

# Ecuador PO Terms and Conditions

## Acceptance of the Purchase Order

This Purchase Order is a request made by CRISTALERIA DEL ECUADOR S.A. (CRIDESA) (hereinafter “**CRIDESA**”) and will be considered accepted by the Supplier when the first of the following events occurs:

There is a written notification of acceptance from Supplier to CRIDESA.

Two days after the issuance of the Purchase Order is received without written notification from the Supplier of its non-acceptance.

## Purpose of the Purchase Order

By means of this Purchase Order, the Supplier undertakes to comply with all the terms and conditions agreed in the Terms of Reference, Data Sheet and other specifications indicated by CRIDESA regarding the Purchase Order unless a written contract is agreed and executed which will then prevail over this document.

## Place of Delivery of the Good or Services

The delivery of the good or service will be made in the address of the Plant, Km. 22.5 de la vía Perimtral, Guayaquil – Ecuador.

The days and hours of operation of the Warehouse for the delivery of materials or merchandise are the following: Monday through Friday from 8:00 a.m. to 4:00 p.m. The personnel in charge of the Warehouse are the only ones authorized to receive materials and execute the Purchase Order, Delivery Note, or Invoice as a reception certificate. All goods and services must be delivered with a copy of the invoice before the 25th of each month.

In case the material delivered has a safety data sheet and / or quality certificate, they must be sent with the merchandise.

## Price

CRIDESA will pay the Supplier the amount specified in this Purchase Order plus the corresponding taxes. The Supplier will not be able to increase prices unilaterally unless there is a written agreement with CRIDESA.

In the event of electronic invoicing, it must be sent to the email [Recepcionfacturas.EC@o-i.com](mailto:Recepcionfacturas.EC@o-i.com), otherwise it must be sent to Km. 22.5 vía Perimetral, Guayaquil – Ecuador. ***The invoice must expressly mention the Purchase Order number.***

## Payment

All invoices issued and overdue that do not present nonconformity by CRIDESA will be paid within the established term, considering that CRIDESA payments are made on the first and third Friday of each month. In the event those days are holidays, the payment will be made on the next business day. Payment done through electronic factoring are done on Fridays. *If you have any questions about payments, please go to the following LINK [www.o-i.com/check-account/](http://www.o-i.com/check-account/)*

## Confidentiality

The CONFIDENTIAL INFORMATION contained in this Purchase Order may refer, but not exclusively, to software, data, machinery, products, production process, design, development, and manufacture of various packaging systems, including packaging components such as lids and / or accessories.

Up to five years from the date of the Purchase Order, the receiver of this information will be obligated to comply with the procedures established, under what is described below.

The receiver of the CONFIDENTIAL INFORMATION provided in this provision may not disclose the information to third parties. Additionally, the CONFIDENTIAL INFORMATION may not be used by the receiver under any circumstances except the study of future business between the parties.

CONFIDENTIAL INFORMATION could include, as example, but not exclusively, know-how, formulas, processes, technology, designs, sketches, photographs, drawings, designs, logos, specifications, samples, reports, customer lists, price information, studies, evidence, inventions, and ideas. In the event the delivery of information occurs without being in writing, through words or visual inspection, the informant shall have the right to establish in writing the confidential nature of the information within a reasonable term after it has been disclosed. The amount of CONFIDENTIAL INFORMATION to be disclosed is at the discretion of the party who provides the information. The receiver of the CONFIDENTIAL INFORMATION must use it for the sole purpose

established in the paragraph above, and must keep it in strict confidentiality and prevent exposure to third parties and limit the disclosure of CONFIDENTIAL INFORMATION internally, within its organization, only to the individuals whose responsibilities justify the need to know the CONFIDENTIAL INFORMATION.

This provision does not grant any other right over the CONFIDENTIAL INFORMATION, and what is contained in this Purchase Order should not be interpreted as a, tacit or formal, license for use of the information.

The receiver of the CONFIDENTIAL INFORMATION, will not be obligated to comply with this provision, when: (a) the information is already available to the general public; (b) the information was provided to the general public, without the receiver having disclosed it; (c) the receiver can demonstrate that the information was already public before receiving such information; (d) the receiver obtains the information from a third party, without any restriction of confidentiality; or (e) the information was disclosed, without the receiver or its employees have direct or indirect contact with it.

## Taxes

Each of the parties will be responsible for the taxes that correspond under Ecuadorian law.

## Legality

The Supplier must have all the permits, certifications, authorizations and/or licenses to perform the services or deliver the goods requested. Thereby, the Supplier declares and guarantees compliance with the regulations that govern the country and are applicable to its activity, including, among others, compliance with anti-corruption laws and those that regulate safety, occupational health and industrial hygiene, exports, design or manufacturing of industrial goods and environmental protection. The Supplier declares that has known and accepts the EHS Manual for Contractors and the Code of Ethics and Business Conduct of OI that can be found in the following website: <http://investors.o-i.com/corporate-governance-conduct> and undertakes to follow and observe the instructions, recommendations and specifications of CRIDESA related to ethics, safety, industrial hygiene and protection to the environment, under penalty of default.

## Audits

The Supplier acknowledges that at any time CRIDESA can directly or through a third party perform audits or inspections at the Supplier's facilities.

## Source and Legality of Income

The Supplier declares that both, the resources used in the execution of entrusted services or in the supply of goods, as well as all of its income, come from lawful activities, and that neither he, his partners or administrators have negative records in listings of money laundering prevention of national or international assets, nor do they incur in any of the two categories of money laundering (conversion or movement) and that consequently is obligated to respond before CRIDESA for all damages that may be caused as a result of this statement. In accordance with the foregoing, it will be just cause for termination of the business relationship between the parties, the inclusion of the Supplier, its partners, its administrators, or its subcontractors in the OFAC listing or any other local, foreign or international authority listings as a suspect of asset laundering activities. Thus, the Supplier will indemnify CRIDESA for the damages caused because of being included in the OFAC listing or any other asset laundering listing.

## Processing of Personal Data

The Supplier expressly authorizes CRIDESA to collect, store and use its personal data to efficiently execute the business relationship between the parties. In order to know the rights that assist the Owner of the personal data and the procedures to access them, the Supplier has the power to know the Policies for the Treatment of Personal Data of OI, requesting its delivery.

## Business Relationship

The relationship between the parties has a commercial nature, within the scope set forth in the provision of this document called "**Purpose of the Purchase Order**". CRIDESA does not enter into any labor relationship with any of the workers employed by the Supplier for the execution of its service. Therefore, by signing this Purchase Order, neither party becomes a legal, special or general representative of the other party, nor its commercial agent; nor does it generate a de facto partnership between the parties; so that both CRIDESA and the Supplier maintain their independence and autonomy.

## Social Responsibility

CRIDESA works with its Suppliers to ensure that the composition of products does not contain "Conflict Minerals" (Tin, Tungsten, Tantalum and Gold) explored in conditions of armed conflict and human rights abuse in the Democratic Republic of the Congo (DRC) and neighboring countries. In this way, our suppliers must respond to requests for information and cooperate in possible audits.

CRIDESA, requires that its suppliers do not link or incorporate underage staff in the development of their own activities.

## Penalties for Breach

In the event of delay in complying with the agreed date for causes attributable to the Supplier and/or in the event of non-compliance with the agreed quality standards and/or agreed specifications or other established obligations, CRIDESA shall be entitled to charge the Supplier an amount equivalent to 1% of the Purchase Order for each day of delay or non-compliance without exceeding 15% of the Purchase Order value. In the event that the breach persists for more than 15 days or that it is not remediable, 20% of the total value of the Purchase Order will be applied as a penalty clause and, additionally, CRIDESA may terminate the commercial relationship covered in this Purchase Order, unilaterally and anticipated, without any compensation whatsoever for the Supplier. The Supplier understands that this provision gives CRIDESA the possibility of enforcing the fine, penalty clause and even to demand the compliance of the main obligation and claim additional damages, without requiring to notify the delay or any additional procedure. CRIDESA clarifies that the remedies will be applied in accordance with current legislation and therefore force majeure constitutes an exemption from liability.

## Responsibility

The Supplier will keep CRIDESA indemnified and will respond to CRIDESA for all costs, damages and losses caused by events that are attributable to the Supplier. The parties declare that the obligations contracted are considered as obligations of result, since all the necessary means and technical facilities are available to achieve compliance in the agreed manner. In that sense, the Supplier guarantees compliance with the agreed specifications, in relation to quantity, quality and terms to which it is obligated with CRIDESA.

## Assignment and Subcontracting

The Supplier undertakes to comply directly with its obligations, and may not assign or subcontract them, in whole or in part, without prior written authorization from CRIDESA.

## Retention Rights

When during the course of the present business relationship, in CRIDESA's opinion, a breach of the Supplier's obligations is manifested, CRIDESA will be entitled to retain the sums that it owes the Supplier at this time until the latter agrees to comply with the agreement. If, for any reason, CRIDESA is forced to recognize or pay any amount of money for salaries, benefits or indemnities in favor of the Supplier's workers or to make any other expense that according to this Purchase Order corresponds to the Supplier, the Supplier is obligated to keep CRIDESA indemnified and CRIDESA may repeat against it for the amount paid, plus the expenses and costs that have arisen from the corresponding disbursement.

## Intellectual Property

The Supplier undertakes to refrain from infringing any rights related to trademarks, patents, industrial secrets, copyrights, intellectual or industrial property, being liable to CRIDESA for the obligations assumed.