

# Sonoco Standard Goods 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 Seller shall mean for the purpose of this document, the Seller legal entity named in the signature block hereunder and the following Seller legal entities (hereinafter the "Seller"):

**[INSERT SELLER LEGAL ENTITY NAME]**

## ARTICLE 2. ENTIRE UNDERSTANDING

- 2.1 This goods 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 Seller, under which Seller agrees to sell, warrant and deliver to Buyer the goods described in Exhibit A (the "Goods").
- 2.2 Except for any existing confidentiality agreement, consignment agreement, or supplier managed inventory agreement between the parties, all prior and contemporaneous proposals, negotiations, representations and agreements with respect to the Goods 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 Goods or Seller's management of Buyer's inventory of Goods.
- 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by such Facilities and except as otherwise expressly provided herein, this Contract may not be altered, modified, superseded or amended and no additional or different terms shall become a part of this Contract, except pursuant to a writing specifically referencing this Contract which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 party to the Standard Good 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 Goods pursuant to this Contract. The Contract shall control over any non-customized (boilerplate) conflicting terms

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and conditions contained in such Purchase Orders; however, except for manifest error, any specifically 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 Seller's order acknowledgements, invoices or similar documents. Any or single order is only valid when duly signed by an authorised person within Buyer 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.

3.2 It is understood that individual and joint purchases of Goods, and sale and deliveries of Goods 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 excludes full competition and the market to play.

### **ARTICLE 4. SERVICES**

4.1 Seller may be required to and will provide, at no additional charge to Buyer except as provided herein, certain services in relation to the Goods ("the Services"), and must provide such services automatically even without being required when reasonably expected, common usage or custom, in good faith and at best practices, which Services, if any, are included or described in Exhibit A to this Contract. Seller warrants that (a) 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; (b) all Services shall be performed in a timely and workmanlike manner and in accordance with industry standards; (c) the performance of the Services complies with any and all applicable European Union ("EU"), national, regional, provincial, state or local laws, rules, regulations and ordinances; and (d) Seller has no prior agreements with or obligations to others that might conflict with its obligations under this Contract. Such services shall not alter the contract from a Sales of Goods in a services contract.

### **ARTICLE 5. DURATION**

5.1 The duration of this Contract shall be as set forth in Exhibit B.

5.2 In the event that (1) Buyer continues to submit Purchase Orders to Seller following the expiration of this Contract, (2) Seller 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 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 6. PRICES AND QUANTITIES**

6.1 The prices for the Goods shall be as set forth in Exhibit B (the "Purchase Price").

6.2 Seller warrants that the terms offered and prices charged to Buyer for the Goods are and shall be no less favorable than the terms offered and prices charged to other similarly situated customers for similar quantities of Goods of like kind and quality. All discounts, incentives or promotional programs made available by Seller to any of the Facilities shall automatically apply (on equal terms) to all of the Facilities.

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- 6.3 The Purchase Price excludes all applicable EU, national, regional, provincial, state or local taxes imposed on Goods and the transfer of Goods, which shall be paid by Buyer. All such taxes shall be set forth as separate items on each Seller invoice.
- 6.4 Seller shall be responsible for complying with all import/export requirements applicable to the manufacture of Goods and the sale of Goods to Buyer and shall pay any import/export duties, levies or charges or other customs related expenses.
- 6.5 Seller shall send a payment invoice for each Purchase Order to the billing address set forth on that Purchase Order.
- 6.6 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 quantity, volume or value of Goods, 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 Seller for any estimated or forecast quantity, volume or value of purchases of Goods. The parties agree that any estimated or forecast quantity, volume or value of purchases of Goods, whether contained in this Contract, in any Exhibit or any communication between the parties shall be deemed to be only an estimate or forecast devised for the convenience of the parties. Notwithstanding the foregoing, Seller warrants that it has sufficient capacity to continuously supply Buyer with Goods throughout the term hereof in accordance with (a) any estimate or forecast provided by Buyer prior to Seller's entry into this Contract, and/or (b) any pattern of past purchases of Goods by Buyer, and Seller agrees to accept Buyer's Purchase Orders for Goods and to continuously supply Goods to Buyer during the term of this Contract. Seller agrees to promptly notify Buyer if at any time during the term of this Contract Seller becomes unable to supply Buyer as described in (a) or (b) above, or if Seller is or becomes unable to supply Buyer in accordance with any increased estimate or forecast provided by Buyer to Seller.

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 Seller.

- 6.7 Seller warrants the continuous delivery without the possibility to suspend or refuse, even when hardship, or any other reason which is not defined as a force majeure.
- 6.8 If price adjustments are expressly permitted pursuant to this Contract under the terms in Exhibit B, then Seller 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.

### ARTICLE 7. PAYMENT TERMS

- 7.1 Unless otherwise specified in Exhibit B, payment for all Facilities under this Contract will be due ninety (90) days from Buyer's receipt of Seller's correct invoice.
- 7.2 Seller must submit to Buyer a correct invoice for ordered Goods no later than six (6) months after delivery of such Goods. Buyer will not be obligated to pay (a) any invoices received more than six (6) months after the invoiced Goods were delivered to Buyer, or (b) any invoices containing pricing errors that are not corrected within six (6) months of delivery of the invoiced Goods.

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## ARTICLE 8. MEET OR RELEASE

8.1 From time to time during the term of this Contract, Buyer shall have the right to furnish Seller 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 Goods 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-manufacture for Buyer or one or more Facilities similar or substitute Goods in like quantities, of like quality and under similar conditions at a lower cost. If, within fifteen (15) days of receipt by Seller of either (a) or (b) above, Seller does not agree to meet the lower cost for the Goods 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 Goods, effective immediately upon written notice to Seller. In the event of such termination or removal, Buyer shall not be liable to Seller for any amount (including, without limitation, incidental and consequential damages) except that Buyer shall pay Seller for all Goods ordered by that Facility prior to such termination and satisfactorily delivered in accordance with this Contract.

## ARTICLE 9. PRODUCTIVITY

9.1 Seller 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 Seller during such year under this Contract. Seller will always employ the latest technology and know how, best efforts and rationalizing in order to constantly increase quality and reduce cost of the Goods.

## ARTICLE 10. CHANGES

10.1 Except with the prior written approval of Buyer, Seller shall not make any changes to (a) the specifications of the Goods or any portion or component of the Goods; (b) the raw materials, production processes, procedures, or equipment used to manufacture the Goods; or (c) the facility or facilities at which the Goods are manufactured.

10.2 Notwithstanding anything to the contrary contained herein or in Seller's documents, Buyer may make changes at any time to a Purchase Order regarding the method of shipping or packaging, place or time of delivery or the specifications of the Goods. Any change shall be communicated to the Seller in writing.

10.3 If any change required by Buyer affects the Purchase Price or delivery schedule for the Goods, an equitable adjustment to the affected Purchase Price or delivery schedule shall be made in proportion to the change. Any request by Seller for a price increase or extension of time for delivery of Goods under this Section must be made in writing within seven (7) days from the date Buyer notifies Seller of the change and is subject to agreement in writing by Buyer.

10.4 Seller 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 Seller'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 Seller's performance covered under this Contract. Buyer may also designate, and Seller 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. Seller 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 Seller pursuant to this Section, in particular but not limited to ordering, inspecting and paying for said materials, components, supplies or services and Seller shall maintain confidentiality relating to any

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such sources or prices or other terms and conditions. Seller acknowledges that Buyer may receive cash rebates or other compensation directly from Designated Sources for materials, components, supplies or other services acquired by Seller under this Contract. If any exercise by Buyer of rights under this Section affects Seller's cost of performance, an equitable adjustment to the affected Purchase Price shall be made in proportion to the change in Seller's cost of performance. Any request by Seller for a price increase under this Section must be made in writing within seven (7) days from the date Buyer notifies Seller of the exercise and is subject to agreement in writing by Buyer.

### ARTICLE 11. WARRANTY

- 11.1 Seller warrants that 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. Seller shall always warrant and hold harmless the Buyer for any loss, damages, disbursements or other, whether visible or invisible above and on top of the legal provisions on Product liability and without timebar and with no limit.
- 11.2 Seller warrants that all Goods shall be made of new materials and components unless Buyer expressly permits otherwise.
- 11.3 Seller warrants that all Goods shall be merchantable and fit for the Buyer's purpose.
- 11.4 Seller warrants that the manufacture, packaging, labeling and transportation of the Goods comply with any and all applicable EU, national, regional, provincial, state or local laws, rules, regulations and ordinances.
- 11.5 Seller warrants that Seller shall have and convey to Buyer good title to the Goods, free from all liens, encumbrances and claims of third parties.
- 11.6 Seller warrants that Seller has no prior agreements with or obligations to others that might conflict with its obligations under this Contract.
- 11.7 Seller warrants that Seller has obtained and maintains in full force and effect all applicable licenses, consents, permits, approvals, authorizations and the like required to lawfully perform Seller's obligation under this Contract. Seller (a) shall promptly notify Buyer if Seller receives any notice, demand, summons or complaint from any governmental or regulatory authority, agency or other body relating to the subject matter of this Contract or Seller's performance in accordance with this Contract, and (b) shall take all steps, at Seller's expense, to remedy and resolve any issues raised therein as promptly as practicable.
- 11.8 Seller warrants that any Goods delivered to Buyer pursuant to this Contract will at the time of such delivery not be adulterated or misbranded.
- 11.9 Seller warrants that it shall manufacture and test all Goods in accordance with all applicable rules and regulations and/or any applicable appropriate regulatory agency, including without limitation current good manufacturing practices, and all successor regulations and guidance documents thereto, and any other regulations promulgated by a similar governmental authority having jurisdiction over the facilities where the Goods are manufactured for Buyer as in effect from time to time.
- 11.10 Seller warrants that the Goods will not impart a flavor, odor, or color to any finished product other than as specifically required by the specifications.

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11.11 These warranties shall survive any delivery, inspection, acceptance or payment by Buyer. Buyer shall have the remedies described in the Article entitled "Defective or Non-Conforming Goods" below and/or elsewhere in this Contract for breach of any warranty with respect to the Goods. In addition, Seller shall take whatever action is necessary to remove any lien, encumbrance or claim of any third party against any Goods.

### ARTICLE 12. COMPLIANCE WITH LAWS

12.1 Seller represents, warrants and certifies that it, and any goods manufactured or sold or services rendered 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, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including attorney's fees), which Buyer may incur as a result of Seller's violation of any applicable laws, regulations, rules or orders.

12.2 Seller agrees to comply, and to require its employees and agents to comply, with the provisions of the Safety and Health Regulations and warrants that all goods and/or services furnished under this Contract will conform to and comply with said standards and regulations. Prior to the delivery of Goods, Seller shall furnish to Buyer Material Safety Data Sheets ("MSDS") in the format and with the information required by the Occupational Safety and Health Administration for the Goods. Such MSDS shall contain all information reasonably necessary to enable Buyer to comply with any applicable "hazard communication" or "right-to-know" laws.

12.3 Seller 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. Seller expressly represents and warrants that the products and/or goods sold or otherwise furnished hereunder are not and/or do not contain chemicals or other substances whose use of any kind, or presence in consumer goods has been banned, or whose use has been restricted or limited in any manner without such restriction or limitation being clearly identified with respect to each such chemical or other substance and the components thereof on the labeling of each said products or goods.

12.4 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 Seller (1) will disclose to Buyer the identity, origin, and use of such Conflict Minerals and the facility and location at which such Conflict Minerals were processed, and will provide Buyer with any additional information requested by Buyer with respect to such Conflict Minerals; and (2) represents and warrants that such Conflict Minerals either did not originate from any banned or embargoed country or any "adjoining country", or originated from "recycled" or "scrap" sources

12.5 In its performance of the Contract, Seller shall comply with all applicable environmental laws and will provide Buyer promptly with copies of all notices of violation, information requests and warning letters issued by any EU, national, regional, provincial, state or local environmental health or safety agency in connection with the Goods or any facility related to the Goods.

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

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- 12.7 Seller shall permit representatives of any regulatory agency having jurisdiction over the manufacture and/or marketing of the Goods to inspect its facilities in conjunction with the manufacture, testing, packaging, storage, handling and shipping of the Goods. Further, Seller shall advise Buyer immediately if Seller receives notice of an impending inspection or if an authorized agent or other governmental agency visits any of Seller's manufacturing facilities concerning the Goods. Seller shall furnish to Buyer any report, (or comparable notices of other agencies), regulatory letters or similar documents received from such agency concerning the Goods and the application of such report to the Goods, if any, within seven (7) days of Seller's receipt of such report.
- 12.8 Each party shall promptly inform the other of any formal or informal inquiry relating to the Goods by any regulatory agency of any EU, national, regional, provincial, state or local government, or supranational authority.
- 12.9 Upon Buyer's reasonable request, Seller shall cooperate as necessary with, and promptly provide appropriate product data and information to, Buyer regarding the Goods that would assist in, among other items, any application for regulatory approval, whether from the FDA or any other regulatory body. Seller further agrees to cooperate fully with Buyer with respect to any inquiry regarding the Goods and to supply Buyer with all requested information related to the Goods and Seller's performance under this Contract.
- 12.10 Seller 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](http://www.sonoco.com/supplier_standards)

### **ARTICLE 13. DELIVERY OF GOODS**

- 13.1 Time is of the essence in this Contract and Seller shall deliver the Goods strictly in accordance with the delivery 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.
- 13.2 No charges will be allowed for drayage, boxing, storage or packing for shipment unless agreed upon by Buyer.

### **ARTICLE 14. PASSAGE OF TITLE AND RISK**

- 14.1 Title to and risk of loss of or damage to Goods shall remain with Seller until delivery to Buyer at the Facility address specified in the applicable Purchase Order. Buyer shall not be required to assert any claims against common carriers. Subject to Buyer's right of inspection and rejection or revocation of acceptance of nonconforming goods under applicable law, title and risk of loss or damage to such Goods shall pass to Buyer upon delivery to the appropriate Facility. If Goods are later found to be defective or nonconforming, then the provisions of the Article regarding Defective or Non-Conforming Goods in this Contract shall apply.

### **ARTICLE 15. DEFECTIVE OR NON-CONFORMING GOODS**

- 15.1 Buyer shall have the right but not the obligation to inspect, sample, and test all Goods.
- 15.2 If any of the Goods are defective or otherwise not in conformity with the requirements of this Contract, Buyer will notify Seller 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 Goods without obligation or liability and receive a refund from Seller of all amounts paid by Buyer for such Goods, and direct Seller, at Seller's sole

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risk and expense, to properly dispose of such Goods in accordance with industry standards and all applicable laws, rules and regulations, and to return any of Buyer's affected equipment to its proper condition; (b) upon notification to Seller, obtain replacement Goods from another source and recover from Seller the difference between the Purchase Price and the price paid by Buyer for such replacement Goods, plus Buyer's reasonable expenses related to such replacement; and/or (c) recover from Seller all costs and expenses incurred by Buyer in connection with the non-conforming or defective Goods, including, without limitation, for materials, labor, components, machine time, supplies, recalls, recovery, freight, handling and storage.

15.3 Seller shall not replace any rejected Goods without Buyer's prior consent. Any replacements of the Goods shall be additionally and automatically expressly warranted against defects and subject to these same obligations of Seller.

15.4 In the event of any product recall of the Goods, Seller shall provide all assistance reasonably requested by Buyer in connection with such recall at Seller's expense.

### ARTICLE 16. OVERSHIPMENT, SHIPMENT TO WRONG LOCATION, AND ADVANCE SHIPMENT

16.1 Subject to its rights of inspection under the Article entitled "Defective or Non-Conforming Goods", Buyer shall have no obligation to accept (a) Goods which exceed the quantity specified by the Facility in the applicable Purchase Order ("Over Shipments"), or (b) Goods delivered to the wrong Buyer location ("Shipment to a Wrong Location"), or (c) Goods delivered prior to the delivery date designated by the Facility in the applicable Purchase Order ("Advance Shipments").

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

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

16.4 In case of Advance Shipments, Buyer may, at its option, either return the Goods at Seller's sole risk and expense (including, without limitation, transportation charges) or delay paying the Purchase Price until the payment date which would have been applicable had the concerned Goods been delivered on the date designated by the Facility in the applicable Purchase Order.

### ARTICLE 17. BUYER'S PROPERTY

17.1 Buyer has no obligation to furnish Seller with any tools, equipment or materials for Seller's performance under this Contract, unless expressly provided otherwise in Exhibit A.

17.2 Any and all tools, equipment, material, and components furnished to Seller 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 Seller in such a way so as to clearly identify Buyer's ownership thereof, and shall be segregated from Seller's other property. Buyer's Property while in Seller's custody or control shall be maintained and repaired as needed by Seller at Seller's expense, held at Seller's risk, kept free of encumbrances, and insured by Seller, at Seller's expense, in an amount equal to the full replacement cost, with loss payable to Buyer.

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Seller shall not substitute any other property for Buyer's Property and shall only use Buyer's Property for Seller's performance under this Contract. Buyer's Property shall be subject to removal at Buyer's request, in which event Seller shall prepare same for shipment and shall redeliver Buyer's Property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

17.3 If Seller 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.

17.4 Seller 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 Seller'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 18. SOFTWARE**

18.1 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 Seller in connection with the Goods, either in a stand-alone medium or imbedded in the Goods (the "Software"), Seller warrants that (a) the Software will perform as specified when installed and used in connection with the Goods; (b) Seller has the right to license the Software to Buyer as provided below; and (3) neither Buyer's use of the Software in connection with the Goods nor its exercise of its rights under the license granted below will infringe on any third party intellectual property rights.

18.2 Seller hereby grants to Buyer a non-exclusive, perpetual, royalty-free license to use the Software in connection with the Goods, and the license is freely transferable by Buyer in connection with any assignment, sale, or other transfer that it may make of the Goods.

18.3 For purposes of all warranties, obligations, rights and remedies provided herein with respect to the Goods, the Software shall be considered a part of the Goods covered by the same warranties, obligations, rights and remedies.

18.4 Seller agrees to promptly notify Buyer of any updates to the Software and, if requested by Buyer, to provide such updates to Buyer. With respect to cloud-based Software, such updates shall be provided to Buyer at no additional charge.

### **ARTICLE 19. INFRINGEMENTS**

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

19.2 Seller shall indemnify Buyer against liability, loss, damage, costs or expenses of any kind or nature, including, without limitation, Buyer's attorney's fees and costs, incurred in connection with any claim, suit or other proceeding for infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right brought against

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Buyer or Buyer's successors or assigns based upon use of the Goods (each, an "Infringement Claim" and collectively, "Infringement Claims").

- 19.3 If Buyer is enjoined from using the Goods because of any Infringement Claim, Seller shall at its sole expense and in the following sequence:
- a) Obtain for Buyer the right to continue using such infringing Goods; or
  - b) Replace such infringing Goods with non-infringing but equivalent Goods; or
  - c) Modify the Goods so that they are non-infringing but equivalent.
- 19.4 At Buyer's option, Seller shall purchase all infringing Goods from Buyer at the total Purchase Price paid by Buyer for all such infringing Goods and pay Buyer all costs and expenses incurred by Buyer in the removal of such Goods.
- 19.5 Buyer shall promptly notify Seller of any Infringement Claim. At Buyer's option, Seller shall defend Buyer in such Infringement Claim at Seller's direct cost and expense. Alternatively, Buyer may defend itself against such Infringement Claim and seek recovery from Seller as described above. Any settlement made for or against Buyer or on behalf of Buyer must be agreed to in writing prior to any final settlement agreement and Seller shall promptly inform Buyer about any judgment rendered for or against it regarding any infringement proceeding.
- 19.6 The provisions of this Article shall not extend to Infringement Claims resulting solely from Seller's compliance with Buyer's specific designs, processes or specifications.

### ARTICLE 20. SELLER'S INSURANCE AND INDEMNIFICATION

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

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- 20.5 During the term of this Contract, Seller 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. Seller 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 Seller's obligation to maintain the insurance coverage set forth above. Seller shall be responsible for payment of any and all deductibles from insured claims under its policies. The coverage afforded under any insurance policy obtained by Seller pursuant to this 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. Seller shall not commence performance of this Contract until evidence of such insurance has been delivered to and approved by Buyer. Seller shall not self-insure any of the insurance coverage required by this 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 Seller to Buyer under this Contract. In the event of a breach of any of Seller's insurance obligations described above, Buyer shall have the right to immediately terminate this Contract upon notice to Seller.
- 20.7 Seller 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 Seller's employees), damages, injuries (including death), demands, liabilities, suits, actions, recoveries and judgments of every nature and description arising out of (a) any defective Goods, (b) Seller's breach of this Contract, negligence or willful misconduct, and (c) the presence of Seller's employees or agents on Buyer's premises; all except to the extent of Buyer's gross negligence or willful misconduct. As to any claim made by Buyer hereunder, Seller expressly waives any immunity from suit with respect to injuries to Seller's employees which may extend to Seller as a result of any payments made by Seller to such employees or under any applicable workers' compensation statute or similar law or judicial decision.

### **ARTICLE 21. DEFAULT AND TERMINATION**

- 21.1 Buyer reserves the right to terminate this Contract or any Purchase Order for Buyer's sole convenience. In the event of such termination, Seller 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 ready-to-ship Goods under this Contract or the relevant Purchase Order. Buyer's liability to Seller with respect to such terminated Contract or Purchase Order shall be limited to: (1) Seller's Purchase Price of all finished Goods ordered by Buyer and not usable in Seller's other operations or marketable to Seller's other customers, plus (2) the actual costs incurred by Seller in procuring and manufacturing material for Buyer's Purchase Orders not usable in Seller's other operations. Buyer shall be entitled to a refund of any advances or progress payments made in excess of the foregoing measure of Buyer's liability, and at Buyer's option, Seller shall deliver to Buyer any finished Goods or work-in-process. Seller shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided, nor shall Buyer be liable for any loss of profits on the 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.

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- 21.2 Buyer may terminate this Contract or any Purchase Order in the event of any default by Seller, or if Seller fails to comply with any of the terms and conditions of this Contract or a Purchase Order and Seller does not cure such default or failure within thirty (30) days of receipt of written notice from Buyer; provided, however, that Buyer shall not be obligated to send an additional written notice or provide an additional cure period in the event that Seller's breach is recurring. Late deliveries, deliveries of products which are defective or which do not conform in any respect to the requirements stated in writing by Buyer, or failure to provide Buyer, upon request, with adequate assurances of future performance, or in the event that Seller become insolvent or there is filed by or against Seller a petition in bankruptcy, reorganization or other insolvency proceeding, shall all be causes permitting Buyer to terminate this Contract or any Purchase Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, with the exception of finished Goods meeting the requirements of this Contract and accepted by Buyer, and of which Buyer specifically requests delivery after notice of termination is given, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that Buyer has improperly terminated this Contract or any Purchase Order for cause, such termination shall be deemed a termination for the convenience of Buyer.
- 21.3 Seller 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 Seller's written notice.
- 21.4 Seller understands that Buyer wants to take advantage of available improvements (that may or may not involve new technology) to reduce the cost of Goods or to improve the quality, performance, consumer acceptance, or delivery of Goods. Buyer may adopt unsolicited improvement suggestions from others or may request any current or new supplier to develop such improvements, which may result in new goods that replace current Goods. If Buyer chooses to take advantage of improved goods from a source other than Seller, Buyer may either reduce or discontinue purchases of Goods replaced by the improved goods, or may terminate this Contract or any Purchase Order at any time after at least thirty (30) days notice to Seller. 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.
- 21.5 Seller 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 Seller under this Contract from a source other than Seller or on different 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, Seller 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 ready-to-ship Goods under this Contract or the relevant Purchase Order. Buyer's liability to Seller with respect to such terminated Contract or Purchase Order shall be limited to: (1) Seller's Purchase Price of all Goods not usable in Seller's other operations or marketable to Seller's other customers, plus (2) the actual costs incurred by Seller in procuring and manufacturing material not usable in Seller's other operations. Seller shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided, nor shall Buyer be liable for any loss of profits on this Contract or the Purchase Order or portion thereof so terminated or suspended, nor for any consequential or

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incidental loss or damage, nor for any suspension delay, termination or cancellation charges.

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

### ARTICLE 22. FORCE MAJEURE

- 22.1 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.
- 22.2 Seller 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.
- 22.3 Seller shall disclose to Buyer the existence of any labor contracts of which Seller's employees are a party and must inform Buyer of the terms of such contracts applicable to Seller's performance under this Contract. In addition, Seller must notify Buyer in advance of any upcoming labor contract negotiations or a potential or actual termination of any such contract that could affect Seller's ability to supply Buyer hereunder and/or that could become a Force Majeure Event. Seller's advance notification to Buyer of any of the foregoing events must allow Buyer adequate time to purchase a sufficient inventory of Goods for Buyer's needs until Seller is able to resume normal supply hereunder.
- 22.4 If Seller is delayed in the manufacture, shipment or delivery of the Goods due to any Force Majeure Event, then the date of delivery 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 Seller gives written notice of delay to Buyer within three (3) days after Seller first has knowledge of the Force Majeure Event causing such delay. During any delay caused by such a Force Majeure Event, Seller agrees to continuously supply Buyer with the affected Goods in volumes that at least equal the portion of Seller's affected volume sold to Buyer immediately before the Force Majeure Event, relative to Seller's affected volume sold to other customers that Seller is contractually obligated to supply 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 shipment, and purchase replacement goods from another supplier if Seller is delayed for reasons set forth above. Buyer shall have the right to terminate this Contract if the delay in Seller's performance continues for thirty (30) days or more.
- 22.5 If Buyer is unable to use or receive the Goods due to any Force Majeure Event affecting Buyer or any customer of Buyer that purchases Buyer's products or services utilizing the Goods, then Buyer may, at its option, (a) extend the date of delivery 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 shipments, or (c) terminate the Contract if the delay continues for thirty (30) days or more.
- 22.6 Buyer shall not be liable to Seller for any amount, with the exception of accepted deliveries of finished Goods, if Buyer terminates any Purchase Order(s) or pending shipment(s) or this Contract pursuant to this Article.

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## ARTICLE 23. SAFETY

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

## ARTICLE 24. DIVERSITY ENVIRONMENT

24.1 Seller is expected to develop sourcing methods, goals, reporting and efforts to encourage subcontractors' use of minority and women-owned suppliers. Seller 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 Seller under this Contract. Seller shall report to Buyer the amount of such minority and women-owned supplier spending quarterly.

## ARTICLE 25. SUSTAINABILITY

25.1 Seller 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. Seller agrees to make commercially reasonable efforts to pursue these objectives and to cooperate reasonably with Buyer's efforts in this respect.

## ARTICLE 26. BUYER'S INTELLECTUAL PROPERTY AND CONFIDENTIALITY

26.1 If during the course of Seller's performance hereunder, Seller makes modifications or improvements to the product specifications or develops any new process or other new technology related to the Goods, Buyer will own such modification, improvement, process or technology. Seller agrees to perform whatever actions are reasonably required or requested by Buyer in order to transfer ownership of same to Buyer or to provide evidence of Buyer's ownership thereof.

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

## Sonoco Standard Goods Contract

26.3 Seller 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 27. GENERAL RECORDS, QUALITY CONTROL, AUDIT AND INSPECTION

27.1 Seller shall maintain and retain for a period of at least six (6) years from the date of manufacture (or longer if required by applicable law), complete and accurate books and records relating to the costs, production, packaging, storage and shipment of Goods. Seller shall properly track each batch number of the Goods, for traceability, so as to be able to provide a full manufacturing history. Seller 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.

27.2 Seller shall maintain adequate quality control systems and measures reasonably acceptable to Buyer to ensure that all Goods 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, Goods processing and release, sample retention, stability, complaints, material safety information, annual product reviews, management reviews, returned Goods, and preparation and/or handling of Goods during importation and shipping. Seller 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 Goods 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 Seller amend and/or supplement the specifications for the Goods and/or the Quality Agreement to be in accord with such more stringent, exacting or demanding requirements.

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

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

### ARTICLE 28. ASSIGNMENT, WAIVER AND REMEDIES

28.1 Seller 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. Seller shall not use any subcontractors for any portion of Seller's

## **Sonoco Standard Goods Contract**

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.

- 28.2 Buyer may allow any of its subsidiaries or affiliates to participate in this Contract. At Buyer's request, Seller 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.
- 28.3 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.
- 28.4 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.
- 28.5 Buyer shall have the right at all times to set off any amounts owing at any time from Seller to Buyer (or its subsidiaries or affiliates) against any amount payable at any time by Buyer (or its subsidiaries or affiliates) to Seller.
- 28.6 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 29. NOTICE**

- 29.1 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 Seller, with a copy to the appropriate Facility contact(s) of Buyer and a copy to All such notices must be in writing and shall be sent either by registered or certified mail, reputable overnight courier, telecopy (fax), or hand delivery. Such notices shall be deemed effective and validly given and received (a) if sent by registered or certified mail, on the third business day after such notice is 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 30. GOVERNING LAW AND SEVERABILITY**

- 30.1 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.
- 30.2 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.

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## ARTICLE 31. DISPUTE RESOLUTION

- 31.1 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
- 31.2 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.
- 31.3 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 32. INTERPRETATION

- 32.1 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 33. EXHIBITS

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

EXHIBIT A. GOODS, SPECIFICATIONS & ADDITIONAL SERVICES  
EXHIBIT B. PURCHASE PRICE(S), PAYMENT TERMS & DURATION  
EXHIBIT C. DELIVERY TERMS & PARTICIPATING FACILITIES

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**

**SELLER**

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

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

# Sonoco Standard Goods Contract

## EXHIBIT A

### Goods, Specifications & Additional Services

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**POINT 1. DESCRIPTION OF GOODS WITH CURRENT SPECIFICATIONS**

Seller agrees to provide current MSDS (Material Safety Data Sheets) on any specified Goods in this Contract.

**POINT 2. DESCRIPTION OF RELEVANT SERVICES**

**POINT 3. QUANTITIES (VOLUMES PER YEAR) - IF APPLICABLE**

**POINT 4. SUPPLIER DEVELOPMENT PROGRAM**

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

**Sonoco Standard Goods Contract**

**EXHIBIT B**

**Purchase Price(s), Payment Terms and Duration**

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

**POINT 2. PAYMENT TERMS**

**POINT 3. DURATION OF CONTRACT**

Effective Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

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**EXHIBIT C**

**Delivery Terms & Participating Facilities**

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**POINT 1. PARTICIPATING FACILITIES**

List Facilities - address, contact

**POINT 2. FREIGHT TERMS & DELIVERY METHODS**

**POINT 3. PACKAGING REQUIREMENTS**