Policies & Guidelines (available for review at www.graphicpkg.com) shall apply to all purchases of product. Reported sales must be submitted electronically and in an approved Graphic Packaging International format, via email to POD.claims@graphicpkg.com.
4. POD Pricing credit requests must be complete and accurate and must be received within 90 days of sale to the distributor. Any submissions received following such 90 days will not be accepted by Graphic Packaging International and any right to receive credit shall be waived with respect to such purchases. Only one POD Pricing credit request per month per location is permitted.
5. Graphic Packaging International is committed to processing complete electronic POD Pricing credit submissions within 30 days of receipt. In order to ensure accurate and timely verification of reported sales processing, we will not accept deductions and unauthorized deductions will result in the forfeiture of any earned credits. Graphic Packaging International also reserves the right to adjust credits and/or amounts owed for any unauthorized deductions taken.
6. After the 90 day deadline, inquiries and/or disputes will not be researched and claims for credits shall be deemed waived and will be rejected. Timely inquiries and/or disputes shall be reviewed in the order received by Graphic Packaging International and Graphic Packaging International's final determination shall be binding upon the parties.
7. The POD Pricing credit request must satisfy the requirements of the pricing agreement including volume, rate, item, payee, and program date originating from the invoiced ship-to location. If there is any variation from these requirements, the claim will be rejected and deductions will be deemed unauthorized. Failure to repay any unauthorized deductions within 30 days will result in credit hold status until outstanding deductions have been satisfied.
8. In the event that the minimum annual purchase volume is not achieved following the applicable 12 month period, Graphic Packaging International shall have the right to offset such amounts and/or credits against any outstanding credit due from Graphic Packaging International. This offer is subject to acceptance within 5 business days after receipt, by replying to POD.acceptance@graphicpkg.com. In order to be authorized for, and to submit a reported sales claim against, the POD Pricing, Graphic Packaging International must receive acceptance of this offer as provided herein.
9. Graphic Packaging International reserves the right to audit and verify the accuracy of claims submitted to ensure compliance with the POD Pricing agreement.



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