

Sonoco Standard Services Contract

ARTICLE 1. PARTIES

- 1.1 Buyer shall mean for the purpose of this document, the Sonoco legal entity named in the signature block hereunder, any other Sonoco affiliated entities identified in any Purchase Orders issued hereunder, and the following Sonoco legal entities (hereinafter the "Buyer"):

[INSERT BUYER LEGAL ENTITY NAME]

- 1.2 Contractor shall mean for the purpose of this document, the Contractor legal entity named in the signature block hereunder and the following Contractor legal entities (hereinafter the "Contractor"):

[INSERT CONTRACTOR LEGAL ENTITY NAME]

ARTICLE 2. ENTIRE UNDERSTANDING

- 2.1 This services purchase contract, together with the specific terms and conditions listed in any Exhibit attached hereto (collectively referred to as the "Contract"), determines the rights and obligations of Buyer and Contractor, under which Contractor agrees to sell, deliver and warrant to Buyer the services described in Exhibit A (the "Services") and subject to the EU Services Directive.
- 2.2 Except for any existing confidentiality agreement between the parties, all prior and contemporaneous proposals, negotiations, representations and agreements with respect to the Services are merged into this Contract 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 Contract. Any existing consignment agreement or supplier managed inventory agreement between the parties shall be deemed amended by this Contract if there are any specific provisions herein regarding consignment of Services or Contractor's management of Buyer's inventory of Services.
- 2.3 Except for Buyer's right to unilaterally modify the list of Facilities (as such term is defined below) from time to time, the terms and conditions set forth in the Purchase Orders (as such term is defined below) issued by such Facilities and except as otherwise expressly provided herein, this Contract may not be altered, modified, superseded or amended and no additional or different terms shall become a part of this Contract, except pursuant to a writing specifically referencing this Contract which is signed by both parties to this Contract.
- 2.4 Parties agree that the contractual terms and provisions are done in English. The English version therefore will be the official version binding the parties. Parties confirm to fully understand the English version and do not need any translation.

ARTICLE 3. PURCHASE ORDERS

- 3.1 Present contract will serve as binding and enforceable contractual framework always applicable together with the Buyers General Terms and Conditions which make entirely and jointly part to the Standard Services Contract. Each Buyer's mill, plant or other facility which is listed in Exhibit C to this Contract (each, a "Facility" and collectively, "Facilities") may issue individual written and signed purchase orders or delivery orders/bills of lading (collectively, "Purchase Orders") for the purpose of ordering Services pursuant to this Contract. The Contract shall control over any non-customized (boilerplate) conflicting terms and conditions contained in such Purchase Orders; however, except for manifest error, any specifically

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negotiated, customized terms in such Purchase Orders shall control over any conflicting provisions in this Contract. The Contract will not be modified or supplemented by any terms and conditions contained in Contractor's order acknowledgements, invoices or similar documents. Any or single order is only valid when duly signed by an authorized person within Buyer's organization and Seller may never rely upon any other document from any other non competent or unauthorized person who has no power to bind the Buyer.

For individual long term services Buyer and Seller will preferably convene a SLA containing service warranty, objectives and result.

- 3.2 It is understood that individual and/or joint purchases of Services and sale and deliveries of Services may be by and to subsidiary or affiliate companies of Buyer or third party suppliers of Buyer. Purchases by the Buyer's subsidiaries, affiliates, and third party suppliers shall be subject to this Contract, and all advantages of the terms and conditions contained in this Contract shall be extended to such subsidiaries, affiliates, and third party suppliers of Buyer.
- 3.3 The contract framework shall not bind Buyer to any obligation of purchase, exclusivity or preference and will not exclude full competition and the market to play.

ARTICLE 4. SERVICE LEVEL AGREEMENT

- 4.1 The parties hereto may enter into a separate Service Level Agreement, which, if applicable, will be attached hereto as Exhibit D. In the event of a conflict between the terms of this Contract and the Service Level Agreement, the terms of this Contract shall control.

ARTICLE 5. GOODS

- 5.1 Contractor may be required to provide, at no additional charge to Buyer except as provided herein, certain materials, parts, or other products in relation to the Services ("the Goods"), which Goods, if any, are included or described in Exhibit A to this Contract. Contractor warrants that (a) all Goods 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 Contract and in the applicable Purchase 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) the manufacture, packaging, labeling and transportation of the Goods comply with any and all applicable European Union ("EU"), national, regional, provincial, state or local laws, rules, regulations and ordinances; (e) Contractor shall have and convey to Buyer good title to the Goods, free from all liens, encumbrances and claims of third parties; and (f) Contractor has no prior agreements with or obligations to others that might conflict with its obligations under this Contract. The provision of goods will not alter the contract from a Services Contract in a Sales Contract.
- 5.2 Title to and risk of loss of or damage to Goods shall remain with Contractor until delivery to Buyer at the Facility address specified in the applicable Purchase Order.

ARTICLE 6. DURATION

- 6.1 The duration of this Contract shall be as set forth in Exhibit B.
- 6.2 In the event that (1) Buyer continues to submit Purchase Orders to Contractor following the expiration of this Contract, (2) Contractor accepts such Purchase Orders (including as required pursuant to the Article entitled "Default and Termination"), and (3) such Purchase Orders expressly reference this Contract, then these Purchase Orders will be subject to the terms and

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conditions of this Contract; provided, however, that acceptance of such Purchase Orders shall not be deemed an extension of the term of this Contract.

ARTICLE 7. PRICES AND QUANTITIES

- 7.1 The prices for the Services shall be as set forth in Exhibit B (the "Purchase Price").
- 7.2 Contractor warrants that the terms offered and prices charged to Buyer for the Services are and shall be no less favorable than the terms offered and prices charged to other similarly situated customers for similar quantities of Services of like kind and quality. All discounts incentives or promotional programs made available by Contractor to any of the Facilities shall automatically apply (on equal terms) to all of the Facilities.
- 7.3 The Purchase Price excludes all applicable EU, national, regional, provincial, state or local taxes imposed on Services and the transfer of Services, which shall be paid by Buyer. All such taxes shall be set forth as separate items on each Contractor invoice.
- 7.4 Contractor shall be responsible for complying with all import/export requirements applicable to its provision of Services to Buyer and shall pay any import/export duties, levies or charges or other customs related expenses.
- 7.5 Contractor shall send a payment invoice for each Purchase Order to the billing address set forth on that Purchase Order.
- 7.6 Except as expressly stated otherwise in Exhibit A, nothing in this Contract shall be construed as obligating Buyer and/or any Facility to purchase a particular value of Services, and this Contract shall not be construed as a "take-or-pay" contract. Neither Buyer nor any Facility shall be obligated to purchase or otherwise compensate Contractor for any estimated value of purchases of Services. The parties agree that any estimated value of purchases of Services, whether contained in this Contract, in any Exhibit or any communication between the parties shall be deemed to be only an estimate devised for the convenience of the parties. Notwithstanding the foregoing, Contractor warrants that it has sufficient capacity to continuously supply Buyer with Services throughout the term hereof in accordance with (a) any estimate or forecast provided by Buyer prior to Contractor's entry into this Contract, and/or (b) any pattern of past purchases of Services by Buyer, and Contractor agrees to accept Buyer's Purchase Orders for Services and to continuously supply Services to Buyer during the term of this Contract. Contractor agrees to promptly notify Buyer if at any time during the term of this Contract Contractor becomes unable to supply Buyer as described in (a) or (b) above, or if Contractor is or becomes unable to supply Buyer in accordance with any increased estimate or forecast provided by Buyer to Contractor.
- 7.7 The Buyer will be entitled and has the authority to execute mutual balance offset for any and all damages, costs, encumbrances, fees or disbursements of any kind against the Contractor.
- 7.8 Contractor warrants the continuous delivery and performance without the possibility to suspend or refuse, even when hardship, or any other reason which is not defined as a force majeure.
- 7.9 If price adjustments are expressly permitted pursuant to this Contract under the terms in Exhibit B, then Contractor must provide thirty (30) days written notice of any price adjustment. Any price adjustment submitted less than thirty (30) days prior to the proposed effective date of the price adjustment shall become effective thirty (30) days after Buyer's receipt of such notice.

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ARTICLE 8. PAYMENT TERMS

- 8.1 Unless otherwise specified in Exhibit B, payment for all Facilities under this Contract will be due ninety (90) days from Buyer's receipt of Contractor's correct invoice.
- 8.2 Contractor must submit to Buyer a correct invoice for ordered Services no later than six (6) months after 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 completion of the invoiced Services.

ARTICLE 9. MEET OR RELEASE

- 9.1 From time to time during the term of this Contract, Buyer shall have the right to furnish Contractor with (a) the terms of a bona fide written offer from any reputable supplier offering to sell to Buyer or one or more Facilities similar or substitute Services in like quantities, of like quality and under similar conditions at a lower cost, or with (b) an estimated cost model for Buyer or one of Buyer's subsidiaries or affiliates to self-perform for Buyer or one or more Facilities similar or substitute Services in like quantities, of like quality and under similar conditions at a lower cost. If, within fifteen (15) days of receipt by Contractor of either (a) or (b) above, Contractor does not agree to meet the lower cost for the Services stated therein, then Buyer shall have the right to terminate this Contract or remove that particular Facility or Facilities from participation in this Contract for said Services, effective immediately upon written notice to Contractor. In the event of such termination or removal, Buyer shall not be liable to Contractor for any amount (including, without limitation, incidental and consequential damages) except that Buyer shall pay Contractor for all Services ordered by that Facility prior to such termination and satisfactorily performed in accordance with this Contract.

ARTICLE 10. PRODUCTIVITY

- 10.1 Contractor will be responsible for using its best efforts to initiate cost savings projects to reduce Buyer's costs and that result in actual savings to Buyer during each Contract year of not less than 3% of Buyer's annual spend with Contractor during such year under this Contract. Contractor will always employ the latest technology and knowhow, best efforts and rationalizing in order in order to constantly increase quality and reduce costs of the services.

ARTICLE 11. CHANGES

- 11.1 Except with the prior written approval of Buyer, Contractor shall not make any changes to (a) the specifications or scope of the Services; (b) the method of performance of the Services; or (c) the place or time of performance of the Services.
- 11.2 Notwithstanding anything to the contrary contained herein or in Contractor's documents, Buyer may make changes in the scope of a Purchase Order at any time, and may make changes in the method of performance and place or time of performance, by any reasonable means of communication to Contractor. If the specifications or scope of the Services change, the Contractor will be notified in writing.
- 11.3 If any change required by Buyer affects the Purchase Price or time for completion of the Services, an equitable adjustment to the affected Purchase Price or performance schedule shall be made in proportion to the change. Any request by Contractor for a price increase or extension of time for performance under this Section must be made in writing within seven (7) days from the date Buyer notifies Contractor of the change and is subject to agreement in writing by Buyer.

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11.4 Contractor shall use its best efforts to use materials, components, supplies, or services that can be supplied by Buyer or Buyer's subsidiaries or affiliates wherever suitable for Contractor's performance under this Contract. In addition, Buyer shall have the option to furnish any materials, components, supplies or services involved in any portion of Contractor's performance covered under this Contract. Buyer may also designate, and Contractor agrees to use, any subcontractor or other source ("Designated Source") for any portion of any material, component, supplies or service furnished to Buyer at, if applicable, any prices and terms and conditions negotiated between Buyer and such Designated Source. Contractor shall be liable for all obligations and responsibilities arising out of or relating to any materials, components, supplies or services provided to or acquired by Contractor pursuant to this Section, in particular but not limited to ordering, inspecting and paying for said materials, components, supplies or services and Contractor shall maintain confidentiality relating to any such sources or prices or other terms and conditions. Contractor acknowledges that Buyer may receive cash rebates or other compensation directly from Designated Sources for materials, components, supplies or other services acquired by Contractor under this Contract. If any exercise by Buyer of rights under this Section affects Contractor's cost of performance, an equitable adjustment to the affected Purchase Price shall be made in proportion to the change in Contractor's cost of performance. Any request by Contractor for a price increase under this Section must be made in writing within seven (7) days from the date Buyer notifies Contractor of the exercise and is subject to agreement in writing by Buyer.

ARTICLE 12. WARRANTY

- 12.1 Contractor warrants that all Services shall conform to the specifications, descriptions and requirements set forth, described or referred to in this Contract and the applicable Purchase Order and shall be performed to the full satisfaction of Buyer. Contractor shall always warrant and hold harmless the Buyer for any and all losses, damages, disbursements or other whether direct or indirect above and on top of his profession liability.
- 12.2 Contractor warrants that all Services shall be performed in a timely and workmanlike manner and in accordance with industry standards.
- 12.3 Contractor warrants that the performance of the Services complies with any and all applicable EU, national, regional, provincial, state or local laws, rules, regulations and ordinances.
- 12.4 Contractor warrants that Contractor has no prior agreements with or obligations to others that might conflict with its obligations under this Contract.
- 12.5 Contractor warrants that Contractor has obtained and maintains in full force and effect all applicable licenses, consents, permits, approvals, authorizations and the like required to lawfully perform Contractor's obligation under this Contract. Contractor (a) shall promptly notify Buyer if Contractor receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the subject matter of this Contract or Contractor's performance in accordance with this Contract, and (b) shall take all steps, at Contractor's expense, to remedy and resolve any issues raised therein as promptly as practicable.
- 12.6 These warranties shall survive any performance, inspection, acceptance or payment by Buyer. Buyer shall have the remedies described in the Article entitled "Defective or Non-Conforming Services" below and/or elsewhere in this Contract for breach of any warranty with respect to the Services. In addition, Contractor shall take whatever action is necessary to remove any lien, encumbrance or claim of any third party against any Services.

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ARTICLE 13. COMPLIANCE WITH LAWS

- 13.1 Contractor represents, warrants and certifies that it, and any services performed in connection with this Contract, are and will at all times be in compliance with all applicable EU, national, regional, provincial, state, local and other laws, regulations, rules or orders, including, without limitation. , Contractor 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 Contractor's violation of any applicable laws, regulations, rules or orders.
- 13.2 Contractor agrees to comply, and to require its employees and agents to comply, with the provisions of Safety and Health regulations, and the standards and regulations issued thereunder and warrants that all services performed under this Contract will conform to and comply with said standards and regulations
- 13.3 Contractor expressly represents and warrants that each and every chemical, chemical substance, and in the case of mixtures, every chemical substance ingredient, sold or otherwise furnished hereunder is, at the time of such sale and delivery to Buyer, is approved and marketable Contractor expressly represents and warrants that the Services 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.
- 13.4 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 Contractor (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 any adjoining country.
- 13.5 In its performance of the Contract, Contractor 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 Services or any facility related to the Services.
- 13.6 Contractor 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 quality or safety problem affecting the Services or that could cause Contractor to breach any such certificate or guarantee or other requirement of this Contract, or (b) a government agency or the media contacts Contractor about any Services or matters potentially relating to them.
- 13.7 Contractor shall permit representatives of any regulatory agency having jurisdiction over the performance of the Services to inspect its facilities in conjunction with such performance. Further, Contractor shall advise Buyer immediately if Contractor receives notice of an impending inspection or if an authorized agent of any governmental agency visits any of Contractor's facilities concerning the Services. Contractor shall furnish to Buyer any report, regulatory letters or similar documents received from such agency concerning the Services and the application of such report to the Services, if any, within seven (7) days of Contractor's receipt of such report.

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- 13.8 Each party shall promptly inform the other of any formal or informal inquiry relating to the Services by any regulatory agency of any EU, national, regional, provincial, state or local government, or supranational authority.
- 13.9 Upon Buyer's reasonable request, Contractor shall cooperate as necessary with, and promptly provide appropriate data and information to, Buyer regarding the Services that would assist in, among other items, any application for regulatory approval from any regulatory body. Contractor further agrees to cooperate fully with Buyer with respect to any inquiry regarding the Services and to supply Buyer with all requested information related to the Services and Contractor's performance under this Contract.
- 13.10 Contractor shall comply with, and shall cause its employees and agents to comply with, Buyer's supplier standards (including without limitation the environmental policy stated therein) found on Buyer's website at http://www.sonoco.com/supplier_standards

ARTICLE 14. DELIVERY OF SERVICES

- 14.1 Time is of the essence in this Contract and Contractor shall perform the Services strictly in accordance with the performance requirements and deadlines set forth in this Contract or a Purchase Order. Pallets and/or crates must be treated and stamped in accordance with the ISPM 15 standard.

ARTICLE 15. DEFECTIVE OR NON-CONFORMING SERVICES

- 15.1 Buyer shall have the right but not the obligation to inspect all Services.
- 15.2 If any of the Services are defective or otherwise not in conformity with the requirements of this Contract, Buyer will notify Contractor accordingly and shall have, in addition to the remedies described elsewhere in this Contract and available at law or in equity, the right to (a) reject the non-conforming or defective Services without obligation or liability and receive a refund from Contractor of all amounts paid by Buyer for such Services, and direct Contractor, at Contractor's sole risk and expense, to cease performance of such Services and to return any of Buyer's affected equipment or property to its proper condition; (b) upon notification to Contractor, obtain replacement Services from another source and recover from Contractor the difference between the Purchase Price and the price paid by Buyer for such replacement Services, plus Buyer's reasonable expenses related to such replacement; and/or (c) recover from Contractor all costs and expenses incurred by Buyer in connection with the non-conforming or defective Services, including, without limitation, for materials, labor, components, machine time, supplies, recalls, recovery, freight, handling and storage.
- 15.3 Contractor shall not replace any rejected Services without Buyer's prior consent. Any replacements of the Services shall be additionally and automatically warranted against defects and subject to these same obligations of Contractor.

ARTICLE 16. BUYER'S PROPERTY

- 16.1 Buyer has no obligation to furnish Contractor with any tools, equipment or materials for Contractor's performance under this Contract, unless expressly provided otherwise in Exhibit A.
- 16.2 Any and all tools, equipment, material, and components furnished to Contractor by Buyer or specially paid for by Buyer and any replacements thereof or attachments thereto shall be and remain the property of Buyer ("Buyer's Property"). Such Buyer's Property shall be adequately marked by Contractor in such a way so as to clearly identify Buyer's ownership thereof, and

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shall be segregated from Contractor's other property. Buyer's Property while in Contractor's custody or control shall be maintained and repaired as needed by Contractor at Contractor's expense, held at Contractor's risk, kept free of encumbrances, and insured by Contractor, at Contractor's expense, in an amount equal to the full replacement cost, with loss payable to Buyer. Contractor shall not substitute any other property for Buyer's Property and shall only use Buyer's Property for Contractor's performance under this Contract. Buyer's Property shall be subject to removal at Buyer's request, in which event Contractor shall prepare same for shipment and shall redeliver Buyer's Property to Buyer in the same condition as originally received by Contractor, reasonable wear and tear excepted, all at Contractor's expense.

- 16.3 If Contractor or its subcontractors or the employees, representatives, agents or invitees of any of them, make use of any of Buyer's Property, such Buyer's Property shall be accepted in "AS-IS, WHERE-IS" condition, and BUYER 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. Buyer shall not be responsible for the maintenance, repair, or the proper use and service of the Buyer's Property.
- 16.4 Contractor shall indemnify and hold harmless Buyer from and against any and all losses, costs, expenses (including attorney's fees and court costs), claims (including claims of Contractor's employees), damages, demands, 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.

ARTICLE 17. SOFTWARE

- 17.1 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 Contractor in connection with the Services, either in a stand-alone medium or imbedded in the Services (the "Software"), Contractor warrants that (a) the Software will perform as specified when installed and used in connection with the Services; (b) Contractor 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 Services nor its exercise of its rights under the license granted below will infringe on any third party intellectual property rights.
- 17.2 Contractor hereby grants to Buyer a non-exclusive, perpetual, royalty-free license to use the Software in connection with the Services, and the license is freely transferable by Buyer in connection with any assignment, sale, or other transfer that it may make of the Services.
- 17.3 For purposes of all warranties, obligations, rights and remedies provided herein with respect to the Services, the Software shall be considered a part of the Services covered by the same warranties, obligations, rights and remedies.
- 17.4 Contractor 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.

ARTICLE 18. INFRINGEMENTS

- 18.1 Contractor represents to Buyer that the Services do not and shall not infringe upon any existing or pending patents, copyrights, trademarks, trade secrets or other proprietary rights of third parties.

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- 18.2 Contractor 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 patent, copyright, trademark, trade secret or other proprietary right brought against Buyer or Buyer's successors or assigns based upon use of the Services (each, an "Infringement Claim" and collectively, "Infringement Claims").
- 18.3 Contractor 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 such suit or other proceeding; provided, however, that this indemnity shall not extend to infringement resulting solely from Contractor's compliance with Buyer's specific designs, processes or specifications.
- 18.4 If Buyer is enjoined from using the Services because of any Infringement Claim, Contractor shall at its sole expense and in the following sequence:
- a) Obtain for Buyer the right to continue using such infringing Services; or
 - b) Replace such infringing Services with non-infringing but equivalent Services; or
 - c) Modify the Services so that they are non-infringing but equivalent.
- 18.5 At Buyer's option, Contractor shall purchase all infringing Services from Buyer at the total Purchase Price paid by Buyer for all such infringing Services and pay Buyer all costs and expenses incurred by Buyer in the removal of such Services.
- 18.6 Buyer shall promptly notify Contractor of any Infringement Claim. At Buyer's option, Contractor shall defend Buyer in such Infringement Claim at Contractor's direct cost and expense. Alternatively, Buyer may defend itself against such Infringement Claim and seek recovery from Contractor 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 Contractor shall promptly inform Buyer about any judgment rendered for or against it regarding any infringement proceeding.
- 18.7 The provisions of this Article shall not extend to Infringement Claims resulting solely from Contractor's compliance with Buyer's specific designs, processes or specifications.

ARTICLE 19. OWNERSHIP OF INVENTIONS

- 19.1 Contractor agrees that all inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations made, discovered or developed by Contractor, solely or jointly with others or otherwise, during the term of this Contract 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. Contractor further agrees to disclose fully to Buyer immediately upon origination or acquisition thereof, any and all such inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations so made, discovered or developed, during the term of this Contract.
- 19.2 Contractor agrees to keep complete, accurate and authentic accounts, notes, data and records of all inventions, etc. made, discovered or developed by Contractor as aforesaid in the manner and form specified by Buyer, which accounts, notes, data and records shall be and will remain the sole and exclusive property of Buyer, and Contractor agrees to surrender the same and all other papers and materials of Buyer promptly to Buyer upon request.

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19.3 Contractor agrees that at the request of Buyer at any time, or from time to time, during the term of or after the termination of this Contract, to confirm, either orally or in writing, the ownership of Buyer in all such aforesaid inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations; and, when requested, to also make application in due form for patent on said inventions, discoveries, improvements, processes, products or devices, and to formally assign to Buyer, or persons, firms or corporations designated by Buyer, all right, title and interest in and to said inventions, discoveries, improvements, processes, products, devices, reports, plans, proposals and recommendations and patent applications therefore or patents thereof, and to execute, at any and all times any and all proper instruments and do any and all lawful acts necessary, or which Buyer may deem desirable, in connection with any continuations, reexaminations, renewals or reissues thereof or in the conduct of any proceedings or litigation in regard thereto. All reasonable and documented expenses incurred by Contractor by reason of Contractor's performance of any of the aforesaid acts shall be borne by Buyer.

ARTICLE 20. CONTRACTOR'S INSURANCE AND INDEMNIFICATION

20.1 Contractor specifically represents that it is an independent contractor, properly licensed and offering contract services based on its expertise and experience. As such, Contractor shall have and maintain exclusive control and direction over all of its employees, agents, and operations. Except as expressly authorized in writing, neither Contractor nor anyone employed by Contractor shall be, shall hold themselves out as, or shall be deemed to be, Buyer's agent, representative or employee. Contractor shall replace any personnel deemed unsatisfactory by Buyer. Contractor 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 Contract.

20.2 During the term of this Contract, Contractor shall maintain and at minimum keep in force, at its own expense, the following insurance coverage and limits: applicable Workers' Compensation Insurance with statutory limits [as required by the laws and regulations applicable to the employees of Contractor who are engaged in the performance of this Contract.

20.3 During the term of this Contract, Contractor shall maintain and at minimum keep in force, at its own expense, the following insurance coverage and limits: Employers' Liability Insurance with a limit of €1,000,000 per occurrence.

20.4 During the term of this Contract, Contractor shall maintain and at minimum keep in force, at its own expense, the following insurance coverage and limits: 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. The Products and Completed Operations coverage should continue in full force and effect for three (3) years following completion, expiration or termination of this Contract.

20.5 During the term of this Contract, Contractor shall maintain and at minimum keep in force, at its own expense, the following insurance coverage and limits: Comprehensive Auto Liability Insurance covering all owned, non-owned, hired and other vehicles with a combined single limit of €1,000,000 per occurrence.

20.6 The insurance policies described above shall be written by insurance companies reasonably satisfactory to Buyer. Contractor shall not cancel or modify any insurance policies or allow such policies to be cancelled or modified without first giving thirty (30) days' written notice to Buyer. Any such cancellation or modification shall not affect Contractor's obligation to maintain the insurance coverage set forth above. Contractor shall be responsible for payment

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of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Contractor pursuant to this Article shall be primary coverage in all instances regardless of whether or not Buyer has similar coverage. Except for Workers' Compensation Insurance, Buyer shall be named as an additional insured on all such policies of insurance. Contractor shall not commence performance of this Contract until evidence of such insurance has been delivered to and approved by Buyer. Contractor shall not self-insure any of the insurance coverage required by this Contract without the prior written consent of the Buyer. The minimum limits of coverage required by this Contract 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 Contractor to Buyer under this Contract. In the event of a breach of any of Contractor's insurance obligations described above, Buyer shall have the right to immediately terminate this Contract upon notice to Contractor.

- 20.7 Contractor shall protect, defend, indemnify and hold harmless Buyer and its agents, employees and related companies from any and all losses, costs, expenses (including attorney's fees and court costs), claims (including claims of Contractor's employees), damages, injuries (including death), demands, liabilities, suits, actions, recoveries and judgments of every nature and description arising out of (a) any defective Services, (b) Contractor's breach of this Contract, negligence or willful misconduct, and (c) the presence of Contractor'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, Contractor expressly waives any immunity from suit with respect to injuries to Contractor's employees which may extend to Contractor as a result of any payments made by Contractor to such employees or under any applicable workers' compensation statute or similar law or judicial decision.

ARTICLE 21. LIEN RELEASES

- 21.1 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Buyer, on forms satisfactory to Buyer, an affidavit(s) of complete release and waiver of all claims and liens arising out of all Services, materials, equipment or labor furnished under this Contract. In addition, at the request of Buyer, Contractor shall also deliver to Buyer, on forms satisfactory to Buyer, periodic partial lien waivers from Contractor and/or Contractor's subcontractors as any progress payments are made by Buyer for Services, materials, equipment or labor furnished under this Contract. Contractor agrees to indemnify, hold harmless and defend Buyer from and against any and all claims, demands, causes of action, or suits of whatever nature, and all liens and claims of lien which may arise out of Services, labor, and materials furnished by Contractor or its subcontractors and suppliers or their employees, agents or materialmen hereunder; and Contractor shall, upon request, furnish a bond, satisfactory to Buyer, to indemnify it against all such liens and claims. Contractor will not suffer or permit any lien, attachment, claim or other encumbrance to be put or remain on the Services, any portion thereof, or the site of the Services, and Contractor 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 Contract by Contractor and its subcontractors and suppliers.

ARTICLE 22. DEFAULT AND TERMINATION

- 22.1 Buyer reserves the right to terminate this Contract or any Purchase Order for Buyer's sole convenience. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work and, at Buyer's request, expedite any remaining Services under this Contract or the relevant Purchase Order. Buyer's liability to Contractor with respect to such terminated

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Contract or Purchase Order shall be limited to: (1) Contractor's Purchase Price of all finished Services ordered by Buyer and not usable in Contractor's other operations or marketable to Contractor's other customers, plus (2) the actual costs incurred by Contractor in performing Services for Buyer's Purchase Orders not usable in Contractor'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, Contractor shall deliver to Buyer any finished Services or work-in-process. Contractor shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided, nor shall Buyer be liable for any loss of profits on the Contract or Purchase 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.

- 22.2 Buyer may terminate this Contract or any Purchase Order in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Contract or Purchase Order and Contractor 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 Contractor's breach is recurring. Late performance, performance which is defective or which does 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 Contractor become insolvent or there is filed by or against Contractor a petition in bankruptcy, reorganization or other insolvency proceeding, shall all be causes permitting Buyer to terminate this Contract or any Purchase Order for cause. In the event of termination for cause, Buyer shall not be liable to Contractor for any amount, with the exception of finished Services meeting the requirements of this Contract and accepted by Buyer, and of which Buyer specifically requests delivery or completion after notice of termination is given, and Contractor 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 Contract or any Purchase Order for cause, such termination shall be deemed a termination for the convenience of Buyer.
- 22.3 Contractor may terminate this Contract or any Purchase Order upon written notice to Buyer in the event of Buyer's failure to pay any amounts due under this Contract or any Purchase Order, which failure is not cured within thirty (30) days from the receipt of Contractor's written notice.
- 22.4 Contractor understands that Buyer wants to take advantage of available improvements (that may or may not involve new technology) to reduce the cost of Services or to improve the quality, performance, consumer acceptance, or delivery of Services. Buyer may adopt unsolicited improvement suggestions from others or may request any current or new contractor to develop such improvements, which may result in new services that replace current Services. If Buyer chooses to take advantage of improved services from a source other than Contractor, Buyer may either reduce or discontinue purchases of Services replaced by the improved services, or may terminate this Contract or any Purchase Order at any time after at least thirty (30) days notice to Contractor. In the event of such termination, Buyer shall not be liable for any loss of profits on this Contract or the Purchase 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.
- 22.5 Contractor understands that Buyer may have customers that may direct or request Buyer to obtain from a particular supplier or other source any materials, components, supplies or services involved in any portion of Buyer's obligations to such customers, on prices and terms and conditions directed or requested by such customers. If a customer of Buyer directs or requests Buyer to obtain any materials, components, supplies or services being supplied to Buyer by Contractor under this Contract from a source other than Contractor or on different

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terms and conditions than those set forth herein, Buyer shall have the right to terminate this Contract or any Purchase Order effective immediately. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work and, at Buyer's request, expedite any remaining Services under this Contract or the relevant Purchase Order. Buyer's liability to Contractor with respect to such terminated Contract or Purchase Order shall be limited to Contractor's Purchase Price of all Services not usable in Contractor's other operations or marketable to Contractor's other customers. Contractor shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided, nor shall Buyer be liable for any loss of profits on this Contract or the Purchase 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.

- 22.6 In the event of any termination of this Contract for any reason, Contractor agrees to continue accepting Buyer's Purchase Orders for Services for one hundred twenty (120) days after such termination to help facilitate Buyer's transition from using Contractor as a supplier of Services.

ARTICLE 23. FORCE MAJEURE

- 23.1 For purposes of this Article, 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.
- 23.2 Contractor will maintain commercially reasonable disaster recovery measures to prevent or promptly cure any delay or failure to perform under this Contract caused by any Force Majeure Event. Buyer shall have the right to review and approve such measures.
- 23.3 Contractor shall disclose to Buyer the existence of any labor contracts of which Contractor's employees are a party and must inform Buyer of the terms of such contracts applicable to Contractor's performance under this Contract. In addition, Contractor must notify Buyer in advance of any upcoming labor contract negotiations or a potential or actual termination of any such contract that could affect Contractor's ability to provide Services to Buyer hereunder and/or that could become a Force Majeure Event. Contractor's advance notification to Buyer of any of the foregoing events must allow Buyer adequate time to procure Services from Contractor sufficient for Buyer's needs until Contractor is able to resume normal performance hereunder. Buyer shall have the right to procure Services from a third party if Contractor is unable to provide sufficient Services for Buyer's needs as described in this paragraph.
- 23.4 If Contractor is delayed in the performance of the Services due to any Force Majeure Event, then the date of performance shall be automatically extended for a period of time equal to the duration of the Force Majeure Event, not to exceed ten (10) days without approval of Buyer; provided, however, that no such extension shall apply unless Contractor gives written notice of delay to Buyer within three (3) days after Contractor first has knowledge of the Force Majeure Event causing such delay. During any delay caused by such a Force Majeure Event, Contractor agrees to continuously provide Buyer with the affected Services in volumes that at least equal the portion of Contractor's affected volume of Services provided to Buyer immediately before the Force Majeure Event, relative to Contractor's affected volume of Services provided to other customers that Contractor is contractually obligated to provide Services on an ongoing basis immediately before and during the delay. Buyer shall have the right to cancel all or part of affected Purchase Orders or any pending performance, and purchase replacement services from another supplier if Contractor is delayed for reasons set

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forth above. Buyer shall have the right to terminate this Contract if the delay in Contractor's performance continues for thirty (30) days or more.

23.5 If Buyer is unable to use or receive the Services due to any Force Majeure Event affecting Buyer or any customer of Buyer that purchases Buyer's products or services utilizing the Services, then Buyer may, at its option, (a) extend the date of performance for all affected Purchase Orders for a period of time equal to the duration of the Force Majeure Event, (b) cancel all or part of affected Purchase Orders or pending performance, or (c) terminate the Contract if the delay continues for thirty (30) days or more.

23.6 Buyer shall not be liable to Contractor for any amount, with the exception of accepted performance of finished Services, if Buyer terminates any Purchase Order(s) or pending performance or this Contract pursuant to this Article.

ARTICLE 24. SAFETY

24.1 Contractor agrees that at any time that Contractor's employees or agents are performing Services in a Facility or in proximity to Buyer's employees or are otherwise on Buyer's property, Contractor 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 Contractor's employees or agents on Buyer's premises, including passing applicable background checks. Contractor hereby acknowledges that Buyer has informed Contractor 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 possessing weapons, on Buyer's property or in Buyer's vehicles, is strictly prohibited. Contractor understands and agrees to follow, and cause its employees and other agents to follow, this policy during the performance of this Contract. Contractor is solely responsible for the safety of its employees at all times while on Buyer's property.

ARTICLE 25. DIVERSITY ENVIRONMENT

25.1 Contractor is expected to develop sourcing methods, goals, reporting and efforts to encourage subcontractors' use of minority and women-owned suppliers. Contractor shall use its commercially reasonable efforts for the use of such minority and women-owned suppliers to reach or exceed 5% of Buyer's annual spend with Contractor under this Contract. Contractor shall report to Buyer the amount of such minority and women-owned supplier spending quarterly.

ARTICLE 26. SUSTAINABILITY

26.1 Contractor acknowledges that Buyer expects its suppliers to develop sourcing methods, goals 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. Contractor agrees to make commercially reasonable efforts to pursue these objectives and to cooperate reasonably with Buyer's efforts in this respect.

ARTICLE 27. CONFIDENTIALITY

27.1 Contractor shall not at any time, either prior to or after the termination of this Contract, 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 any confidential information or

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trade secret regarding Buyer's products, business, customers, processes, techniques or operations learned by Contractor incident to its performance hereunder. All specifications, documents, drawings and other data delivered by Buyer to Contractor in connection with this Contract shall be subject to this confidentiality obligation. Contractor's confidentiality obligation will not extend to information that is generally published or lawfully available from other sources or that was known to Contractor prior to disclosure thereof by Buyer.

- 27.2 Contractor will not publicly disclose this Contract or its terms or its business relationship with Buyer, nor use Buyer's name or trademark, without prior written approval of Buyer.

ARTICLE 28. GENERAL RECORDS, QUALITY CONTROL, AUDIT AND INSPECTION

- 28.1 Contractor shall maintain and retain for a period of at least six (6) years from the date of completion of the Services (or longer if required by applicable law), complete and accurate books and records relating to the costs and performance of Services. Contractor shall also maintain and retain any other records required to be maintained under this Contract or required to be kept by any applicable governmental laws, rules, regulations and guidelines.
- 28.2 Contractor shall maintain adequate quality control systems and measures reasonably acceptable to Buyer to ensure that all Services meet the requirements set forth herein and are satisfactory to Buyer, and to address, as applicable, regulatory controls, documentation control, calibration, preventive maintenance, validation programs, supplier quality, environmental control, component and commodity procurement, material control, laboratory control, exception reports, Services processing and release, sample retention, stability, complaints, material safety information, annual product reviews, management reviews, rejected Services, and preparation for and performance of Services. Contractor shall maintain and retain accurate quality records reflecting the foregoing, and, at Buyer's request, shall enter into a separate quality agreement ("Quality Agreement") with Buyer to address any or all of the foregoing. If at any time, should EU, national, regional, provincial, state or local regulatory requirements specify defect limits or other defect or design requirements which are more stringent, exacting or demanding than the specifications for the Services contained in this Contract or in the applicable Purchase Order or as described in the Quality Agreement, or otherwise as contained in any industry standard as of the date of this Contract or thereafter, Buyer may require that Contractor amend and/or supplement the specifications for the Services and/or the Quality Agreement to be in accord with such more stringent, exacting or demanding requirements.
- 28.3 Upon reasonable notice and during normal business hours, Buyer, or its representatives, will have the right to inspect Contractor's facilities and processes, and audit Contractor's books, records, documents, reports and other materials related to this Contract or Contractor's current regulatory compliance status. Buyer's audit rights hereunder shall expressly include the right to examine Contractor's internal and external costs for any materials, components, supplies, labor, services, or other costs related to this Contract. If an audit indicates that Contractor has not complied with the terms of this Contract, Contractor 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 Contractor for a period of at least six years or longer if required by governmental laws, rules or regulations.
- 28.4 Contractor will, upon request by Buyer, furnish Buyer with copies of Contractor's audited financial statements and with copies of any books or records required to be maintained by Contractor hereunder. If audited financial statements are not available, Contractor shall furnish to Buyer any other information reasonably requested by Buyer regarding the financial condition of Contractor.

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ARTICLE 29. ASSIGNMENT, WAIVER AND REMEDIES

- 29.1 Contractor shall not delegate any duties or liabilities nor assign any rights or claims under this Contract without the prior written consent of Buyer. Any such attempted delegation or assignment shall be void. Contractor shall not use any subcontractors for any portion of Contractor's performance hereunder without first notifying Buyer and obtaining Buyer's prior written approval of any proposed subcontractors. Except as provided in this Article, this Contract shall be binding upon and inure to the benefit of the assignees, successors and assigns of the parties.
- 29.2 Buyer may allow any of its subsidiaries or affiliates to participate in this Contract. At Buyer's request, Contractor agrees to directly enter into a separate agreement with a specified subsidiary or affiliate of Buyer containing substantially the same terms and conditions as this Contract.
- 29.3 The waiver by Buyer of any breach of any term, condition or provision of this Contract shall not be construed as a waiver of any other term, condition or provision of this Contract, nor shall such waiver be deemed a waiver of any subsequent breach of the same or any other term, condition or provision of this Contract.
- 29.4 Upon the sale or transfer by Buyer of operating rights for one or more Facilities, the portion of this Contract applicable to the affected Facilities will, at Buyer's option, either be cancelled or assigned to the new owner or operator.
- 29.5 Buyer shall have the right at all times to set off any amounts owing at any time from Contractor to Buyer (or its subsidiaries or affiliates) against any amount payable at any time by Buyer (or its subsidiaries or affiliates) to Contractor.
- 29.6 The remedies specified in this Contract shall be cumulative, nonexclusive and in addition to any other remedies available at law, in equity, in contract or otherwise.

ARTICLE 30. NOTICE

- 30.1 Unless otherwise provided herein, any required notices under this Contract shall be sent to the applicable party at the respective address shown in the signature block hereunder, and, if sent by Contractor, with a copy to the appropriate Facility contact(s) of Buyer and a copy toAll 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 mailed; (b) if sent by reputable overnight courier, on the first business day after such notice is mailed; (c) if sent by telecopy (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 Article shall be valid even if the sender has actual knowledge that the notice was not actually received. Either party may change its notice address by giving advance notice of such change to the other party in accordance with this Article.

ARTICLE 31. GOVERNING LAW AND SEVERABILITY

- 31.1 This Contract shall be interpreted and governed in all respects by Belgian law, without reference to the conflicts of law principles thereof. It is specifically agreed that this Contract will not be covered by nor construed in accordance with the terms of the United Nations Convention on Contracts for the International Sale of Goods.

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31.2 In the event that any provision of this Contract or of any Purchase Order shall become invalid or illegal, this shall not render such Contract or Purchase 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.

ARTICLE 32. DISPUTE RESOLUTION

32.1 Any judicial proceeding arising out of or related to this Contract shall be instituted and maintained in the Brussels courts and each party submits to the exclusive jurisdiction of such courts.

32.2 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.

32.3 The procedures specified in this Section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Contract.

ARTICLE 33. INTERPRETATION

33.1 This Contract and any Exhibits attached hereto shall be construed without the aid of any rule of law requiring interpretation against the party drafting or causing the drafting of the Contract or the portions of the Contract in question, it being agreed that all parties hereto have expressly and freely agreed to the content of this Contract. Defined terms used in any Exhibit that are not defined therein will have the same meaning as herein.

ARTICLE 34. EXHIBITS

34.1 The exhibits to this Contract, which are an integral part of it, are as follows

EXHIBIT A. SERVICES, SPECIFICATIONS & STATEMENT OF WORK
EXHIBIT B. PURCHASE PRICE(S), PAYMENT TERMS & DURATION
EXHIBIT C. DELIVERY TERMS & PARTICIPATING FACILITIES
EXHIBIT D. SERVICE LEVEL AGREEMENT (if applicable)

This offer to contract expires if not signed and returned to Buyer within 30 days from the date of execution by Buyer as indicated below.

SIGNATURES

BUYER

CONTRACTOR

Company Name:
Notice Address:
Fax Number:
Representative:
Title:
Date:

Company Name:
Notice Address:
Fax Number:
Representative:
Title:
Date:

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EXHIBIT A

SERVICES, SPECIFICATIONS & STATEMENT OF WORK

POINT 1. DESCRIPTION OF SERVICES & SPECIFICATIONS

POINT 2. STATEMENT OF WORK

POINT 3. SUPPLIER DEVELOPMENT PROGRAM

Buyer may implement a supplier development program that will include key goals and expectations, as well as performance metrics. Contractor agrees to cooperate reasonably with implementation of any such program.

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EXHIBIT B

Purchase Price(s), Payment Terms & Duration

POINT 1. PRICING DETAILS AND CALCULATION OF REBATE (IF APPLICABLE)

POINT 2. PAYMENT TERMS

Contractor shall submit to Buyer a payment schedule of the various portions of the Services, including quantities if required by Buyer. The total of scheduled payments shall equal the total of the Purchase Price.

Buyer shall make payments as follows:

POINT 3. DURATION OF CONTRACT

Effective Date _____

Expiration Date _____

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EXHIBIT C

Delivery Terms & Participating Facilities

POINT 1. PARTICIPATING FACILITIES

List Facilities – address, contact

POINT 2. EXAMINATION OF JOB SITE (IF APPLICABLE)

List Facilities – address, contact

POINT 3: DELIVERY TERMS (IF APPLICABLE)

POINT 4. PACKAGING REQUIREMENTS (IF APPLICABLE)

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EXHIBIT D

Service Level Agreement
