

GENERAL CONDITIONS OF SALE

1. Orders – General Provisions

1.1 These general conditions shall apply to all our sales and/or delivery of services. The fact of entering into an agreement with us implies in itself the application of these general conditions to any Customer and on the part of the latter it has the character of waiving their own general conditions of purchase (as the case may be).

1.2 Orders from our Customers are recorded in accordance with these general conditions, except in the case of express repeal accepted by us.

1.3 We shall not be committed in any way by an order if it is rejected in writing. In the absence of confirmation or express rejection within two days, it will be understood that Sonoco Metal Packaging accepts the order.

1.4 The possible waiver on our part of any of the clauses herein shall not affect the enforceability of the rest of the clauses in any way and any tolerance on our part must not be interpreted as a surrendering of any of our rights.

2. Delivery and transfer of risks

2.1. Delivery occurs when the goods are made available to the Customer at the place specified by him, being his obligation this signalling. If no place is indicated, the goods will be made available to the Customer or his representative in our factories for collection. This act of making goods available implies delivery to the Customer.

2.2. We reserve the right to make partial deliveries. Each partial delivery will be made separately, irrespective of subsequent deliveries.

2.3. Delivery times shall be given merely as a guide. Failure to meet delivery times for any reason shall not be sufficient cause for cancellation of an order or give rise to claims for damages.

2.4. Delivery, either by placing the goods at disposal in our factory or at the place indicated by him, implies the transfer of risks of loss, damage or deterioration of the goods to the Customer.

3. Claims

3.1. In the event of apparent faults or defects, it is the responsibility of the Customer to take all the amendment measures at their disposal in accordance with legal provisions. In this respect, the Customer must check the condition and quantities of goods received, or have them checked, and take the appropriate steps against the haulage company where applicable and within the legally established time limits, even in the case where we may be the party which assigned the haulage firm. To consider complaints as received, these must be communicated to us immediately and be confirmed to us in writing within the three days following the reception of the goods.

3.2. With respect to hidden faults, the claim must be made within the three days following notice of the faults by the Customer.

3.3. The Customer must take all the measures necessary to permit the goods to be inspected by the parties involved, including, where applicable, by agents or third parties appointed by the parties.

3.4. Whatever the cause leading to the claim, our guarantee is limited to the replacement free of charge of the goods acknowledged as faulty or not having been delivered, with the exclusion of any damages and always assuming that the filling, assembly and storage have been performed by the Customer in strict compliance with the business standards of the trade, and of the current applicable legislation, and that the filling product used by the Customer is compatible with the can supplied by us.

4. Price and Terms of Payment

4.1. Unless agreed to the contrary and annexed in the specific terms, our goods will always be billed at the price in force on the day of acceptance of the order. However, the prices of the goods may be corrected whenever the cost of raw materials, labour or main services change, without prior notice thereof to the customer.

Working hours, travel expenses, travel time, meals and accommodation for our staff during the execution of work are not included on the price of the order and shall be at the Customer's expense.

4.2. If within a period of three months from the date the order was registered, the goods have not been able to be shipped for reasons attributable to the Customer, an invoice will be drawn up for the amount of the part of the order pending delivery with a notification of collection of payment at 30 days. In addition, we may ex officio order the shipment of the goods at the Customer's expense.

4.3. Our prices do not include VAT. This will be settled when the invoice is issued.

4.4. With the exception of export sales paid by irrevocable letter of credit, our invoices must be paid within sixty (60) days from the date of the corresponding invoice. Any extension in the due payment date of any invoice must be expressly accepted by us.

4.5. Should our letters not be accepted or our invoices not be paid on the due date, all the sums owed by the Customer, including those which have not yet reached their due date, shall be payable immediately without prior request being necessary. The Client will also have to pay (i) a maximum surcharge of 10% of the amounts owed for expenses involved in collecting such payment; and (ii) a surcharge equivalent to the application on the amounts owed of the legal interest rate for delay provided for in Law 3/2004, of 29 of December, establishing measures to combat late payment in commercial operations, in accordance with its current wording at all times.

4.6. In addition, failure to pay a single one of our invoices or the failure to accept a corresponding letter, shall allow us, without prior demand, to consider the order cancelled or to suspend deliveries. We also reserve the right to possibly suspend any commercial relations with the Customer and to recover the cans and accessories possessed by the latter.

4.7. At any time we may require the Customer to provide payment guarantees for goods ordered. Should the Customer refuse to grant said guarantees without due cause, we will have the right to cancel all or part of the orders pending.

4.8. Payment for goods shall be made in the currency indicated in the invoices, which will be the Euro.

5. Property Reserve

5.1. Ownership transfer over the goods will not take place until the whole payment of the price of the goods and accessories has been made.

5.2. The Customer agrees to notify us immediately of any suspension in the current payment of their obligations and to proceed or to permit a record to be entered up, from the judicial declaration of insolvency, of the stocks held of the unpaid goods and which belong to us and to provide us with all the information that will allow us to claim such goods vis-à-vis third parties.

6. Technical specifications

The Customer is empowered to choose the specifications of the cans and their closures in function of their conditions of use, storage and sale, which only he knows.

7. Responsibility.

7.1. In the specifications the levels of quality tolerance margins are defined (acceptance quality level; A.Q.L.) and only claims falling outside these A.Q.L. may qualify for compensation.

7.2. The Customer is responsible for the manufacture of the products which they release onto the market and we cannot accept liability for defects resulting from the design of these. The Customer undertakes to keep us harmless for any claims made against us in this respect.

7.3. We decline any responsibility for deterioration, loss, theft or fires suffered by the goods delivered to our Customers. The costs of storage and conservation which result therefrom are at the Customer's expense.

7.4. The Customer shall accept full responsibility for damage of any kind caused by our staff on visits to their premises, including the people who make the deliveries.

8. Force Majeure

In the case of Force Majeure, including wars, demonstrations, total or partial strikes, lock-outs, breakage of machinery, computer crashes, difficulties with supplies of raw materials or of energy, fires or any other similar kind of event, we shall have the powers to suspend the execution of our commitments or, where appropriate, cancellation, without any right to compensation on both cases.

9. Packaging and transport accessories

9.1. Auxiliary packaging accessories such as pallets, lagging, separators, cardboard boxes, etc. used in shipments will be invoiced separately in case it was not returned by the Client in the proper conditions. These may or may not be recovered depending on their nature and their condition of cleanliness and dryness, in accordance with the provisions of the particular provisions of each order.

9.2. This recovery will be the subject of a balance in our favour whose payment period will be the same as that of the invoices corresponding to the goods for whose shipment these accessories were used.

9.3. Responsibility for non-returnable packaging material: In compliance with RD 1055/2022, Sonoco Metal Packaging has joined a collective system of extended producer responsibility (SCRAP) to comply with the legal obligations that extend its responsibility as a producer of industrial packaging. However, until the corresponding SCRAP are established, the responsibility for the correct environmental management of not-returned or not-reusable industrial packaging will belong to the final holder (i.e.: stretchable plastic, strapping, etc.)

10. Industrial Property Rights

10.1. In the case of designs, models, trademarks developed or supplied by the Customer, etc., the latter will keep us harmless for the complaints addressed to us for any possible fraudulent imitations which may arise because of the use of such elements. Moreover, they shall owe us the payment of the goods manufactured, whether delivered to them or not, as well as the tools taken or unused.

10.2. We must reproduce the graphics, symbols, mentions, colours, etc. requested by the Customer, with our responsibility ending with the signing of conformity with the printing by the Customer.

10.3. All types of cans and closures, all the materials, all the tools studied and/or created by us remain our property. A Customer cannot claim industrial property rights under any circumstances. The sharing in the expenses requested from the Customer in no way implies the transfer of any property right.

11. Personal data

11.1. The personal data information collected, including, without limitation, contact details at the Customer and data required for invoicing, 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") and any other applicable law.

11.2. This personal data will only be processed for contract performance for the purposes of managing orders and customer records (e.g., deliveries, invoicing, customer service, management of claims, processing of accounts). The recipients of such data within Sonoco Metal Packaging are the finance, logistics, shared services centre and sales departments. With the purpose of ensuring a centralized management, other Sonoco Metal Packaging group entities, located in or outside the EEA may also have access to such data. The data may also be stored by Sonoco Metal Packaging in the United States; to protect such transfers outside the EEA, we have entered into Standard Contractual Clauses, which are appropriate safeguards in line with the GDPR.

11.3. 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.

11.4. The Customer undertakes to inform its employee(s) whose data are provided to the Company about the data processing and related information included herein

11.5. The Customer has the right to contact Sonoco Metal Packaging's accounting department at any time, by sending an email to the following address:

ESP-Torres.FACPROVEEDORES@sonoco.com, if it wants to:

Access, correct or delete its personal data retained by Sonoco Metal Packaging,

Restrict or object to the processing and transfer of its personal data.

If you feel that Sonoco Metal Packaging has violated the GDPR, you may file a complaint with the relevant Data Protection Authority as provided by law.

12. Applicable legislation – Jurisdiction

Exclusive legal jurisdiction is granted to the Judges and Courts of Justice of the territorial area of our registered address for any disputes arising from interpretation or conduct of the orders and of the present terms and conditions. Spanish civil common law shall be the only one applicable.

13. In the event that the country where the purchase price for the products is paid or received shall exit the euro, the purchase price shall continue to be denominated and payable in euro provided, however, that if the Customer is legally prohibited from paying the purchase price in euros then the Customer shall pay the purchase price, including with respect to outstanding payables, in the new applicable currency at the official euro/new applicable currency exchange rate on the date of payment.