

**GENERAL PURCHASING CONDITIONS
OF SONOCO METAL PACKAGING POLSKA SP. Z O.O.
FOR PURCHASE OF GOODS
(SONOCO METAL PACKAGING PURCHASING CONDITIONS)**

- 1. Definitions**
- 1.1 **The Order** means the contract formed between the company Sonoco Metal Packaging Polska sp. z o.o. and the Supplier in a manner described below.
- The company Sonoco Metal Packaging Polska sp. z o.o. can submit orders by post, email, fax or other agreed form. The contract is concluded by acceptance of the order (offer) of the Orderer (by post, email, fax or other agreed form), within one (1) work day from placing of the order, at maximum. The Supplier is obliged to confirm each order and in case the order is not confirmed within one (1) work day, the order is considered to be accepted by the Supplier in full, without any comments or modifications upon lapse of one (1) work day from placing of the order.
- Without prejudice to the other rights of Sonoco Metal Packaging Polska sp. z o.o. stated below, any variations to the Order will be invalid unless confirmed by Sonoco Metal Packaging in writing. Any terms arising from any previous business between Sonoco Metal Packaging and the Supplier will form no part of the Order unless specifically incorporated therein.
- 1.2 **'Sonoco Metal Packaging/The Orderer'** – means Sonoco Metal Packaging Polska sp. z o.o. with its registered office in Goleniów, 20 Maszewska Str., 72-
- 100 Goleniów, registered in the registry of entrepreneurs under KRS 0000020882.
- 1.3 **The Supplier** – seller who confirmed the Order or whose silence is tantamount to acceptance of the order.
- 1.4 **The Goods** means the subject matter of the Order and shall include material things
- 1.5 **The Price** – unit price of the Goods encompassing costs connected with the sale of the Goods, in particular, total cost of transport of to the location of delivery specified in the Order, insurance cost in the course of transport and cost of packaging protecting against damage.
- 2. Scope of these Sonoco Metal Packaging Purchasing Conditions**
- 2.1 These Sonoco Metal Packaging Purchasing Conditions apply to purchases and take over of the Goods by Sonoco Metal Packaging and are binding if they have been provided to the Supplier not later than upon placing of an order, and with regard to the Supplier who has permanent business relations with Sonoco Metal Packaging - upon their publication on the website of Sonoco Metal Packaging or when they were made otherwise available to the Supplier.
- 2.2 These Sonoco Metal Packaging Purchasing Conditions prevail before the general conditions of the Supplier. Any conditions of the Supplier which are different from these Sonoco Metal Packaging Purchasing Conditions or go beyond them, are valid only in case Sonoco Metal Packaging accepted them in writing.
- 2.3 These Sonoco Metal Packaging Purchasing Conditions will be valid and effective until Sonoco Metal Packaging adopts new Sonoco Metal Packaging Purchasing Conditions and provide them to the Supplier or make available in the manner referred to in Section 1 above.
- 3. Quality**
- 3.1 Goods shall
- 3.2 Conform to specification drawings, samples or descriptions given by Sonoco Metal Packaging or to Sonoco Metal Packaging;
- 3.3 Be suitable for the use intended for goods of this kind, including where applicable operating properly with other equipment of Sonoco Metal Packaging with which the Goods are intended to operate,
- 3.4 Be of merchantable quality and
- 3.5 Carry sufficient identification to facilitate traceability.
- 4. Testing and Control Procedures**
- 4.1 Any quality and specification control procedures necessary to comply with the Order shall be carried out by the Supplier
- 4.2 The Supplier will give Sonoco Metal Packaging details of such procedures and its results upon request.
- 4.3 There will be no changes made to procedure, material specification or manufacturing process which could affect the characteristics and performance of the Goods until the Supplier has satisfied Sonoco Metal Packaging that such changes are acceptable and Sonoco Metal Packaging has approved them.
- 4.4 The Orderer shall be entitled to and given reasonable access to inspect and/or test Goods during manufacture but no such inspection or testing shall imply acceptance of the Goods.
- 5. Delivery**
- 5.1 Goods shall be delivered in the quantities and at the time stated in the Order.
- 5.2 Sonoco Metal Packaging reserves the right to adjust the specified date of delivery at any time, i.e. fully or partially terminate or modify accepted Orders before the Goods is despatched by the Supplier.
- 5.3 Without prejudice to 5.2 above, the Orderer is entitled to decline delivery of Goods or terminate the Order on the day of delivery of the Goods in case
- (i) total Price increased by at least 5% in relation to the preliminary calculation of the Price presented to the Orderer by the Supplier,
- (ii) current financial indicators of the Supplier are not in line with the creditworthiness required by Sonoco Metal Packaging, about which the Supplier was informed; or
- (iii) there are open complaints from previous Orders with the Supplier.
- In such case Sonoco Metal Packaging is not obliged to provide the Supplier with any compensation of costs related to the Order because of the declining of the Goods.
- 5.4 The Orderer may give notice of termination of the Order if the Supplier fails to deliver the Goods by the deadline specified in the Order without any liability other than to pay for the Goods already accepted.
- 5.5 The Goods must be delivered, carriage paid at the Supplier's risk, to such location as directed by Sonoco Metal Packaging unless otherwise stated on the Order.
- 5.6 Where the Supplier fails to meet delivery times Sonoco Metal Packaging reserves the right to impose alternative delivery arrangements and to claim an allowance equal to any extra carriage charge. This right belongs to Sonoco Metal Packaging alongside the right under 5.4 above.
- 5.7 Compliance with delivery times is of the essence for fulfillment of the Order and failure to meet them is considered fundamental breach of obligations of the Supplier arising out of the Order.
- 5.8 Partial fulfillment of the Order or partial invoicing are accepted only with a previous written consent of the Orderer.
- 5.9 In case of delay with the delivery of the Goods, Sonoco Metal Packaging is entitled to compensation for all costs incurred in relation to the delay. Sonoco Metal Packaging can ask for the costs directly or is entitled to set it off with any receivable towards the Supplier..
- 6. Advice Notes and Invoices**
- 6.1 All Goods shall be accompanied by a detailed advice note stating the Order number, the date and number of the delivery schedule and identification particulars of the Goods supplier or other data agreed in the Order, or reasonably requested by the Orderer.
- 6.2 An invoice stating the Order number, and the advice note number and the location at which the Goods were delivered must be delivered not later than together with the delivery of Goods. Sonoco Metal Packaging disclaims responsibility for Goods delivered without such an invoice and/or advice note.
- 6.3 Sonoco Metal Packaging has no obligation to take over the Goods in case the documents under 6.1 and 6.2 above were not delivered, unless expressly agreed otherwise.
- 7. Packing**
- 7.1 The Supplier will carefully pack Goods at his own expense. Outer packaging must be marked with the Order number, sufficient detail to identify the Goods and clear indications of any hazardous aspects of the Goods.
- 7.2 The Goods shall be packaged or secured for transport in the manner determined in the Order. If the Order does not determine how the Goods are to be packaged or secured for transport and it was not determined in other manners, the Supplier obliged to pack or secure the Goods for transport in the manner required for the preservation and protection of the Goods.
- 7.3 If return of empties at the Orderer's endeavours and cost was agreed upon, the Orderer shall exercise due care when returning empties; he is not obliged, however, to pay any fees for empties.
- 8. Service Inspections**
- 8.1 In case the Goods require a professional service, the Supplier is obliged to provide Sonoco Metal Packaging with necessary service and spare parts.
- 8.2 Preventive service inspections, in case they were agreed or as part of the Order, can be performed only with previous consent of the Orderer.
- 8.3 The Supplier is entitled to make any repairs, removal of defects identified during the inspection, replacement of used parts or any other service work only with previous consent of the Orderer.
- 9. Ownership and Confidentiality**
- 9.1 Drawings, specifications, tools, patterns and other documents shall remain property of Sonoco Metal Packaging and shall be returned immediately on request. They shall be treated by the Supplier as containing confidential information and as constituting, together with such information, a business secret in accordance with the Polish Act on Suppression of Unfair Competition. The Supplier will provide them only on a need to know basis to his employees or sub-contractors. For any disclosure the Supplier must obtain a prior written consent of the Orderer.
- 9.2 The Supplier will pay compensation to Sonoco Metal Packaging for any loss, damage or injury to items referred to in Section 9.1 whilst in the Supplier's possession or control.
- 10. Release from the obligation to make performance**
- 10.1 The Supplier commits himself to protect Sonoco Metal Packaging from any claims of third parties, including claims against any consumer protection legislation, and shall release Sonoco Metal Packaging from an obligation to make performance being the subject of such claims in respect of any defect in any Goods supplied by the Supplier to Sonoco Metal Packaging. The Supplier shall not be liable to Sonoco Metal Packaging if any such defect was wholly attributable to compliance by the Supplier with instructions given by Sonoco Metal Packaging in respect of the supply of such Goods.
- 10.2 If any third party pursues claims against Sonoco Metal Packaging in relation to the Supplier's infringement of the third parties' rights arising out of breach of present Sonoco Metal Packaging Purchasing Conditions or terms of the Order, including in connection with any infringement of intellectual property rights, the Supplier shall release Sonoco Metal Packaging from an obligation to make performance being the subject of such claims.
- 10.3 In case of proceedings in relation to claims described in Section 10.1-10.2, the Supplier shall reimburse Sonoco Metal Packaging any expenses borne in connection with his participation in the subject-matter proceedings.
- 10.4 The Supplier will at all times insure and keep itself insured with a reputable insurance company against liability for damage caused to a third party, while the insurance shall fully cover potential damage. A reputable insurance company is an insurance company who has been operating on the Polish market for more than five (5) years or which has been declared by Sonoco Metal Packaging as reputable. A confirmation of the insurance shall be presented by the Supplier together with the confirmation of the Order.
- 10.5 The Supplier will provide all assistance required by Sonoco Metal Packaging or Sonoco Metal Packaging's insurers for the purpose of dealing with any action, claim or matter arising out of the Supplier's performance of the Order.
- 10.6 In case of damage caused by the Supplier, the Supplier is obliged to fully compensate the damage, including to pay costs related to the damage, including co-insurance borne by Sonoco Metal Packaging within fourteen (14) days after receipt of written call from Sonoco Metal Packaging.
- 11. Price**
- 11.1 No variations in Price specified in the Order will be accepted without prior agreement in writing unless otherwise stated further.
- 11.2 Payment shall be in the ZŁOTY or EUR currency at the discretion of the Orderer, in time and manner stated in the Order, unless agreed otherwise.
- 11.3 In case of delivery of Goods of large volume (i.e. deliveries, which price is at least EUR 20,000 or the equivalent of this sum in ZŁOTY pursuant to an exchange rate of the National Bank of Poland as of the date of the Order), Sonoco Metal Packaging may retain 5% of the invoiced Price for the period of 30 to 90 days order to secure claims on the account of any potential defects on the Goods. In the case of detecting defects Sonoco Metal Packaging may deduct from the total Price the amount equal to the damage that occurred as a result of defect.
- 11.4 The term of payment of the Price shall be 30 days starting in each case from the date of delivery of the Goods in compliance with the pertinent provisions and these Sonoco Metal Packaging Purchasing Conditions, however, no earlier than from the date when Sonoco Metal Packaging receives a correctly issued invoice. If the invoice is issued incorrectly or Sonoco Metal Packaging is entitled to a discount or other decrease of the purchase price of the Goods, the Supplier shall immediately and without a separate call issue an amended invoice or a credit note unless discount or price decrease that the correction relates to has been disclosed in the invoice. Upon acceptance of ahead of time deliveries, term of payment shall run from the date of agreed term of delivery.
- 11.5 Payment of the Price shall be made to the bank account indicated by the Supplier in the invoice.
- 12. Assignment**
- 12.1 Without prior consent of the Orderer, the Supplier is not entitled to assign to another person or encumber his rights resulting from the Order.
- 12.2 Sonoco Metal Packaging may assign any of its claims or a part thereof against the Supplier under the Order to a third person without a separate consent of the Supplier.
- 13. Waiver**
- 13.1 No extension of time or other concessions granted by Sonoco Metal Packaging shall in any way affect its rights or obligations of the Supplier under the Order.
- 13.2 Any delay with the exercise of or failure to exercise any right or remedy Sonoco Metal Packaging can exercise in case of breach of these Sonoco Metal Packaging Purchasing Conditions and/or the Order, or failure to fulfil the obligations hereunder and/or under the Order, does not represent a waiver of Sonoco Metal Packaging's rights towards the Supplier
- 14. Responsibility for your Employees**
- 14.1 The Supplier will be fully responsible for its employees, sub-contractors and other people acting in the name or on behalf of the Supplier, including for their use of equipment and for all other aspects of their acting on the premises of Sonoco Metal Packaging or premises designated by Sonoco Metal Packaging. In connection with the above, the Supplier shall protect Sonoco Metal Packaging from any claims of such persons and shall release Sonoco Metal Packaging from an obligation to make performance being the subject of claims of such persons.
- 14.2 The Supplier will comply with the fire and safety regulations which the Supplier will be presumed to know as details of them will be supplied on request and at the beginning of the Supplier's co-operation with Sonoco Metal Packaging. A Upon the Supplier's request, designated person will be made familiar with them by Sonoco Metal Packaging.
- 15. Ownership**
- 15.1 Property of the Goods shall pass to the Orderer on acceptance of them after conducting an inspection, which the Orderer has the right to require.
- 15.2 The Goods are considered accepted by signing the delivery note and/or takeover protocol by Sonoco Metal Packaging's responsible person.
- 16. Warranty**
- 16.1 The Supplier provides Sonoco Metal Packaging with a warranty that the Goods have no defects reducing their value or usefulness given the aim specified in the contract or arising from circumstances or from the purpose of the thing, that they have designated properties of which the Supplier has assured Sonoco Metal Packaging and correspond with required technical criteria and specifications. The Supplier's confirmation of the Order is tantamount to his representation that the Goods comply with the relevant Polish and EU legislation and other applicable regulations. If required by nature of the Goods, the Supplier is obliged to accompany the Goods with a warranty card.
- 16.2 If not set by Sonoco Metal Packaging otherwise in a claim regarding the Goods or its part within the warranty period, the Supplier commits himself to rectify the defect capable of being rectified on spot and if the rectification is not possible, the Supplier commits to replace the defective Goods for Goods without defects within thirty (30) days from notification of the claim. If the defect is capable of being rectified on spot, the Supplier is obliged to start with the rectification within two (2) work days from the notification of claim.
- 16.3 Unless otherwise agreed, the warranty period is twenty-four (24) months and shall start from the date of the take over of the Goods by Sonoco Metal Packaging or from the date of the inspection under 15 above.
- 16.4 In case of notification of the defect, the warranty period is extended by the period during which the defect was being removed after its notification until its elimination. In case the defective Goods or its part is replaced by a new one, the warranty period starts anew.
- 16.5 The Goods subject to the claim within the warranty period will remain available to Sonoco Metal Packaging until it is replaced.
- 16.6 In the case of the Supplier's failure to remove the declared defect on time, the Orderer may remove the defect at the Supplier's cost, after prior written notification of the Supplier. The above does not prejudice the Orderer's rights to claim payment of pertinent compensation as well as it does not release the Supplier from the liability based on warranty.
- 16.7 Irrespective of his rights under a warranty the Orderer may exercise its rights under implied warranty for defects pursuant to the provisions of the Polish Civil Code.
- 17. Rights on Breach**
- 17.1 Failure to comply with terms of the Order will entitle Sonoco Metal Packaging, independently from other rights available to him under provisions of law, either to:
- 17.2 Return Goods at the Supplier's expense and Sonoco Metal Packaging's request to be repaid in full for any Goods so returned;
- 17.3 Require that the Supplier replace or repair at the Supplier's cost the Goods, or other equipment if it was affected by instalment of the Goods, so that the Goods comply with the terms of the Order, or equipment be reinstated to the original status;
- 17.4 Carry out at the Supplier's expense such work as may be necessary to make Goods comply with the Order, or
- 17.5 Claim damages sustained in consequence of any breach of the Order.
- 18. Unforeseen Circumstances**
- 18.1 In the event of unforeseen circumstances, i.e. including but not limited to strikes, accidents, technical failure, computer network failure (in hardware or software), causing stoppage or delay in Sonoco Metal Packaging's production, or Sonoco Metal Packaging's ability to receive the Goods, which circumstances arose without Sonoco Metal Packaging's fault, the Orderer shall be entitled to unilaterally modify any terms of the Order and to pay only for the Goods actually taken over. The Supplier will be notified about such changes, including of an alternate/new delivery date, by mail, e-mail or fax.
- 19. Rights of Termination**
- 19.1 The Order may be terminated by Sonoco Metal Packaging due to important reasons at any time by giving by Sonoco Metal Packaging, in writing or via fax or email, a statement on termination of the Order with immediate effect or with effect as at the date described in the statement of termination, provided the Supplier was able to get to know with the statement prior to the dispatch of the Goods. As "important reasons" shall be understood, in particular, circumstances referred to in Section 18, as well as any breach of the Order by the Supplier.
- 20. Safety**
- 20.1 Noise: Goods delivered to the Orderer may not make excessive noise, which would exceed levels laid down in the detailed noise specification made available to the Supplier on his application or exceed levels arising out the standards under Polish law. The Orderer has the right not to take over any machines which fail to meet these specifications. A certificate giving details of noise check will accompany each machine which produces noise (in any intensity).
- 20.2 Asbestos: No asbestos is to be used in the Goods ordered, except with prior written consent of Sonoco Metal Packaging.
- 20.3 Goods shall be manufactured in compliance with the content of the Order, in accordance with binding rules and provisions for which the Supplier shall provide all necessary documents, attestations and certificates upon the delivery of purchased Goods. In the course of Order processing, including manufacturing or selling Goods specified in the Order, the Supplier shall act in compliance with the binding law, in particular with provisions governing child labour and provisions regarding protection of the employment rights issued by any competent authorities.
- 21. Confidentiality**
- 21.1 The Supplier shall not disclose to any third party either the fact or any detail of relationship existing between the Supplier and Sonoco Metal Packaging. Disclosure represents breach of business secret in the meaning of the Polish Act on Suppression of Unfair Competition.
- 21.2 Any information obtained by the Supplier in conjunction with the fulfillment of the Order, including in particular any organizational, commercial and technical information concerning the Orderer and not launched publicly, shall be considered by the parties as confidential information ("Confidential Information") and as such shall not be disclosed to third parties. This obligation is not applicable when duty of disclosure arises out of the mandatory provisions of law.
- 21.3 The Supplier commits himself to treat as confidential information concerning, in particular, trade exchange volume, clients, business partners, contracts, contractual relationships, business practise under plan of termination of the Order by the Orderer retaining all claims, including claims for damages, connected therewith.
- 21.4 The Supplier declares that he will not use Confidential Information for purposes other than the fulfillment of the Order and that he will ensure the appropriate protection of such Information corresponding with its confidential nature. The obligation to maintain confidentiality of such Information remains in force for the period of five (5) years from conclusion by the parties of the last Order (irrespective if it was fulfilled subsequently) and can be revoked earlier only upon a written consent of the Orderer, under the plan of invalidity.
- 22. Delivery of documents**
- 22.1 Documents shall be delivered to the addressee provided in publicly available sources as the registered seat, unless agreed otherwise or unless one party informs the other party about change in the delivery address in writing. The change in the address is binding on the other party from the date following the date of delivery of such information.
- 22.2 Documents delivered by mail, if delivered to the address in accordance with 22.1 above, are considered to be delivered, even if not received by the other party, in such case the delivery date is the date when the addressee denied accepting the postal item, or the date on which the deadline for collection by the recipient of mail has lapsed.
- 23. Law and dispute resolution**
- 23.1 Each Order and Sonoco Metal Packaging Purchasing Conditions are governed by Polish law – with the exclusion of United Nations Convention on Contracts for the International Sale of Goods – and shall be interpreted in compliance with such law.
- 23.2 Any dispute arising out of the Order, these Sonoco Metal Packaging Purchasing Conditions or in connection with them, shall be settled amicably.
- 23.3 If an arbitral settlement is not possible, any dispute arising out of the Order, these Sonoco Metal Packaging Purchasing Conditions or in connection with them (including disputes on validity of the Order or Sonoco Metal Packaging Purchasing Conditions, their interpretation, or termination or rescission of agreement), shall be settled by arbitration before the Arbitration Court of the National Chamber of Commerce in Warsaw (the "Arbitration Court") in accordance with its Rules.
- 23.4 In case of rise of any dispute described above, the party shall deliver a notification on the rise of a dispute to the other party indicating in the notification the reason of the dispute and submitting the manner of its settlement.
- 23.5 In case there is no amicable settlement within fifteen (15) days since delivery of the notification in accordance with Section 23.4 above, any party can submit the dispute to the Arbitration Court.
- 23.6 For the avoidance of doubt, the arbitration clause stays valid also upon expiration of the Order.
- 24. Severability**
- 24.1 If one or more of the provisions of the Order or these Sonoco Metal Packaging Purchasing Conditions are deemed invalid or unenforceable, the remaining provisions shall remain in force and the party waives his right to prove that without invalid provisions he would not enter into an agreement.
- 25. Information obligations**
- 25.1 The Supplier is obliged to inform Sonoco Metal Packaging with undue delay about every change occurred in relation to his legal form, ownership structure, business name, seat, correspondence address or change of statutory body or members of statutory body.
- 26. Personal Data**
- 26.1 The information collected, including, without limitation, your contact details, and data required for orders are carefully processed in strict compliance with applicable data protection laws, in particular the European General Data Protection Regulation 2016/679 of 27 April 2016 (so-called "GDPR"). This personal data will only be processed for contract performance for the purposes of managing orders and buyer records (e.g., deliveries, invoicing, management of claims, processing of accounts). The recipients of such data within Sonoco Metal Packaging are the finance, logistics, shared services centre and purchase departments. Other Sonoco Metal Packaging group entities, located in or outside the EEA (in the UK and in Switzerland, which have been recognized as adequate in terms of data protection) may also have access to such data.
- 26.2 Sonoco Metal Packaging will hold the personal data as long as necessary to perform the contract and for a maximum period of ten years after its termination. The data will not be used for automated decision making.
- 26.3 You undertake to inform your personnel whose data are provided to us about the data processing and related information included herein.
- 26.4 You have the right to contact our accounting department if you want to:
- access, correct or delete your personal data retained by Sonoco Metal Packaging,
 - restrict or object to the processing and transfer of your personal data.
- If you feel that Sonoco Metal Packaging has violated the GDPR, you may file a complaint with the relevant Supervisory Authority as provided by law.
- 27. Supplier Code of Conduct**
- 27.1 Envoy's Supplier Code of Conduct is available on its website at <https://www.metalpackaginggema.sonoco.com/supplier-code-of-conduct>.
- 27.2 Supplier has viewed and agrees to abide to this Supplier Code of Conduct, as it may be modified from time to time during the term hereof.
- 28. Final provisions**
- 28.1 Sonoco Metal Packaging reserves the right to change this Sonoco Metal Packaging Purchasing Conditions in accordance to its needs. Sonoco Metal Packaging will inform the Supplier about the changes of these Sonoco Metal Packaging Purchasing Conditions at latest fifteen (15) days prior to the effectiveness of such change. In such case, the Supplier is entitled to terminate the Order due to the change of these Sonoco Metal Packaging Purchasing Conditions in full of partially; the notification on such termination needs to be delivered to Sonoco Metal Packaging at latest ten (10) days prior to the entry into force of the changes of the Sonoco Metal Packaging Purchasing Conditions and becomes effective upon their entry into force.
- 28.2 These Sonoco Metal Packaging Purchasing Conditions are executed in Polish language. If they are executed in other language, Polish language version prevails in case of any discrepancies between language versions.
- 28.3 To all matters not settled by these Sonoco Metal Packaging Purchasing Conditions the appropriate provisions of the Civil Code and other pertinent provisions of Polish law shall apply.