Sonoco Products Company  
General Terms and Conditions of Purchase

UNLESS OTHERWISE PROVIDED BY SEPARATE WRITTEN CONTRACT DULY SIGNED BY SONOCO PRODUCTS COMPANY OR ITS APPLICABLE SUBSIDIARY OR AFFILIATE ("BUYER"), A PURCHASE ORDER ISSUED BY BUYER (AN "ORDER") MAY BE ACCEPTED ONLY IN FULL AND UPON THE TERMS AND CONDITIONS SPECIFIED BELOW AND WITHOUT PREJUDICE TO MANDATORY PROVISIONS IN LAW WHICH DO NOT ATTACH THE EFFECTIVENESS AND APPLICATION OF THE SONOCO TERMS AND CONDITIONS AS A WHOLE. SHIPMENT OF GOODS OR COMMENCEMENT OF SERVICES DESCRIBED HEREIN SHALL BE DEEMED TO BE AN ACCEPTANCE BY SELLER OF SUCH TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN SELLER'S ACKNOWLEDGMENT OR OTHER RESPONSE HERETO SHALL BE DEEMED OBJECTED TO AND REJECTED BY BUYER AND SHALL BE OF NO EFFECT.

1. PRICE  
If any price is higher than specified on the face of the Order, Seller will not ship goods or commence services without express, written authorization from Buyer. If price is omitted, it is agreed that the goods or services shall be billed at the price last quoted or paid, or the prevailing market price at time of delivery, whichever is lower, unless otherwise specified.

The purchase price excludes all applicable European Union ("EU"), national, regional, provincial, state or local taxes imposed on the goods or services and the transfer of goods and services, which shall be paid by Buyer. All such taxes shall be set forth as separate items on each Seller invoice.

Seller shall be responsible for complying with all import/export requirements applicable to the manufacture and sale of goods and the provision of services to Buyer and shall pay any import/export duties, levies or charges or other customs related expenses.

Buyer does not accept any authorized price increase, hardship or addenda. Prices are all inclusive and fixed.

2. INVOICES  
Seller shall send a payment invoice to the billing address set forth on the Order. Each invoice must bear Buyer's Order number and coding, if any, and must be accompanied by a bill of lading if shipment is made by common carrier. A separate invoice must be rendered for each lot of goods or services shipped or delivered to Buyer pursuant to the Order. Goods received and not covered by an invoice will be held at Seller's risk and expense.

Invoices are expected to be mailed not later than the day following shipment of goods or completion of services. Regardless, Seller must submit to Buyer a correct invoice for ordered goods and services no later than six (6) months after delivery of such goods and completion of such services. Buyer will not be obligated to pay (a) any invoices received more than six (6) months after the invoiced services were completed, or (b) any invoices containing pricing errors that are not corrected within six (6) months of delivery of the invoiced goods or completion of the invoiced services.

All invoices must be issue according to the VAT law provisions and regulations. Formally incorrect invoices are null and void and do not give right to payment.

Buyer is entitled to contest and return invoices it does not agree with, within a month from acceptance.

3. PAYMENT TERMS  
The payment terms or cash discount period available to Buyer shall commence on the date of receipt of the goods or performance of services or on the date of receipt of the correct invoice, whichever is later.

Seller will have no title of retention and will in no case have the right to suspend the delivery of the Goods except in the case of willful misconduct of the Buyer.

4. QUANTITY  
Goods or services of a quantity greater than that ordered will not be deemed accepted unless authorized in writing by Buyer, nor shall Buyer's acceptance of a lesser quantity relieve Seller of its obligation to deliver the balance of the goods or perform the balance of the services ordered.

An Order or any repeated Order will give no right to Seller to any preference, exclusivity or otherwise. Any offer from Seller must be at arms length and Buyer always keeps the liberty to place the Order.

5. SUPPLIER NETWORK  
Seller acknowledges that Buyer is a member of the Ariba Supplier Network operated by Ariba, Inc. (the "Network") and that Buyer utilizes the Network for purposes of transmitting Purchase Orders to its suppliers. At Buyer's request, Seller agrees to join the Network and register as a supplier in accordance with the procedures, terms and conditions of the Network, and Seller further agrees to continually maintain said Network membership throughout the term of this Order if requested by Buyer in order to accept Purchase Orders issued by Buyer to Seller through the Network. If at any time during the term hereof Buyer chooses to utilize a different supplier network instead of the Network for purposes of transmitting Purchase Orders to Seller, Seller agrees, upon request by Buyer, to register with and become a member of such different supplier network selected by Buyer in order to continue accepting Buyer's Purchase Orders.

6. FAILURE TO DELIVER  
Time is of the essence in any Order and Seller shall deliver the goods or perform the services strictly in accordance with the delivery requirements and deadlines set forth in the Order. If Seller fails to deliver or perform as and when specified, Buyer reserves the right to cancel the Order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return for full credit part or all of any shipment so made or, if applicable, services so provided. Failure to deliver will expose Seller to liability, including direct and indirect costs, loss of income and damages. Failure to deliver also leaves it at the free discretion of Buyer to order elsewhere.

7. PASSAGE OF TITLE AND RISK  
Title to and risk of loss of or damage to goods and services shall remain with Seller until delivery to Buyer at the facility address specified in the Order. Buyer shall not be required to assert any claims against common carriers. Subject to Buyer's right of inspection and rejection or revocation of acceptance of nonconforming goods and services under applicable law, title and risk of loss or damage to such goods and services shall pass to Buyer upon delivery to the appropriate facility. If goods or services are later found to be defective or nonconforming, then the provisions of the Section entitled "Defective or Non-Conforming Goods and Services" in this Order shall apply.

8. OVERSHIPMENT; SHIPMENT TO WRONG LOCATION; ADVANCE SHIPMENT  
Subject to its rights of inspection under the Section entitled "Defective or Non-Conforming Goods and Services", Buyer shall have no obligation to accept (a) goods or services which exceed the quantity specified by Buyer in this Order ("Over Shipments"), or (b) goods or services delivered to the wrong Buyer location ("Shipment to a Wrong Location"), or (c) goods or services delivered prior to the delivery date designated by Buyer in this Order ("Advance Shipments").

In case of Over Shipments, Buyer shall inform Seller in writing that it will hold Over Shipments at Seller's risk and expense for one month while waiting for instructions from Seller, and any return shipment of goods or return of services shall be at the Seller's sole risk and expense. If Seller fails to take back such Over Shipments at the expiry of above-mentioned term, Buyer shall be entitled to dispose of the relevant goods or services without any compensation to Seller.

In case of Shipment to a Wrong Location, Buyer may, at its option, either return the goods or services at Seller's sole risk and expense (including, without limitation, transportation charges) or transfer the goods or services to the right location at Seller's sole risk and expense.

In case of Advance Shipments, Buyer may, at its option, either return the goods or services at Seller's sole risk and expense (including, without limitation, transportation charges) or delay paying the purchase price until the payment date which would have been applicable had the concerned goods or services been delivered on the date designated by Buyer in this Order.
9. DEFECTIVE OR NON-CONFORMING GOODS AND SERVICES
Buyer shall have the right but not the obligation to inspect all goods and services. If any of the goods or services are defective or otherwise not in conformity with the requirements of the Order, inspection cannot be construed as acceptance. Buyer cannot be considered expert and the result of an inspection cannot be held against Buyer. Buyer will notify Seller accordingly and the remedies described elsewhere herein and available at law or in equity, the right to (a) reject the non-conforming or defective goods or services without obligation or liability and receive a refund from Seller of all amounts paid by Buyer for such replacement goods or services, plus Buyer's reasonable expenses related to such replacement; and (c) recover from Seller all costs and expenses incurred by Buyer in connection with the non-conforming or defective goods or services, including, without limitation, for materials, labor, components, machine time, supplies, recalls, recovery, freight, handling and storage. The remedies specified in this Order shall be cumulative, nonexclusive and in addition to any other remedies or the time of such delivery not be otherwise. Buyer shall have the right at all times to set off any amounts owing at any time from Seller to Buyer (or its subsidiaries or affiliates) against any amount payable at any time by Buyer (or its subsidiaries or affiliates) to Seller.

10. WARRANTY
Seller warrants that (a) all goods and services shall be free from defects and shall conform to the specifications, samples or other descriptions and requirements set forth, described or referred to in this Order; (b) all goods shall be made of new materials and components unless Buyer expressly permits otherwise; (c) all goods shall be merchantable and fit for the Buyer's purpose; (d) all goods shall be warranted in a timely manner in accordance with industry standards and shall be warranted at the full satisfaction of Buyer; (e) the manufacture, packaging, labeling and transportation of the goods and the performance of the services comply with any and all applicable EU, national, regional, provincial, state or local laws, rules, regulations and ordinances; (f) Seller shall have and convey to Buyer good title to the goods, free from any and all encumbrances or claims of others; (g) Seller has no agreements with or obligations to others that might conflict with its obligations under this Order; (h) Seller has obtained and maintains in full force and effect all applicable licenses, consents, permits, approvals, authorizations and the like required to lawfully perform Seller's obligations under this Order; and (i) Seller shall promptly notify Buyer if Seller receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the subject matter of this Order or Seller's performance in accordance with this Order, and (2) shall take all steps, at Seller's expense, to remedy and resolve any issues raised therein as promptly as practicable; (i) any goods delivered hereunder pursuant to this Order, and the Conforming Goods and Services, shall conform to the specifications, samples or other descriptions and requirements set forth, described or referred to in this Order, and (j) Seller gives no warranty, express or implied, as to the description, quality condition, merchantability, fitness for any particular purpose, title, productiveness or any other aspect of the Buyer's Property. Seller shall not be responsible for the maintenance, repair, or the proper use and service of the Buyer's Property. Seller shall indemnify and hold harmless Buyer from and against any and all losses and claims (including claims of Seller's employees), damages, debts, liabilities, suits, actions, recoveries and judgments of every nature and description arising out of any failure of the Buyer's Property to be suitable for its intended purpose or for any damage (including without limitation damage to Buyer's Property), destruction, injury or death arising from the use of such Buyer's Property.

12. INFRINGEMENTS
Seller represents to Buyer that the goods and services supplied hereunder do not and shall not infringe upon any existing or pending patents, copyrights, trademarks, trade secrets or other proprietary rights of third parties. Seller shall indemnify Buyer against liability, loss, damage, costs or expenses of any kind or nature, including, without limitation, Buyer's attorney’s fees and costs, incurred in connection with any claim, suit or other proceeding for infringement or misappropriation of any Buyer's patent, copyright or other proprietary right brought against Buyer or Buyer's successors or assigns based upon the use of the Goods (each, an "Infringement Claim" and collectively, "Infringement Claims"). If Buyer is enjoined from using the goods or services because of an Infringement Claim, Seller shall, at its sole expense and in the following sequence: (a) obtain for Buyer the right to continue using such infringing goods or services; (b) replace such infringing goods or services with non-infringing but equivalent goods or services; or (c) modify the goods or services so that they are non-infringing but equivalent. At Buyer's option, Seller shall purchase all infringing goods and services from Buyer at the total purchase price paid by Buyer for all such infringing goods and services and pay Buyer all costs and expenses incurred by Buyer in the removal of such goods and services. In addition, Seller shall promptly notify Buyer of any Notice of Infringement Claim. At Buyer's option, Seller shall defend Buyer in such Infringement Claim at Seller's direct cost and expense. Alternatively, Buyer may defend itself against such Infringement Claim and seek recovery from Seller as described above. Any settlement made for or against Buyer or on behalf of Buyer must be agreed to in writing prior to any final settlement agreement and Seller shall promptly inform Buyer about any judgment rendered for or against it regarding any infringement proceeding. The provisions of this Section shall not extend to Infringement Claims resulting solely from Seller's compliance with Buyer's specific designs, processes or specifications.

13. SOFTWARE
With respect to any operating system, firmware, software, program, application, source or object code, machine-readable instruction, or similar electronic information that is provided to Buyer by Seller in connection with the goods or services, either in a stand-alone medium or imbedded in the goods or services (the "Software") or if Seller warrants that (a) Seller agrees that (i) the Software will perform as specified when installed and used in connection with the goods or services; (b) Seller has the right to license the Software to Buyer as provided below; and (3) neither Buyer's use of the Software in connection with the goods or services nor its exercise of its rights under the license granted below will infringe on any third party intellectual property rights. Seller hereby grants to Buyer a non-exclusive, perpetual, royalty-free license to use the Software in connection with the goods and services, and the license is freely transferable by Buyer in connection with any assignment, sale, or other transfer that it may make of the goods or services. For purposes of all warranties, obligations, rights and remedies provided herein with respect to the goods or services, Seller shall be considered a part of the goods or services covered by the same warranties, obligations, rights and remedies. Seller agrees to promptly notify Buyer of any updates to the Software and, if requested by Buyer, to provide such updates to Buyer. With respect to cloud-based Software, such updates shall be provided to Buyer at no additional charge.

14. INDEMNIFICATION
Seller shall protect, defend, indemnify and hold harmless Buyer and its agents, employees and related companies from any and all losses, costs, expenses (including Seller's fees and court costs), claims (including claims of Seller's employees), damages, injuries (including death), demands, liabilities, suits, actions, recoveries and judgments of every nature and description arising out of (a) any failure of the Buyer's Property or breach of this Order; (b) negligence or willful misconduct, and (c) the presence of Seller's employees or agents on Buyer's premises; all except to the extent of Buyer's gross negligence or willful misconduct. As to any claim made by Buyer hereunder, Seller expressly
waives any immunity from suit with respect to injuries to Seller’s employees which may be assigned to Seller as a result of any payments made by Seller to such employees or under any applicable workers’ compensation statute or similar law or judicial decision.

15. INSURANCE
Seller shall maintain and at minimum keep in force, at its own expense, the following amounts of insurance coverage according to the terms hereafter set forth: (a) Workers’ Compensation Insurance with a limit of $1,000,000 per occurrence; (b) Employers’ Liability Insurance with a limit of $1,000,000 per occurrence; (c) Commercial General Liability Insurance covering claims for bodily injury, death, and property damage, including Premises and Operations, Products and Completed Operations, Independent Contractors, Personal Injury, Blanket Contractual and Broadform Property Damage Liability, with a combined single limit of $2,000,000 per occurrence and $5,000,000 in the aggregate; and (d) Comprehensive Auto Liability Insurance covering owned, non-owned, hired, and other vehicles with a limit of $1,000,000 per occurrence. The insurance policies described above shall be written by insurance companies reasonably satisfactory to Buyer. Seller shall not cancel or modify any insurance policies without first giving thirty (30) days’ written notice to Buyer. Any such cancellation or modification shall not affect Seller’s obligation to maintain the insurance coverage set forth above. Seller shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Seller pursuant to this Section shall be primary coverage in all instances regardless of whether or not Buyer has similar coverage. Buyer shall be named as an additional insured on all such policies of insurance. Seller shall not commence performance of this Order until evidence of such insurance has been delivered to and approved by Buyer. Seller shall not self-insure any of the insurance coverage required by this Order without the prior written consent of the Buyer. The minimum limits of coverage required by this Order may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Seller to Buyer under this Order. In the event of a breach of any of Seller’s insurance conditions described above, Buyer shall have the right to immediately terminate this Order upon notice to Seller.

16. INDEPENDENT CONTRACTOR
Seller specifically represents that it is an independent contractor, properly licensed and offering goods and services based on its expertise and experience. As such, Seller shall have and maintain exclusive control and direction over all of its employees, agents, and operations. Except as expressly authorized in writing, neither Seller nor anyone employed by Seller shall be, shall hold themselves out as, or shall be deemed to be, Buyer’s agent, representative or employee. Seller shall replace any personnel deemed unsatisfactory by Buyer. Seller assumes full and exclusive responsibility for the payment of all contributions or taxes now or hereafter required by any law or regulation as to all personnel engaged in the performance of this Order.

17. CONFIDENTIALITY
Seller shall not at any time, either prior to or after the termination of this Order, without Buyer’s express written permission, make use of (except for Buyer’s direct benefit as authorized herein), disclose or allow to be disclosed to others and unauthorized persons or information or trade secrets regarding Buyer’s products, customers, processes, techniques or operations learned by Seller incidental to its performance hereunder. All specifications, documents, drawings and other data delivered by Buyer to Seller in connection with this Order shall be subject to this confidentiality obligation. Seller’s confidentiality obligation will not extend to information that is generally published or lawfully available from other sources or that was known to Seller prior to disclosure thereof by Buyer. Seller will not publicly disclose this Order or its terms or its business relationship with Buyer, nor use Buyer’s name or trademark, without prior written approval of Buyer. Seller will not give away or disclose under any or all form knowhow or goodwill obtained or received from Buyer or from the relationship with Buyer to any third party. Seller will respect free competition and equal opportunity.

18. SHIPPING INSTRUCTIONS
Seller agrees to route all shipments as per any routing or ship-to instructions on the face hereof, or as requested by Buyer. If specific routing or ship-to instructions are not indicated and not excepted, all extra costs of Buyer resulting therefrom, including, without limitation, costs of reshipment to correct locations, will be paid by Seller. Pallets and/or crates must be treated and stamped in accordance with the ISPM 15 standard. Seller will always use first class shipping companies and avoid any relation with third parties under embargo, boycott, seizure, disruption, insolvency or otherwise. Goods must be shipped according to best standards and practices.

19. EXTRA SHIPPING CHARGES
No charges will be allowed for drayage, boxing, storage or packing unless agreed upon by Buyer.

20. COMPLIANCE WITH LAWS
Seller represents, warrants and certifies that it, and any goods manufactured or sold or services rendered in connection with this Order, are and will at all times be in compliance with all applicable EU, national, regional, provincial, state and local laws, regulations, rules or orders, including, without limitation, the labor standards and best practices. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including attorney’s fees), which Buyer may incur as a result of Seller’s violation of any applicable laws, regulations, rules or orders.

21. OCCUPATIONAL SAFETY AND HEALTH
Seller agrees to, and to require its employees and agents to comply, with the provisions of applicable safety and health regulations, and the standards and regulations issued thereunder and warrants that all goods and/or services furnished under this Order will conform to and comply with said standards and regulations. Prior to the delivery of goods, Seller shall furnish to Buyer Material Safety Data Sheets ("MSDS") in the format and with the information required by the applicable regulatory body. Such MSDS shall contain all information reasonably necessary to enable Buyer to comply with any applicable “hazard communication” or “right-to-know” laws.

Seller agrees that at any time that Seller’s employees or agents are performing services in a Buyer facility or in proximity to Buyer’s employees or are otherwise on Buyer’s property, Seller shall require its employees or agents to comply with all occupational health and safety rules and regulations promulgated by law and the Buyer and with all of Buyer’s policies and requirements regarding the presence of Seller’s employees or agents on Buyer’s premises, including passing applicable background checks. Seller hereby acknowledges that Buyer has informed Seller of its policy that being under the influence of, bringing in, possessing, providing, manufacturing or other production of, buying, selling or using alcoholic beverages, unauthorized drugs or controlled substances, or providing or consuming any of Buyer’s volatile solvents, is strictly prohibited. Seller understands and agrees to follow, and cause its employees and other agents to follow, this policy during the performance of this Order. Seller is solely responsible for the safety of its employees at all times while on Buyer’s property.

22. TOXIC SUBSTANCES CONTROL
Seller expressly represents and warrants that each and every chemical, chemical substance, and in the case of mixtures, every chemical substance ingredient, in any mixture sold or otherwise furnished hereunder is, at the time of such sale and delivery to Buyer, listed and accepted by the authorities, and is otherwise manufactured, sold, furnished and/or delivered in compliance with all applicable provisions of any applicable provision, regulation, act or toxic substances. Seller expressly represents and warrants that the products and/or goods sold or otherwise furnished hereunder are not and/or do not contain chemicals or other substances whose use of any kind, or presence in consumer goods has been banned, or whose use has been restricted or limited in any manner without such restriction or limitation being clearly identified with respect to each such chemical or other substance and the components thereof on the labeling of each said products or goods.

23. CONFLICT MINERALS
If tantalum, tungsten, tin, gold, or any other “conflict minerals” (collectively, the “Conflict Minerals”) are used in the manufacture or production of any goods and services to be supplied to Buyer hereunder, then Seller (1) will disclose to Buyer the identity, origin, and use of such Conflict Minerals and the facility and location at which such Conflict Minerals were processed, and will provide Buyer with any additional information requested by Buyer with respect to such Conflict Minerals; and (2) represents and warrants that such Conflict Minerals either did not originate from any banned or embargoed country or adjoining country.

24. ENVIRONMENTAL LAWS
In its performance of the Order, Seller shall comply with all applicable environmental laws and will provide Buyer promptly with copies of all notices of violation, information requests and warning letters issued by any EU, national, regional, provincial, state or local environmental health or safety agency in connection with the Goods or any facility related to the Goods. Seller further agrees to comply with all the applicable responsibilities of a “generator” as that term is defined pursuant to CERCLA.

25. ENVIRONMENTAL RESPONSIBILITY
Seller shall comply with, and shall cause its employees and agents to comply with, Buyer’s environmental policy stated in Buyer’s supplier standards found on Buyer’s website at http://www.sonoco.com/supplier_standards

26. REGULATORY COMPLIANCE
Seller will sign any compliance certificates or guarantees Buyer reasonably requires, and will inform Buyer immediately (and provide relevant documents) if (a) it learns of anything that may indicate a product quality, safety, or labeling problem affecting the goods or services, or that could cause Seller to breach any such certificate or guarantee or other requirement of this Order, or (b) a government agency or the media contacts Seller about any goods or services or matters potentially relating to them.

Seller shall permit representatives of any regulatory agency having jurisdiction over the manufacture and/or marketing of the goods or performance of the services to inspect facilities in conjunction with the manufacture, testing, packaging, storage, handling and shipping of the goods and performance of the services. Further, Seller shall advise Buyer immediately if Seller receives notice of an impending inspection or if an authorized agent of the EU or other governmental agency visits any of Seller’s manufacturing facilities concerning the
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goods or services. Seller shall furnish to Buyer any report, including any EU or applicable non-EU notices or comparable notices of other agencies), regulatory letters or similar documents received from such agency concerning the goods or services and the application of such report to the goods or services, if any, within seven (7) days of Seller’s receipt of such report.

Each party shall promptly inform the other of any formal or informal inquiry relating to the goods or services by any regulatory agency of any local, state, or national government, or supranational authority.

Upon Buyer’s reasonable request, Seller shall cooperate as necessary with, and promptly provide appropriate product data and information to, Buyer regarding the goods and services that would assist in, among other items, any application for any regulatory approval, from any regulatory agency. Seller further agrees to cooperate fully with Buyer with respect to any inquiry regarding the goods and services and to supply Buyer with all requested information related to the goods and services and Seller’s performance under this Contract.

27. SUPPLIER STANDARDS
Seller shall comply with, and shall cause its employees and agents to comply with, Buyer’s supplier standards found on Buyer’s website at http://www.sonoco.com/supplier_standards

28. SUSTAINABILITY
Seller acknowledges that Buyer expects its suppliers to develop sourcing methods, and reporting for, and to make efforts to control and reduce key sustainability metrics including green house gases (GHGs), water and energy consumption, solid waste, volatile organic compound (VOC) and hazardous air pollutant (HAP) production. Seller agrees to make commercially reasonable efforts to pursue these objectives and to cooperate reasonably with Buyer’s efforts in this respect.

29. CHOICE OF LAW AND FORUM
This Order shall be interpreted and governed in all respects by the laws of the United Kingdom without reference to the conflicts of law principles thereof. Any judicial proceeding arising out of or related to this Order shall be instituted and maintained in the Brussels Courts and each party submits to the exclusive jurisdiction of such courts. Each party further agrees to comply with all requirements necessary to give such courts in personam jurisdiction and agrees that service of process may be accomplished, in addition to any other lawful means, certified mail, return receipt requested, to each party at such party’s address as set forth herein or any new address of which each such party has been notified in writing. Each party hereto hereby agrees that it shall not have a remedy of punitive or exemplary damages against the other in any dispute and hereby waives any right or claim to punitive or exemplary damages they have now, or which may arise in the future in connection with any dispute.

30. INTERPRETATION
This Order shall be construed without the aid of any rule of law requiring interpretation against the party drafting or causing the drafting of the Order or the portions of the Order in question, it being agreed that all parties hereto have expressly and freely agreed to the content of this Order.

31. TERMINATION FOR CONVENIENCE OF BUYER
Buyer reserves the right to terminate this Order for Buyer’s sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cease any of its activities or subcontractors to cease such work and, at Buyer’s request, expedite any remaining services or ready-to-ship goods under this Order. Buyer’s liability to Seller with respect to such terminated Order shall be limited to: (1) Seller’s purchase price of all finished goods and services ordered by Buyer and not usable in Seller’s other operations. Buyer shall be entitled to a refund of any advances or progress payments made in excess of the foregoing measure of Buyer’s liability, and at Buyer’s option, Seller shall deliver to Buyer any finished goods or services or work-in-process. Seller shall not be paid for any work performed after receipt of notice of termination, nor for any costs incurred by Seller’s suppliers or subcontractors which Seller could reasonably have avoided, nor shall Buyer be liable for any loss of profits on the Order or portion thereof so terminated or suspended, nor for any consequential or incidental loss or damage, nor for any suspension, delay, termination or cancellation charges.

32. TERMINATION FOR CAUSE
Buyer may terminate this Order in the event of any default by Seller, or if Seller fails to comply with any of the terms and conditions of this Order and Seller does not cure such default or failure within thirty (30) days of receipt of written notice from Buyer; provided, however, that Buyer shall not be obligated to send an additional written notice or provide an additional cure period in the event that Seller breaches a breach is recurring. Late deliveries, deliveries of products which are defective or which do not conform in any respect to the requirements stated in writing by Buyer, or failure to provide Buyer, upon request, with adequate assurances of future performance, or in the event that Seller become insolvent or there is filed by or against Seller a petition in bankruptcy, reorganization or other insolvency proceeding, shall all be causes permitting Buyer to terminate this Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, with the exception of finished goods and services meeting the requirements of this Order and accepted by Buyer, and of which Buyer specifically requests delivery or completion after notice of termination is given, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that Buyer has improperly terminated this Order for cause, such termination shall be deemed a termination for the convenience of Buyer.

Seller may terminate this Order or any part of it upon written notice to Buyer in the event of Buyer’s failure to pay any amounts due under this Order, which failure is not cured within thirty (30) days from the receipt of Seller’s written notice.

33. CHANGE
Except with the prior written approval of Buyer, Seller shall not make any changes to (a) the specifications of the goods or any portion or component of the goods; (b) the specifications or scope of the services; (c) the raw materials, production processes, procedures, or equipment used to manufacture the goods; (d) the method of performance of the services; (e) the facility or facilities at which the goods are manufactured; and (f) the place or time of performance of the services. Notwithstanding anything to the contrary contained herein or in Seller’s documents, Buyer may make changes at any time to this Order regarding its scope, acceptance of goods or services, or packaging or delivery, or the method of performance of the services, or the method of performance and place or time of performance. Any change shall be communicated to the Seller in writing. If any change required by Buyer affects the purchase price or delivery or performance of the services, or changes in the specifications of the goods or services, or the method of performance and place or time of performance. Any change may be communicated to the Seller in writing. If any change required by Buyer affects the purchase price or delivery or performance of the services, or changes in the specifications of the goods or services, or the method of performance and place or time of performance, the specification shall then be changed and interpreted so as best to accomplish the objective of such questionable provision.

34. ASSIGNMENT AND SUBCONTRACTING
Seller shall not assign any of its rights or liabilities nor assign any rights or claims under this Order without the prior written consent of Buyer. Any attempted delegation or assignment shall be void. Seller shall not use any subcontractors for any portion of Seller’s performance hereunder without first notifying Buyer and obtaining Buyer’s written approval. Seller shall be responsible for the performance of such subcontractors. Except as provided in this Section, this Order shall be binding upon and inure to the benefit of the assignees, successors and assigns of the parties. Upon the sale or transfer by Buyer of operating rights for one or more facilities, the portion of this Order applicable to the affected facilities will, at Buyer’s option, either be cancelled or assigned to the new owner or operator.

35. WAIVER; SEVERABILITY; MERGER; MODIFICATION
The waiver by Buyer of any breach of any term, condition or provision of this Order shall not be construed as a waiver of any other term, condition or provision of this Order, nor shall such waiver be deemed a waiver of any subsequent breach of the same or any other term, condition or provision of this Order.

In the event that any provision of this Order shall become invalid or illegal, this shall not render the Order void or invalid as a whole and in such event, such provision shall then be changed and interpreted so as best to accomplish the objective of such questionable provision.

Except for any existing confidentiality agreement, consignment agreement, or supplier managed inventory agreement between the parties, and except for any existing purchase agreement between the parties with respect to the goods and services covered by this Order where such purchase agreement expressly states that it shall control over any conflicting boilerplate terms and conditions in a purchase order, all prior and contemporaneous proposals, negotiations, representations and agreements with respect to the goods and services categories merged into this Order and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Order. Any existing consignment agreement or supplier managed inventory agreement between the parties shall be deemed amended by this Order if there are any specific provisions herein regarding consignment of goods or Seller’s management of Buyer’s inventory of goods.

Except as otherwise expressly provided herein, this Order may not be altered, modified, superseded or amended and no additional or different terms shall become a part of this Order, except pursuant to a writing specifically referencing this Order which is signed by both parties to this Order.

36. NOTICE
Unless otherwise provided herein, any required notices under this Order shall be sent to the applicable party at the respective address shown on the face of this Order, and, if sent by Seller, with a copy to the appropriate facility contact(s) of Buyer. All such notices must be in writing and shall be sent either by registered or certified mail, reputable overnight courier, telecopy (fax), or hand delivery. Such notices shall be deemed effective and validly given and received (a) if sent by registered or certified mail, on the third business day after such notice is

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mailed; (b) if sent by reputable overnight courier, on the first business day after such notice is mailed; (c) if sent by telephone (telecopier) (fax), at the time the party receiving the notice manually confirms successful delivery; or (d) if sent by hand delivery, at the time of delivery. Any notice given pursuant to the provisions of this Section shall be valid even if the sender has actual knowledge that the notice was not actually received. Either party may change the party’s notice address by giving advance notice of such change to the other party in accordance with this Section.

37. FORCE MAJEURE
Seller guarantees the continuity of the execution or performance of the contract or Order unless force majeure. For purposes of this Section, a “Force Majeure Event” shall be defined as any event of force majeure, including without limitation, acts of God, labor disputes or strikes, war or civil disturbance, or any other cause beyond the affected person or entity’s control and not due to such person or entity’s fault or negligence and which such person or entity could not reasonably anticipate and avoid.

Seller will maintain commercially reasonable disaster recovery measures to prevent or promptly cure any Force Majeure Event. Buyer shall have the right to review and approve such measures.

Seller shall disclose to Buyer the existence of any labor contracts of which Seller’s employees are a party and must inform Buyer of the terms of such contracts applicable to Seller’s performance under this Order. In addition, Seller must notify Buyer in advance of any upcoming labor contract negotiations or a potential or actual termination of any such contract that could affect Seller’s ability to supply Buyer hereunder and/or that could become a Force Majeure Event. Seller’s advance notification to Buyer of any of the foregoing events must allow Buyer adequate time to purchase from Seller a sufficient inventory of goods or products, or services, labor, and materials furnished by Seller or its subcontractors and suppliers or their employees, agents or materialmen hereunder; and Seller shall, upon request, furnish a bond, surety, or other evidence satisfactory to Buyer of Seller’s ability to perform all such liens and claims. Seller will not suffer or permit any lien, attachment, claim or other encumbrance to be put or remain on any services provided hereunder, any portion thereof, or the site of such services, and Seller agrees to obtain promptly at its own expense the release and discharge of all such liens, attachments, claims and encumbrances which may be filed and shall keep the services and the site free and clear of all such liens, attachments, claims and encumbrances arising from the performance of this Order by Seller and its subcontractors and suppliers.

40. OWNERSHIP OF INVENTIONS
Seller agrees that all inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations made, discovered or developed by Seller, solely or jointly with others or otherwise, during fulfillment of any Order and which may be directly or indirectly useful in, or relate to, the business of Buyer or its subsidiaries or affiliates, and the manufacture, production, sale, application or use of its or their products or services, are the sole and exclusive property of Buyer and shall be deemed “work made for hire,” whether patentable, subject to registration or not and may be used by Buyer on other projects or on subsequent extensions or continuations. Seller agrees to assign, and will, and from time to time assign, to Buyer, all such inventions, disclosures, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations so made, discovered or developed, during fulfillment of any Order.

Seller agrees to keep complete, accurate and authentic accounts, data and records of all inventions, etc. made, discovered or developed by Seller as aforesaid in the manner and form specified by Buyer, which accounts, notes, data, and records shall remain the property of Buyer and will remain the exclusive property of Buyer, and Seller agrees to surrender the same and all other papers and materials of Buyer promptly to Buyer upon request.

Seller agrees that at the request of Buyer at any time, or from time to time, during the term of or after the termination of any Order, to confirm, either orally or in writing, the ownership to Buyer of all such aforesaid inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations so made, discovered or developed, during fulfillment of any Order or pending shipments or performance of services, labor furnished under this Order. Seller agrees to indemnify it against all suits of whatever nature, and all liens and claims of lien which may arise out of services, labor, and materials furnished by Seller or its subcontractors and suppliers or their employees, agents or materialmen hereunder; and Seller shall, upon request, furnish a bond, surety, or other evidence satisfactory to Buyer of Seller’s ability to perform all such liens and claims. Seller will not suffer or permit any lien, attachment, claim or other encumbrance to be put or remain on any services provided hereunder, any portion thereof, or the site of such services, and Seller agrees to obtain promptly at its own expense the release and discharge of all such liens, attachments, claims and encumbrances which may be filed and shall keep the services and the site free and clear of all such liens, attachments, claims and encumbrances arising from the performance of this Order by Seller and its subcontractors and suppliers.

42. GENERAL RECORDS, QUALITY CONTROL, AUDIT AND INSPECTION
Seller shall maintain and retain for a period of at least six (6) years from the date of manufacture of the goods or completion of the services (or longer if required by Buyer in writing). In connection with any continuations, revocations, renewals or reissues thereof, Buyer, and Seller agrees to surrender the same and all other papers and materials of Buyer promptly to Buyer upon request.

Seller agrees that at the request of Buyer at any time, or from time to time, during the term of or after the termination of any Order, to confirm, either orally or in writing, the ownership to Buyer of all such aforesaid inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations so made, discovered or developed, during fulfillment of any Order or pending shipments or performance of services, labor furnished under this Order. Seller agrees to indemnify it against all suits of whatever nature, and all liens and claims of lien which may arise out of services, labor, and materials furnished by Seller or its subcontractors and suppliers or their employees, agents or materialmen hereunder; and Seller shall, upon request, furnish a bond, surety, or other evidence satisfactory to Buyer of Seller’s ability to perform all such liens and claims. Seller will not suffer or permit any lien, attachment, claim or other encumbrance to be put or remain on any services provided hereunder, any portion thereof, or the site of such services, and Seller agrees to obtain promptly at its own expense the release and discharge of all such liens, attachments, claims and encumbrances which may be filed and shall keep the services and the site free and clear of all such liens, attachments, claims and encumbrances arising from the performance of this Order by Seller and its subcontractors and suppliers.

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Upon reasonable notice and during normal business hours, Buyer, or its representatives, will have the right to inspect Seller’s facilities and processes, and audit Seller’s books, records, documents, reports and other materials related to this Order or Seller’s current regulatory compliance status. Buyer’s audit rights hereunder shall expressly include the right to examine Seller’s internal and external costs for any materials, components, supplies, labor, services, or other costs related to this Order. If an audit indicates that Seller has not complied with the terms of this Order, Seller will promptly reimburse Buyer for the costs of the audit and implement any reasonable corrective actions requested by Buyer. Buyer will also determine an appropriate credit or refund for any overcharges, which may be used as a set-off as determined by Buyer. All such records will be retained by Seller for a period of at least six years or longer if required by governmental laws, rules or regulations.

Seller will, upon request by Buyer, furnish Buyer with copies of Seller’s audited financial statements and with copies of any books or records required to be maintained by Seller hereunder. If audited financial statements are not available, Seller shall furnish to Buyer any other information reasonably requested by Buyer regarding the financial condition of Seller.