



## **Nelipak Healthcare Packaging Conditions of Purchase**

1. **Definitions and interpretations.** In these Conditions the following words and expressions shall have the following meanings:
  - "**Affiliate**" means any person that directly or indirectly controls, or is controlled by, or is under the common control with, the Seller at any time; and for this purpose control over any person shall mean the power to direct the management or policies of that person;
  - "**Applicable Data Protection and Privacy Laws**" means the GDPR and any other applicable national data protection and privacy laws;
  - "**Buyer**" means the buyer of the Goods and/or Services;
  - "**Conditions**" means these conditions of purchase;
  - "**Contract**" means a legally binding purchase contract between the Seller and the Buyer for the purchase of Goods and/or Services either ordered under a Purchase Order and accepted by the Seller in accordance with clause 2 or agreed between the parties pursuant to a purchase contract;
  - "**Delivery Address**" means the address for delivery of the Goods to the Buyer as agreed between the parties;
  - "**Delivery Date**" means the delivery date agreed between the parties or if no delivery date is agreed the timeframe expressly referred to in the purchase order;
  - "**Force Majeure Event**": an act of government or of public authorities, natural disasters, war, riots, strikes with the exclusion of strikes internal to a party, fire, flood, civil rebellion or terrorism, that is in each case beyond the control of the affected party and not susceptible of being planned for or avoided by reasonably prudent persons or entities providing or operating a business similar to the affected party;
  - "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
  - "**Goods**" means the Goods detailed in a purchase contract or a Purchase Order as accepted by the Seller pursuant to clause 2;
  - "**Intellectual Property Rights**" means any patents, trademarks, service marks, registered designs, database rights, applications for any of the foregoing, copyright, unregistered design rights know how and any other similar protected rights in any other country;
  - "**Law(s)**" means all applicable laws (whether civil, criminal or administrative), common laws or civil codes, statutes, subordinate legislation, treaties, regulations, directives, by-laws, binding codes of practice or other mandatory legal rules in any jurisdiction, in each case for the time being in force (whether before, during or after the Term); and binding judgment, order, decree, award, demand, ruling, injunction or decision from any Authority;
  - "**Payment Term**" means the payment term as agreed between the parties;
  - "**Price**" means the price of the Goods and/or Services as agreed in writing between the parties;
  - "**Purchase Order**" means the Buyer's written or oral purchase order;
  - "**Relevant Incoterm**" means DDP according to the International Chamber of Commerce Incoterms of 2010;
  - "**Seller**" means the Seller of the Goods and/or services;
  - "**Services**" means the services detailed in a purchase contract or a Purchase Order as accepted by the Seller pursuant to clause 2;
  - "**Specification**" means the specification of the Goods and/or Services agreed in writing by the parties from time to time. The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Special Categories of Personal Data**" and "**Processing**" shall have the same meaning as in the GDPR.
2. **Complete Agreement.** These Conditions, any Purchase Order and any Specifications or attachments hereto are incorporated into and made an integral part of the Contract between the Buyer and the Seller as named in the Contract. Terms that are not defined in these Conditions shall have the meanings given to them in the Contract. No other terms or conditions shall be binding upon the Buyer. Any Purchase Order constitutes an offer by the Buyer to Seller and is not binding on the Buyer until accepted by the Seller. Such Purchase Order shall be considered as accepted by Seller if not contested within the timeframe expressly referred to in such Purchase Order.
3. **Prices.** The Prices are fixed for the entire term of the Contract/ Purchase Order and constitute total compensation by the Buyer to the Seller for the purchase of the Goods and/or Services. Unless otherwise agreed in writing, the Price is inclusive of delivery of the Goods to the Delivery Address (pursuant to the Relevant Incoterm) and/or the provision of Services i.e. including packaging, storing and in addition to all expenses for work time, travelling and accommodation costs. The Price is otherwise exclusive of all taxes, charges and duties (including, without limitation, value added tax, sales taxes and import customs, duties and charges) which shall be payable by the Buyer. Where the Seller is responsible for carriage of the Goods pursuant to the Relevant Incoterm or as otherwise agreed, carriage will be effected by the Seller's standard method and means of carriage (unless the Seller has agreed in writing to an alternative method or means).
4. **Deliveries.** Time is of the essence with respect to Seller's performance hereunder. Should the Seller have reason to believe that the agreed delivery date cannot be met, it shall immediately notify the Buyer in writing. The notification shall specify the reason for the delay, when the Goods/Services is expected to be delivered and the measures that have been or will be implemented to limit the delay. If delivery of Goods or rendering of Services is not completed by the time agreed between the Parties, Buyer reserves the right (among other rights and remedies) without penalty or liability, to terminate the Contract/ Purchase Order and/or to purchase substitute Goods and/or Services elsewhere and/or to charge Seller with daily penalties of 1 % of the total purchase price. Should the Buyer suffer a loss and/or costs as a result of the delay that is greater than the daily penalty, it is entitled to be compensated for any damages in excess to above penalties. Seller shall suitably pack, mark and ship in accordance with instructions, if any, from Buyer. When necessary, Buyer reserves of the right to carrier selection. International transactions shall be shipped DDP Buyer's facility (Incoterms 2010) with Ex Works Seller's Facility Prices, transportation charges listed separately on the invoice. Risk of loss and title to all conforming Goods and/or Services provided under a Purchase Order shall pass to Buyer upon delivery, or at the time of acceptance by Buyer, whichever is later; provided, however, that, in the event the Goods and/or Services subsequently are rejected by Buyer for any reason, risk of loss and title shall be divested from Buyer and shall revert immediately to Seller. The Buyer may at any time after entering into the Contract/Purchase Order demand to the Seller, in writing, changes to be made to the quality and/or quantity of the Products/Services, as well as changes to the delivery date. The purchase price for the change shall be based on the same cost and profit levels as those on which the original price for the Products/Services was based. The Buyer is entitled to require the Seller to submit a change proposal that states the price of the change and how the change work will progress.
5. **Inspection and Acceptance.** All Goods and/or Services provided under the Contract/Purchase Order can be subject to inspection and test by Buyer on reasonable notice at all

reasonable times and places including, without limitation, the place of manufacture. Final inspection and acceptance of all Goods and/or Services provided under this Contract/Purchase Order shall be made after delivery at Buyer's designated point, notwithstanding any prior payment or inspection.

6. **Duration & Termination.** (a) The Contract shall become effective on the Effective Date, shall remain in force for the Duration, and shall thereafter automatically be extended for successive Durations as renewal terms, unless terminated earlier as follows. (b) Buyer shall have the option to terminate the Contract or any Purchase Order hereunder, without having or giving a reason, after giving thirty (30) days' written notice to the other of such termination (or after giving any "Termination Notice" defined in the Contract); (c) If Seller fails to fulfill any of its obligations as due or as provided hereunder or in the applicable Purchase Order, Buyer shall have the option to terminate the Contract and/or such Purchase Order effective immediately upon giving a written notice to Seller. (d) The Buyer may also terminate in writing the Contract and/or the Purchase Order with immediate effect: (i) if the Supplier has become insolvent, been put into compulsory liquidation, entered into debt-settlement proceedings with its creditors, or otherwise has problems meeting its payment obligations, or (ii) if the Supplier's company or operations are the object of a merger, takeover or suchlike, or (iii) if the Supplier's company or operations are wound up, dissolved or closed down, or (iv) if the Supplier's company or operations significantly change profile or are significantly reduced/weakened as a player in the market, or (v) if other significant changes in the ownership of and/or control over the Supplier's company or operations occur. In the event of termination, Buyer will only be liable for payment of Goods and/or Services actually completed prior to the effective date of termination. Any amounts paid prospectively by Buyer (e.g., as deposits or advances) for Goods and/or Services not actually provided as of the date of termination shall be immediately returned to Buyer by Seller.
7. **Seller's Obligations.** Seller shall provide any Goods and/or Services in consultation with Buyer's contact person designated by Buyer and in accordance with the Contract/Purchase Order. Seller acknowledges and agrees that Buyer makes no minimum commitment of purchases, work, time or compensation to Seller hereunder. Buyer may request that Seller provide the Goods and/or Services, if at all, only on an as-needed basis pursuant to the Contract/Purchase Order, such need being determined in Buyer's sole discretion. Seller will maintain a system (consistent with standard industry practice) to control and implement changes to Product specifications, raw materials, manufacturing and/or packaging processes, testing and qualification procedures, distribution procedures and documentation related thereto, in accordance with Applicable Law. Upon approval by Buyer of the initial Product, all proposed changes or deviations considered by Seller must be submitted to Buyer in writing for review and approval prior to making any changes. When Seller submits changes for Buyer's approval, the information submitted must include a complete description of the proposed change and, working jointly with Buyer, Seller must determine the effect the change will have on all characteristics of the Product. Upon request, the Seller shall submit samples of the proposed Product for evaluation and approval by Buyer. Seller shall not implement any such change without Buyer's prior written consent. Buyer will have the right to review and approve or reject any such changes in writing prior to implementation and will have the right to require validation of any such change. Additionally, Seller shall give Buyer at least twelve months' notice of any intent to discontinue a Product or shut down or move a manufacturing line on which the Products are produced. It is in both the Seller's and Buyer's interest to review any potential changes as early in the potential change process as possible.
8. **Buyer's Obligations.** (a) Provided that Seller fully performs its obligations as described in the Contract/Purchase Order, Buyer shall pay to Seller the Prices for any Goods and/or Services actually provided. Invoices shall be issued, and payments shall be made in accordance with any due dates, "milestones" or other

terms specified in the Contract/Purchase Order and/or the Purchase Order. If not otherwise specified, Seller shall invoice Buyer on a monthly basis for any Goods and/or Services at Prices agreed in the Contract and/or the Purchase Order. Buyer shall pay all duly submitted and undisputed invoices in accordance with the Payment Term. Each invoice shall include relevant and detailed specification in which the purpose of the charging is clearly stated and well specified per item. Unless otherwise specified, all amounts are exclusive of any value-added taxes (VAT), which will be added as appropriate. If the Goods and/or Services do not fulfill all the requirements of the Contract or the Purchase Order, or have not been delivered or performed according to the Contract, the Buyer has the right to withhold payment. (b) Seller acknowledges and agrees that, except to the extent otherwise specifically provided in this Agreement, the Prices (and other payments so specifically provided) shall be Seller's sole recompense, that Buyer has no obligation to pay any other additional fee or amount to Seller or to any third party. (c) No payment by Buyer shall limit Buyer's right thereafter to contest the accuracy of any invoice or to reject any nonconforming or deficient Goods and/or Services. Only if the Contract and/or the Purchase Order expressly so allows, Buyer shall reimburse Seller for reasonable, out-of-pocket expenses incurred exclusively for the purposes of fulfilling Seller's obligations under such Contract/Purchase Order. Reimbursement is contingent on Buyer's prior approval, Seller's presentation of reasonable documentation, and Buyer's verification of expenses.

**Non-conformity and warranty.** Any Goods and/or Services purchased pursuant to Contract/the Purchase Order shall be subject to all warranties, either express or implied by law, including, without limitation, warranties of title and merchantability. Seller warrants that all Goods provided under the Purchase Order shall be free from defects in design, material, workmanship, and title, and shall be at least equal to industry recognized standards or codes or of the best quality if no quality is specified. Goods used to correct nonconformity shall be similarly warranted. Seller further hereby warrants that the Goods and/or Services to be furnished hereunder shall (i) be in full conformity with Buyer's specifications, drawings and data, or Seller's samples, (ii) be merchantable, and (iii) that Goods furnished hereunder shall be fit for the use intended by Buyer. Seller further hereby warrants that on delivery Buyer shall receive good title to the Goods free and clear of all liens and encumbrances and that all Goods and/or Services, including, without limitation, the sale or use thereof, shall be free from any actual or claimed patent, copyright or trademark infringement. Seller further hereby warrants that all Goods and/or Services sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws. Seller agrees that its warranty shall survive acceptance of the Goods and shall be in addition to any warranties given to Buyer by Seller. Seller's warranties, including, without limitation, any more favorable warranties, service policies, or similar undertaking of Seller, shall be enforceable by Buyer and the users of Buyer's products. Seller warrants that it has and will utilize people with the necessary skills and tools to perform the work and will comply with any scope of work requirement. In case of non-conformity of the Goods/Services, Buyer will notify the Seller in writing within a reasonable time of the non-conformity being discovered. Buyer shall, at its sole option, either give Seller a reasonable time to correct any defect, or ask for a price reduction, or cancel the Purchase Order as to such Goods and/or Services and retain its rights to purchase substitute Goods and/or Services as provided by law, or the Seller's refund of previously paid money for the non-conforming Goods and/or Services or retain the payment of any amount due to the Seller. Buyer may also charge Seller for all expenses of unpacking, examining, repacking and reshipping any nonconforming Goods and any other related additional costs. Except as otherwise provided in the Contract/Purchase Order, Seller's liability hereunder shall extend to all damages proximately caused by the breach of any foregoing warranties or guarantees, including, without limitation, any incidental or consequential damages and the

Buyer shall therefore be entitled to any compensation in that respect.

9. **Hazardous Goods.** Hazardous Goods must be marked by the Seller with International danger symbols, accompanying documents must include declaration of the hazard and the name of the material in English. The Seller must observe the requirements of applicable law relating to carriage packaging, and labelling of hazardous Goods. All information held by, or reasonably available to the Seller, regarding any potential hazards, known or believed to exist in the performance of the Contract shall be promptly communicated to Buyer.
10. **Insurance; Indemnity.** (a) Seller shall at its own expense maintain sufficient insurance to cover its liability under the Contract, including any insurance that is legally required; provided that such Seller's coverage shall be in at least the following amounts: (i) public liability cover of not less than €2,5 million per occurrence; (ii) product liability or completed operations liability of not less than €2,5 million per occurrence; (iii) professional indemnity of not less than €2,5 million per occurrence. (b) To the fullest extent permitted by law, Seller shall indemnify and hold harmless Buyer, its customers, employees, officers, directors, agents, affiliates and assigns from and against any and all claims, damages, losses (among other losses of profit and/or reputation) and expenses, including, without limitation, judgments, costs and attorneys' fees, arising out of or resulting from: (i) Seller's and its subcontractor's performance, inclusive of anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or breach of this purchase order; (ii) Seller's failure to comply with applicable laws and regulations; or (iii) the sale or use of the Goods or Services furnished by Seller hereunder, including with respect to any patent, copyright or trademark infringement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity/compensation which would otherwise exist as to any party or person described herein. In no event shall Buyer be liable for anticipated profits or incidental or consequential damages.
11. **Intellectual Property.** Buyer shall retain sole ownership of all right, title, and interest in and to all of its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, and know-how (collectively, the "Intellectual Property"), and no licenses to any Intellectual Property are created hereunder.
12. **Confidentiality; No Publicity.** (a) Any marketing plans, ideas, samples, designs, formulations, trade secrets, financial data, or other information that Buyer identifies as or otherwise deems confidential and directly or indirectly discloses in any form to Seller in connection with the contract, or which Seller derives from such information or develops in providing any Goods and/or Services under this Agreement, as well as the existence and content of the Contract (collectively, "**Confidential Information**"), shall remain the exclusive property of Buyer and shall be kept confidential by Seller and its employees and agents and shall not, without Buyer' consent, be disclosed to any third party or used except for purposes of the Contract. Notwithstanding the foregoing, no such information shall be deemed confidential and subject to non-disclosure to the extent that the receiving party can demonstrate by written record that it was previously known to the receiving party, became generally available to the public through no fault of the receiving party, was disclosed to the receiving party by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process. Seller agrees to return all Confidential Information to Buyer, including, but not limited to, raw data, records, memoranda and reports, together with all photographic copies, handwritten notes, excerpts or other electronic or other copies thereof promptly after request by Nelipak or, in any event, promptly upon expiration or termination of the Contract. (b) Seller may not use Buyer' name or

trademarks or disclose the terms or existence of the Contract to any third party, whether on Seller's customer lists, press releases, promotional or advertising materials, or otherwise, without Buyer's express prior written consent in each and every instance.

13. **Data Protection.** In the context of the purchase of Goods or Services, the Buyer will access and otherwise Process, as a Controller, Personal Data, namely the following categories: name and surname, contact details, company name, job title, bank account details and financial information (including VAT number, and credit/income history), transaction history and communications of the following categories of Data Subjects: the Seller's business owners, shareholders, company management, employees and sales representatives, for the Buyer's own purposes, namely: (i) promotion, quotations, offers and tenders, (ii), sales and purchase order management, (iii) performance of the Contract and services, (iv) Sellers relationship management, (v) credit collection, (vi) compliance with anti-money laundering and fraud prevention regulations as well as other legal requirements, (vii) accounting and (viii) defence of our interests and claims. The Buyer may share the Personal Data with its Affiliates, with suppliers that provide services on the Seller's behalf or help the Seller provide the Goods and Services to the Buyer as well as with other third parties who perform functions for the Buyer under their own responsibility as well as government and public authorities, for all the purposes set out above. Some of these recipients may be located outside the European Union, including in countries which do not provide an adequate level of protection for Personal Data within the meaning of the GDPR. The Seller shall provide all the necessary information required under Applicable Data Protection and Privacy Laws to the relevant Data Subjects and obtain all the necessary consents and authorizations for the Buyer to Process such Personal Data for the purposes set out above. The Seller may receive Personal Data of the Buyer's employees in the context of a purchase of Goods or Services, and other pre- purchase and post-purchase activities. The Seller acknowledges that he is a Controller of that Personal Data within the meaning of the GDPR and warrants that he will comply with Applicable Data Protection and Privacy Laws and be fully responsible and liable for any non-compliance.
14. **Records; Audit.** Buyer shall at any time be entitled to conduct – and the Seller shall assist in conducting – quality, safety, social and environmental audits as well as inspections of the Goods and its components on the Seller's premises and on any Subcontractors' premises. The performance of such audits and inspections is to be agreed on in further detail between the Parties. The Seller shall ensure that the Goods/Services is manufactured/rendered, transported and delivered in accordance with generally accepted ethical practices, so that, for example, child labour is not used. To that extent, Buyer is entitled to ask any document/action plan to Seller as evidence of the Seller's compliance with the Laws. Should the Buyer find that the Seller's or one of its Subcontractors' ethical practices are unacceptable, the Buyer is entitled to immediately terminate in writing the Contract/Purchase Order. Seller shall maintain reasonably complete and accurate records relating to its performance under the Contract (i) in compliance with the Laws and (ii) as reasonably requested by Buyer, in order to substantiate the nature and extent of expenses reimbursable, fees payable, and performance rendered under the Contract. Seller shall within seven (7) days' notice provide such information and/or permit such inspection of its books and records by Buyer or its representatives as Buyer may reasonably request in relation to such expenses, fees, and performance.
15. **Force Majeure.** The parties shall be excused from performing under the Contract/ Purchase Order only to the extent that performance is rendered unfeasible by a Force Majeure Event as described above. In case of Force Majeure Event, the affected party will be discharged from its obligation provided however that the affected Party shall continue to take all reasonable actions within its power and capacity to comply as fully as possible herewith. The affected Party shall immediately notify the other Party by telephone, to be confirmed in writing, of the

nature of the Force Majeure Event, thereby describing at a reasonable level of detail the circumstances causing such Force Majeure Event, the impact on the performance of its obligations under the Contract, the likely duration of the delay or non-performance and a formal plan to mitigate business disruption with the Buyer. If a Force Majeure Event occurs or is reasonably anticipated to cause a delay in performance for more than forty five (45) days, then either Party may, without any indemnity, terminate the Contract, effective upon written notice to the other Party.

16. **Notices.** Any notice given to a party in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail. A notice shall be deemed to have been received: if delivered personally, when left at the above referred address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent or e-mail, one Business Day after transmission. The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.
17. **Conflicts.** To the extent that any conflict arises between: (i) the provisions contained in any attachment incorporated as part of the Contract and/or the Purchase Order, on the one side, and the provisions of the Contract or these Conditions, on the other side; or (ii) these Conditions, on the one side, and the provisions of the Contract (for the avoidance of doubt, excluding any attachment or document incorporated by reference), on the other side; then in each such instance the latter shall prevail.
18. **Relationships between the Parties.** Nothing in this Conditions/Contract/Purchase Order, and no action taken by the parties pursuant hereto, shall constitute a partnership, association, joint venture or other co-operative entity between the parties or make one party the agent or legal representative of the other. Neither party is herein granted, nor shall it hold itself out as having, any right or authority to assume or create any obligation, express or implied, on behalf of or in the name of the other. In fulfilling its obligations hereunder, each party is acting as an independent contractor. Except in relation to any Framework Agreement referenced in the Contract, the Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and communications, written or oral, with respect thereto. Each party warrants that it is not bound by any non-competition agreement or other obligation restricting its ability to perform its obligations hereunder and that it has the requisite authorization to enter into the Contract and so to perform, without objection from or claim of anyone.
19. **Severability and Survival.** If any provision of the Contract and/or these Conditions is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof, and the remaining part of such provision and all other provisions of the Contract and/or these Conditions shall continue in full force and effect. The sections of the Purchase Order which are intended to survive its termination, and shall survive for any reason whatsoever, include but are not limited to Price, Payment, Warranty, Confidentiality, Termination, Indemnification, Intellectual Property and Remedies.
20. **Waiver.** No waiver or other variation of any provision of this Contract shall be valid or effective unless in writing and signed by an authorized representative of the party against which enforcement is sought.
21. **Assignment.** No party may, directly or indirectly, by operation of law or otherwise, assign, delegate, subcontract, or otherwise

transfer any of its rights or obligations under the Contract/these Conditions/the Purchase Order, in whole or in part, without the other party's prior written consent, except that Buyer may, at its sole option and without any other party's consent, may make any such transfer to any one or more Affiliates controlled by, controlling, or under common control with Buyer, or to a successor in interest (either through merger, transfer of shares, or other transaction).

22. **Jurisdiction.** The parties agree that any disputes arising or in any way connected with the subject matter or formation of the Contract will be governed by and construed in accordance with the laws of the country of Buyer's registered office, without giving effect to conflict of law principles.