



TERMS OF PURCHASE

1 Interpretation

1.1 In these Terms:

“Buyer” means Pregis Europe Limited (registered in England & Wales under number 2693337);

“Contract” means the Contract for the sale and purchase of the Goods and the supply and acquisition of the Services;

“Consumables” is understood to mean packaging materials, such as resins, additives, rolls of film, rolls of paper, packs of paper, bags on rolls, bags in a box and loosefill;

“Delivery Address” means the address stated in the Contract;

“Force Majeure event” means an event as described in clause 8.7;

“Goods” means the goods (including any assembly, installation and start-up and testing of the goods or any part of them) and Consumables described in the Contract;

“Price” means the price of the Goods and/or the charge for the Services;

“Seller” means the person so described in the Contract;

“Services” means the services (if any), such as but not limited to: supervision, revision, paid consulting and/or other service activities, as described in the Contract;

“Specification” includes any plans, drawings, data or other information relating to the Goods or Services;

“Terms” means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

“Writing”, and any similar expression, includes facsimile transmission and comparable means of communication, inclusive of electronic mail.

1.2 Any reference in these Terms to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.4 These Terms shall also apply to any future Contract with the Seller without Buyer having to refer to these Terms in each individual case.

2. Contract

2.1 All offers or quotations of the Seller are irrevocable and valid for ninety (90) calendar days, unless agreed otherwise.

2.2 Buyer is entitled to terminate any negotiations at any time without giving reasons and without any obligation for compensation of any kind whatsoever.

2.3 A Contract or a change therein shall take effect between Buyer and the Seller only in the event that the Seller has either signed the order form and returned it to Buyer, or when Buyer has accepted an offer or quotation of the Seller in Writing, or when the Seller has commenced the performance of the Contract in accordance with the Buyer’s order form. Buyer is entitled to revoke any of the orders it has placed so long as the Seller has not signed and returned the Buyer order form to Buyer.

2.4 If other provisions have been agreed in the Contract between Buyer and the Seller than those in the present Terms, the specific provisions in the Contract shall prevail.

2.5 These Terms shall apply to the Contract to the exclusion of any other terms on which any quotation has been given to the Buyer or subject to which an order is accepted or purported to be accepted by the Seller.

2.6 If Buyer refers in the Contract or the corresponding appendices to technical regulations, safety regulations, quality requirements or other regulations or requirements which are not appended to the Contract, the Seller shall be deemed to be acquainted with their contents, unless it notifies Buyer in Writing to the contrary without delay. Buyer shall in that case provide the Seller with further details of the said regulations or requirements.

2.7 If use is made in the performance of the Contract of drawings, specifications, instructions, inspection specifications and similar documents provided by or approved by Buyer, these shall form an integral part of the Contract.

2.8 Variations to the work (more or less work) will be accepted by Buyer only when agreed in Writing with a person duly authorized by Buyer..



3 Specifications

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Terms, be as specified in the Contract and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer, and the Seller assigns with full title guarantee to the Buyer all such copyright, design rights and other intellectual property for no further consideration, subject only to the payment of the Price. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4 Price of the goods and services

4.1 The Price of the Goods and the Services shall be as stated in the Contract and, unless otherwise so stated, shall be exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice).

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms of sale.

4.4 All invoices of the Seller must contain the following information, without prejudice to any further legal requirements which must be complied with in any case: Buyer contract number, Buyer contract item/line number, origin of the delivered Goods and Services (country of origin), quantity, Buyer Tax ID number (e.g. VAT number, GST number).

4.5 Unless otherwise agreed in the Contract, the original invoice shall be sent electronically to the communicated central email address shared by the Buyer

4.6 Payments by Buyer shall neither constitute acceptance of the Goods and Services nor acknowledgment of the settlement of account or recognition of the Goods and Services as free from defects and / or having been delivered on time

5 Terms of payment

5.1 The Seller may invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Contract.

5.2 Unless otherwise stated in the Contract, the Buyer shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

5.3 The Buyer may set off against the Price any sums owed to the Buyer by the Seller.

6 Delivery

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Contract, in either case during the Buyer's usual business hours. Unless agreed otherwise, the Goods shall be Delivered Duty Paid (DDP, INCOTERMS 2020) at the address specified by Buyer.



- 6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Contract, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4 A packing note quoting the number of the Contract, item/ line number of the Contract, the origin of the Goods or Services (country of origin) the place of the delivery, Seller's name and address must accompany each delivery or consignment of the Goods or Services and must be displayed prominently.
- 6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single Contract and not severable.
- 6.6 The Buyer may reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 6.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 6.9 If the Goods are not delivered or the Services are not performed on the due date then, without limiting any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damage for delay 5 per cent of the Price for every week's delay, up to a maximum of 30 per cent.

7 Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery to the Buyer in accordance with the Contract.
- 7.2 The property of the Goods shall pass to the Buyer on delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8 Minimum Wage

- 8.1 The Seller is obliged to pay its employees for the performance of the Contract at least the minimum wage according to the relevant legislation. The Seller shall indemnify and hold harmless Buyer in the event of a violation of this obligation by the Seller or its subcontractors.
- 8.2 Notwithstanding any other rights of termination and withdrawal, Buyer is entitled to terminate the Contract if the Seller and/or its subcontractors culpably violate the minimum applicable wage regulations. The Seller shall compensate Buyer for any damage incurred as a result of the withdrawal or termination. In all other respects the statutory provisions shall apply.
- 8.3 Buyer is entitled at any time to request from the Seller a written confirmation of payment of the minimum wages as well as to request from the Seller suitable evidence for the verification of compliance with this clause 8, such as in particular minimum wage declaration of the Seller's employees, confirmations of the Seller's tax advisor or auditor.

9 Corporate, social responsibility and Ethics

- 9.1 Seller undertakes to comply with the Buyer's Code of Conduct (Annex 1), which is incorporated by reference as part of this document and shall ensure that its directors, officers, employees, suppliers and subcontractors are legally bound by a similar compliance obligation. Any breach of this obligation shall entitle Buyer to full indemnification and immediate termination of the contractual relationship at any time, without incurring any liability to the Seller.
- 9.2 Seller must at request of Buyer conduct the "social Responsibility & Ethics" self-assessment and which is assessable at [http/ et cetera]. The Buyer is entitled to ask the Seller at any time of evidence of the answers given in the self-assessment.

10 Warranties and liability

- 10.1 Seller is responsible for ascertaining exactly what is required for the Goods and / or Services, failing which he shall be deemed to be acquainted with (a) the purpose for which the Goods and / or Services are intended, and (b) the circumstances in which the Goods and / or Services are to be implemented
- 10.2 The Seller warrants to the Buyer that the Goods:



10.2.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Contract is placed;

10.2.2 will be free from defects in design, material and workmanship;

10.2.3 will correspond with any relevant Specification or sample; and

10.2.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.

10.3 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

10.4 Without limiting any other remedy, if Buyer discovers during a period of 24 months after delivery of the Goods (excl Consumables) or after rendering the Services that any Goods (excl Consumables) or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

10.4.1 to require the Seller to repair the Goods (excl Consumables) or to supply replacement Goods or Services in accordance with the Contract within seven days or a mutually agreed timescale with the Buyer; or

10.4.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods (excl Consumables) or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

10.5 Without limiting any other remedy, if Buyer discovers during a period of 6 months after delivery of the Consumables that these are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled

10.5.1 to require the Seller to supply replacement Consumables in accordance with the Contract within seven days or a mutually agreed timescale with the Buyer; or

10.5.2 at the Buyer's sole option to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

10.6 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

10.6.1 breach of any warranty given by the Seller in relation to the Goods or the Services;

10.6.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

10.6.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;

10.6.4 any act or omission of the Seller or its employees, agents or sub-Contractors in supplying, delivering and installing the Goods; and

10.6.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

10.7 Neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

10.7.1 Act of God, explosion, flood, tempest, fire or accident;

10.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.7.4 import or export regulations or embargoes;

10.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either the Seller or the Buyer or of a third party).

10.8 In the event a Force Majeure event is temporary, the Seller shall be entitled to suspend performance of the Contract for a reasonable term not exceeding four (4) weeks, subject to the condition that the Seller immediately notifies Buyer thereof after the circumstances resulting in a Force Majeure event have occurred and stating the cause thereof. If the Seller is unable to honour its obligations under the Contract after the end of the said four (4) weeks, Buyer shall be entitled to cancel the contract, without any obligation for compensation of any kind whatsoever or payment of costs. In the event of a continuing Force Majeure event, the Seller is obliged immediately to notify Buyer thereof and Buyer is entitled immediately to cancel the Contract, without any obligation for compensation of any kind whatsoever or payment of costs.



11 Termination

11.1 The Buyer may cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

11.2 The Buyer may terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

11.2.1 the Seller makes any composition or voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) enters into administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or a moratorium comes into force in respect of the Seller (within the meaning of the Insolvency Act 1986); or

11.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or

11.2.3 the Seller ceases, or threatens to cease, to carry on business; or

11.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

12 General

12.1 The Contract is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-Contract any of its obligations under the Contract unless previously agreed with the Buyer.

12.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

12.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

12.5 The Contract shall be governed by the laws of England and Wales.

12.6 The applicability of the United Nations Convention on the International Sale of Goods of 11 April 1980 (Bulletin of Treaties 1981, number 184 and 1986 number 61) is excluded.

12.7 All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Paris, France. The language of the arbitration shall be English.



Buyer's Code of Conduct

At Pregis, no business requirement ever justifies an illegal, unethical, immoral, or unprofessional act. Pregis holds ethics, integrity, and lawful conduct among its topmost priorities. Ethical and lawful conduct is essential to protecting Pregis's worldwide businesses and reputation. These are the standards by which we expect our seller to conduct their businesses. The Pregis Statement of business principles has served as guidance for this Code of Conduct. As our partners in business, we expect our seller to uphold the requirements set forth in this Seller Code of Conduct and to ensure these standards are met within their supply chains.

Respecting Human Rights

Anti - Harassment

The seller strictly prohibits harassment, bullying, and abusive behavior of any kind. Sexual harassment is specifically prohibited. Although legal definitions of “harassment” may differ, Pregis considers it to include any form of unwelcome conduct toward another person that has the purpose or effect of creating an intimidating, hostile, or offensive work environment for that person. The seller shall not tolerate any such conduct, regardless of whether a harassment claim is enforceable under local law.

Diversity and Equal Opportunity

The seller is committed to sustaining a culture of inclusion and diversity within a safe, healthy, and harassment-free work environment. Employment decisions including hiring, terms of employment, mobility, training, compensation, and occupational health are based on an employee's qualifications, demonstrated skills, and performance without discrimination as to age, race, color, religion, creed, sex, marital status, sexual orientation, gender identity, genetic information, citizenship status, national origin, protected veteran status, political affiliation, or disability. The seller shall not tolerate discrimination of any employee on such basis.

Workplace Standards

The seller is committed to fair labor practices, including laws that protect rights of workers. Working hours are compliant with national laws and regulations.

Overtime working is voluntary and, as a minimum, is paid at the rate required by law.

Time off for employees is in accordance with the applicable laws and regulations with, on average, a minimum of one day off in every seven.

Wages and benefits are compliant with the minimum stated by applicable laws and regulations.

Payment is made in a way that is acceptable to both the company and the employee.

Any deductions are reasonable and clearly understood by the employee. There will be no deductions for disciplinary purposes.



Health and Safety

Seller shall be dedicated to protecting employee safety and health beyond mere compliance with laws and regulations. Seller are required to have a safety and health programs that include physical machine safety, procedural safety, training, audits, corrective actions, reporting, and awards. The seller has to take appropriate precautions including wearing and using required personal protective equipment and follow all safety rules at all times.

Seller shall provide workers with ready access to clean toilet facilities, potable water and, where applicable, sanitary food preparation, storage, and eating facilities.

Labour Practices

The seller will not employ child labor and seeks to comply with local law regarding all age and hour restrictions, and expect and demand that their seller do likewise.

The seller prohibits, both for itself and its seller, the use of any indentured or forced labor, slavery, or servitude, and is committed to complying with all applicable anti-slavery and human trafficking laws and regulations.

Protecting the Environment

Seller must conduct all work activities in accordance with applicable environmental laws, regulations, permits and company policies. Seller shall strive for continuous improvement of their environmental performance.

All environmental records, documents and labels must be accurately and truthfully maintained and all hazardous materials must be handled, stored and disposed of using company methods and practices in compliance with applicable laws and regulations.