

General Terms and Conditions of Purchase

These General Terms and Conditions of purchase (“GTC”) shall be subject to the following definitions:

- **Elopak:** refers to Elopak ASA including any subsidiary.
- **Supplier:** any entity who agrees to supply any product and/or service to Elopak.
- **Parties:** refers to both Elopak and Supplier.
- **Agreement:** refers to any agreement between the Parties.
- **Product:** refers to any product supplied to Elopak.
- **Service:** refers to any service supplied to Elopak.
- **Site:** refers to any Elopak plant or office
- **Equipment:** refers to any vehicle, tool, consumable etc. used by the Supplier to execute the Agreement.
- **PO:** refers to any Purchase Order from Elopak to the Supplier.
- **OC:** refers to any Order Confirmation from the Supplier to Elopak.
- **Confidential Information:** any information or document regarding the business or affairs of a Party, including but not limited to information relating to a Party’s operations, finances, strategy, product information, intellectual property rights, trade secrets and customers.
- **Force Majeure:** A circumstance or event that neither Party could foresee or control, such as natural disasters, fire, terror attacks, strikes etc.

1. Compliance

1.1 The Supplier guarantees that all products and/or services are in accordance with all applicable local and international laws and regulations. The Supplier shall possess all necessary approvals, certificates and licenses for their company, and show such documentation to Elopak upon request within reasonable time.

2. Responsible Business Conduct

2.1 The Supplier by entering into this Agreement confirms that it will act in accordance with the principles outlined in Elopak Global Supplier Code of Conduct, SCoC, (a copy of which is available on [Elopak homepage](#) or upon request). This includes the UN Guiding Principles for Business and Human Rights and the OECD Guidelines for Multinational Enterprises. The Supplier shall actively communicate and promote the expectations and principles set out in the Code to their sub suppliers.

2.2 The Supplier shall, when acting in connection with this Agreement, always act in compliance with all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including but not limited to those dealing with human rights, environmental protection, corruption, fraud, anti-money laundering, applicable sanction regimes, and other economic crimes. The Supplier shall ensure that all employees, representatives and affiliates comply with the above requirements.

2.3 Elopak reserves the right to assess compliance with the SCoC. At Elopak’s request the Supplier must be able to document compliance through self-assessment, follow-up meetings and/or inspection at supplier’s production sites. In case Elopak identifies or suspects a non-compliance with or breach of the principles in the SCoC, the Supplier shall provide all reasonable assistance in investigating the non-compliance. If the non-compliance is material, Elopak may terminate the business relation by written notice. If the non-compliance is immaterial, Elopak and the Supplier shall jointly prepare a plan for remedy. Corrective actions must be taken within reasonable time. If upon the expiry of the correction period, the non-compliance has not been improved or remedied, the business relation may be renegotiated or terminated by Elopak.

3. Order of precedence

3.1 Unless otherwise agreed, the GTC shall apply to all POs, OCs, purchases and deliveries of Products and/or Services to Elopak.

3.2 In the event of any conflict among the documents, then they shall have the priority as listed below:

- a) conditions in the Agreement,
- b) the Order Confirmation, (“OC”)
- c) the PO,
- d) the General Terms and Conditions (GTC), and then
- e) the Suppliers General Terms and Conditions.

4. Obligations of the Parties

4.1 The fulfilment of the Agreement shall be completed and performed efficiently, effectively and to a high professional standard.

4.2 Requests from Elopak shall be replied to without undue delay.

4.3 Both Parties shall, without undue delay, give notice of circumstances that may be of relevance to the completion of the Agreement, including delay in the delivery.

4.4 Both Parties will keep the other Party informed of the execution of the Agreement. The Supplier will, upon request from Elopak, provide all relevant and unclassified information free of charge.

4.5 If the Supplier appoints a third party or sub-contractor to perform part(s) of the Agreement, the Supplier shall remain fully responsible for the performance of such work in the same manner as if the Supplier was performing the work itself.

4.6 The Suppliers use, and replacement of any sub-contractor shall be approved by Elopak in writing. Approval shall not be unreasonably withheld.

5. POs and OCs

5.1 All Elopak POs must be submitted electronically in order to be valid.

5.2 The OC shall be sent to Elopak within 5 working days after reception of the PO.

5.3 The OC shall include PO number, description and volumes per article/delivery, price, incoterm and location.

5.4 All deliveries from the Supplier shall be in accordance to the Suppliers OC.

5.5 By submitting an OC to Elopak, the Supplier has agreed to these GTCs.

5.6 If the Supplier fails to deliver an OC within 5 working days, Elopak will be entitled to cancel the PO in full. Any amendments to the PO/OC, shall be in writing between the parties.

6. Delivery

6.1 Delivery of the Products will be made DDP, Incoterms 2020, including all the required documents, such as consignment note, packing slip and travel documents. The outside of the packaging must clearly state the PO number and all other information requested by Elopak.

6.2 The Supplier must immediately inform Elopak in writing if early or delayed deliveries.

7. Packaging and user documentation

7.1 The Supplier is responsible for proper packaging of Products, considering the least possible impact on the environment and public health.

7.2 The Supplier of equipment or machines is responsible for supplying clear, written unloading instructions and relevant installation, user manuals and maintenance instructions.

8. Price and invoice

8.1 All offers are submitted to Elopak without cost, unless agreed otherwise.

8.2 Prices do not include VAT.

8.3 Invoice shall clearly state Elopak reference (PO number, name, cost center)

8.4 Elopak will not accept any occurrence of handling charge or any other kind of fees connected to the invoice.

8.5 The prices are fixed, unless the Agreement states the circumstances that can lead to a price adjustment and the way in which the adjustment is carried out.

8.6 Payment shall be made within sixty (60) calendar days of the invoice date and receipt of a correctly rendered invoice.

8.7 The invoice shall be specified in accordance to the OC, for Elopak to automatize invoice approval process.

8.8 Any claims regarding the quantity and/or quality of the delivery is to be issued by Elopak within reasonable time.

9. Inspection and audit rights

9.1 Elopak is always entitled to inspect delivered Products, Equipment and/or Services within reasonable time of delivery including delivery notes, time of delivery, quantity, quality with governing documents/certificates.

9.2 Elopak is entitled not to accept/receive the delivery if the Supplier has not fulfilled their obligations.

9.3 In the event that Elopak rejects the Products, the Supplier shall arrange for repair or replacement of the defective Products free of charge, within 14 calendar days of notice. In the event of a complaint and/or rejection, Elopak will submit a written statement of the defect. The Supplier has opportunity to investigate the correctness of the complaint and to rectify the shortcoming or to proceed with replacement; the investigation or repair must be carried out without undue delay, at least within 14 calendar days after receipt of the complaint. If the correctness of the reported shortcoming is not contested within 14 calendar days, the reported shortcoming shall be considered accurate.

9.4 Elopak is entitled to inspect Products or Equipment during production, processing and storage at the Suppliers premises. The Supplier can demand an independent 3rd Party inspection due to patents, know-how etc.

9.5 The Supplier will cooperate in the inspection free of charge. If the Supplier demands an independent 3rd Party inspection, this will be financed by the Supplier.

9.6 If the inspection must be repeated because of the actions of the Supplier, the Supplier will cover the total cost of inspection.

10. Intellectual and Industrial Property Rights and Resources

10.1 The right of ownership, the copyright and all relevant intellectual property rights, shall be transferred to and owned by Elopak upon delivery.

10.2 The Supplier shall retain the rights to its own tools and methods. Both Parties may also utilize general know-how that they have accumulated in connection with the Agreement, provided that such know-how is not confidential.

10.3 All intellectual and industrial property rights such as, but not limited to, drawings, templates tools etc. made available to the Supplier, or made or purchased by the Supplier on the instruction of Elopak, will remain the property of Elopak.

10.4 The Supplier guarantees the Products and/or Services supplied for free and undisturbed use by Elopak. The Supplier indemnifies Elopak against financial claims by third parties for infringement of their intellectual and industrial property rights.

11. Warranties

11.1 The Supplier guarantees that the Products and/or the Services comply with the Agreement and are entirely suitable for the purpose made known by Elopak to the Supplier.

12. Liability and breach of contract

12.1 The Supplier is liable towards Elopak for any delay, defective supplies and all damages that may be caused to Elopak in connection with the performance by the Supplier.

12.2 The OC will specify the agreed delivery date and time. In the event of late delivery, the Supplier will be in default without further notice. This delay does not only extend to Goods and/or Services that have not yet been delivered, but also to Goods and/or Services that were already delivered under the same Agreement if these Goods and/or Services can no longer be used effectively due to the failure to deliver the remaining Goods and/or Services.

12.3 Without prejudice to the legal rights of Elopak, the Supplier will owe Elopak an immediately due and payable penalty of 0.5% of the Price excluding VAT per week, calculated from the day on which the default occurred and with a maximum of 5%.

12.4 The Supplier will be liable for any defects to the Goods and/or Services delivered to Elopak.

12.5 If the Supplier has not collected the rejected Goods delivered to Elopak within 14 calendar days of the dissolution, Elopak has the right to return the Goods to the Supplier at the expense and risk of the latter.

12.6 Each Party must invoke a potential non-attributable shortcoming towards the other Party within reasonable time and supported by required documents.

12.7 In the event the Supplier is not delivering according to agreed time and specifications, Elopak is entitled to place order with alternative suppliers at the cost of the Supplier.

12.8 The maximum aggregated liability of the Supplier under this Agreement shall be limited to 2 times of the total value of the Order.

12.9 The Supplier will not be liable for indirect or consequential damages.

12.10 The Supplier shall indemnify and hold Elopak harmless from and against all claims from third parties with regards to any claim against Elopak.

13. Confidentiality

13.1 Information that comes into the possession of the parties in connection with the Agreement and the implementation of the Agreement shall be kept confidential and shall not be disclosed to any third party without the consent of the other party.

13.2 Both Parties shall store and keep the Confidential Information in a safe and secure manner.

13.3 The confidentiality obligation set out above shall not apply if a Party by law, regulation, court judgement or other authoritative decision is obliged to disclose such information or if such information is in the public domain or is accessible to the public elsewhere.

13.4 The confidentiality obligation shall apply to the parties' employees, sub-consultants and other third parties who act on behalf of the parties in connection with the implementation of the Agreement. The parties may only transmit confidential information to such sub-consultants and third parties to the extent

necessary for the implementation of the Agreement, provided that these are subjected to a confidentiality obligation corresponding to that stipulated in this clause.

14. Insurance

14.1 The Supplier undertakes to maintain a comprehensive general liability and product liability insurance.

14.2 The Supplier will not change the insured amount and the policy conditions during the performance of the Agreement to the detriment of Elopak.

14.3 The Supplier will provide Elopak with a copy of valid insurance documentation within 10 working days of the Elopak request.

15. Assignment of rights and obligations

15.1 The rights and obligations arising under the Agreement may not be transferred in whole or in part, gratuitously or for valuable consideration, by one party without the prior written consent of the other party; such consent may not be unreasonably withheld.

16. Termination

16.1 If the Supplier fails to comply with the obligations in the Agreement, the Supplier will be in default. Elopak will be entitled to terminate the Agreement at the risk and expense of the Supplier.

16.2 If no termination period is included in the Agreement, Elopak may terminate the Agreement with reasonable termination period.

16.3 In addition to the powers already stated above in these GTCs, each Party is also entitled, without notice of default, without judicial intervention and without being obliged to the other Party, to fully or partially terminate the Agreement if:

- a) one Party has filed for bankruptcy or has been granted bankruptcy;
- b) one Party has applied for a suspension of payment;
- c) a request from the other Party, to declare the debt rescheduling scheme applicable is granted by the court or loses the power of disposition over their assets or parts thereof due to seizure, enforcement order or otherwise;
- d) one Party has been shut down, dissolved or liquidated;
- e) one Party permits have been revoked;
- f) claims of the Supplier or (part of) company property or goods of the Supplier intended for the performance of the Agreement have been seized, or;
- g) any benefit has been or is being offered or provided by one Party to a person from the other Party.

16.4 Claims that Elopak may have or obtain against the Supplier in the event of dissolution shall be immediately due and payable in full at the time of the dissolution.

16.5 If the Supplier does not fulfil their obligations arising from the Agreement, Elopak is entitled to suspend their obligations arising from other Agreements until the Supplier has fulfilled their obligations.

17. Force majeure

17.1 If one of the Parties' failure to fulfil the Agreement is due to force majeure, the Parties' obligations are suspended as long as the force majeure situation persists.

17.2 The Party affected by force majeure must notify the other Party within a reasonable time, as well as document the incident within a reasonable time.

17.3 The Supplier must develop a contingency plan in an event of force majeure.

17.4 It is required that such notice is also given when the force majeure situation ceases. Failure to give notice may lead to liability of the obliged relevant Party loses the right to invoke force majeure.

17.5 If the force majeure incident prevails or is expected to last for 60 calendar days, any Party may terminate the Agreement by written notice with immediate effect and without judicial intervention, without the Supplier having any right to compensation.

18. Applicable Law and Dispute resolution

18.1 This Agreement will be governed and construed in accordance with Norwegian law.

18.2 If a dispute is not resolved through negotiations or mediation, each Party may require the dispute to be resolved with final effect before Oslo City court.