O-I GERMANY GMBH & CO. KG STANDARD PURCHASE TERMS

1. **APPLICATION**

These terms and conditions of purchase (the "Terms") shall, unless otherwise agreed in writing, apply to (any) order(s) placed with the Supplier by O-I Germany GmbH & Co. KG and/or any of its affiliates ("O-I"). By accepting an order from O-I the Supplier also accepts these Terms. No terms of the Supplier or any other agreement with O-I which deviates from these Terms shall be effective unless agreed in writing by an authorised representative of O-I. The acceptance of, or payment for, goods and equipment ("Goods") or services provided by the Supplier ("Services") shall not constitute acknowledgement or acceptance of the Supplier's conditions, which are rejected.

2. **DELIVERY, TITLE AND RISK**

2.1 All deliveries of Goods shall be made to, and Services performed at, the site(s) specified in the order. "Delivery" to O-I takes place when the Goods are fully unloaded. Unless otherwise specified, title and risk shall pass from the Supplier to O-I upon Delivery of the Goods. Any retention of title by the Supplier is excluded.

2.2 If the Supplier does not deliver the Goods or provide the Services at the time(s) specified, in addition to its other rights or remedies, O-I may terminate the order. The Supplier must notify O-I immediately if it cannot supply on time, and must take every possible step to supply on the original date or any earlier or later date that O-I may agree. Any increased costs required to meet the original or agreed rescheduled supply time shall be borne by the Supplier.

2.3 All Goods must be accompanied by the necessary shipping documents (including any export licenses, certificates of origin, permits) as well as by a delivery note which specifies the Goods precisely and shows the O-I order number and any other data O-I requires. All fees and taxes, including any import and/or export duties must be paid by the Supplier prior to Delivery. The Supplier must provide O-I with every assistance in obtaining any other documents which O-I may require.

2.4 If recycling is a requirement under any Applicable Laws of the country in which the Goods are to be delivered or used, the Supplier guarantees that the protective packaging can be recycled or used again outside the public waste disposal system. At the request of O-I, the Supplier shall be obliged to collect this packaging free of charge and to recover or to recycle it, if and as required by Applicable Laws.

2.5 O-I reserves the right, on giving notice, to inspect the Goods and/or their manufacturing process at any reasonable time. Any inspection before or after Delivery or any approval by O-I of any specifications, drawings, samples or other descriptions of the Goods prepared by the Supplier shall not prejudice O-I's right to reject defective Goods at a later date or make a claim in respect of them.

3. **PRICES AND TERMS OF PAYMENT**

3.1 Unless otherwise specified, prices include all delivery and packaging costs. O-I shall make payment within the period set out in the purchase order. Invoicing shall not take place before Delivery or rendering of the Services.

3.2 All invoices must be sent to O-I separately from Delivery, specifying the O-I order number, the line number if appropriate, the order date, the Goods delivered and Services rendered, the date of Delivery and any other data O-I may require. Any Value Added Tax or other tax, if any, must be shown separately.

4. **WARRANTIES**

4.1 The Supplier warrants, represents and undertakes that:

(a) it and the Goods and Services shall comply with all specifications supplied by O-I in connection with the order and with all Applicable Laws in the place of Delivery and any other territory which O-I has stipulated;

(b) the Goods shall be free from all material defects and the Goods and the Services shall be fit for any purpose O-I has made known to the Supplier expressly or by implication; and

(c) no Rights (including any rights belonging to any third party) are violated or infringed through the supply of any Goods or the rendering of any Services by the Supplier or through the use of such Goods or Services.

4.2 Any acceptance of late, incomplete or defective deliveries, or payment of invoices, shall not constitute any waiver of any warranty claim. Any obligation to inspect deliveries arising from Applicable Laws shall not apply.

4.3 If any warranty set out in clause 4.1 above is breached, O-I may demand either the immediate replacement free of charge (rejection), or the remedy of the defect. In urgent cases, where the Supplier is not able to respond to the reasonable requirements of O-I, O-I shall have the right to remedy the defects and/or repair the damage itself at the Supplier's expense. Any other rights in respect of the breach shall remain unaffected.

4.4 The warranties set out in clause 4.1 shall apply for 24 months from Delivery and, in the case of the rendering of Services, 24 months from the time the Services were provided, unless otherwise agreed in writing or unless a longer period of limitation applies in an individual case either by Applicable Law or as expressly agreed in any order.

5. **LIABILITY AND INSURANCE**

5.1 The Supplier shall indemnify and keep indemnified O-I and to Group Companies on demand against any and all losses, costs, damages and liability arising from any breach of the Terms including product liability and claims for damages as a result of injury or death.

5.2 The Supplier shall maintain appropriate product and general civil liability insurance cover and such other insurance cover reasonably requested by O-I at the time of the order. If the Supplier fails to do so, O-I may insure and charge the Supplier with the cost. On request, the Supplier will show the insurance contract to O-I.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 "Rights" means registered or unregistered patent rights, copyrights, trade mark and design rights, utility model rights, database rights, know how, and other intellectual property rights in any part of the world as may exist from time to time.

6.2 If Goods are manufactured or supplied or Services rendered according to O-I's designs or specifications ("O-I Designs"), or where the Supplier has provided any design or development Services to O-I (the "Commissioned Designs"), the Rights in relation to the O-I Designs and the Commissioned Designs (together "the Developments") shall be the exclusive property of O-I. "Developments" shall include, but not be limited to, any information, knowledge, idea, design, material, or invention and any expression of any idea created by the Supplier (or its agents or employees) in connection with any order.

6.3 The Supplier shall fully disclose all Developments to O-I and shall not use the Developments for his own purposes or those of any third party nor disclose the Developments without the prior written consent of O-I. The Supplier at the expense and by agreement with O-I will take all measures which may be necessary to vest Rights in the Developments in O-I or its nominee and shall assist O-I in establishing and protecting such rights, including if necessary doing all such acts and executing all such documents which O-I deems necessary. To the extent permitted by Applicable Laws, the Supplier shall waive or shall procure the waiver of moral rights in the Developments in relation to O-I and any member of the O-I Group (and their successors) and any third party authorised to use the Rights by O-I.

6.4 The Supplier guarantees that no Rights (including any rights belonging to any third party) are violated or infringed through the supply of any Goods or the rendering of any Services by the Supplier or through the use of such Goods or Services. The Supplier shall indemnify and keep indemnified O-I and any O-I group company on demand in respect of any claim that the use or possession of any Goods or Services supplied by or on behalf of the Supplier infringes any Rights of any third party. The indemnity shall include all expenses and costs incurred by O-I or the relevant O-I group company in connection with any claim made by a third party.

6.5 The Supplier shall as soon as reasonably practicable upon becoming aware thereof give to O-I in writing particulars of any use or proposed use by any other person of any Rights owned by O-I for Goods or Services or any mode of promotion or advertising for Goods or Services which amounts or might amount to infringement of Rights owned by O-I or to passing off the same.

6.6 If Supplier becomes aware that any person alleges that any rights owned by O-I are invalid or that use of such Rights infringes any Rights of another party then it shall as soon as reasonably practicable give O-I particulars thereof in writing and shall make no comment or admission to any third party in respect thereof.

6.7 All O-I's Rights and all products, samples, documents and information provided by O-I to the Supplier (including copyright therein) shall remain the property of O-I or the relevant O-I group company. Their use by the Supplier shall be allowed only within the limits of the purpose of this order or another written agreement between the parties.

7. **CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

7.1 The Supplier acknowledges that all information relating to O-I's business or that of any O-I group company (including the fact of and the terms of any order), which is not public knowledge, is confidential. The Supplier agrees not to disclose such confidential information to any other person, nor to use it for any other purpose than fulfilling an order.

7.2 The Supplier shall not use the name, trademarks, tradenames or the Rights of O-I nor refer to the business connection at any time (before, after or during fulfilment of any order) for advertising, promotional or other purposes without the prior written consent of O-I.

7.3 The Supplier agrees that any data in connection with its business relations with O-I (including personal data) may and will be stored and processed by O-I or by third parties employed by O-I.

7.4 The Supplier warrants and undertakes to comply with its obligations under all Applicable Laws and regulations from time to time, relating to data protection, privacy and information security including (without limitation) the General Data Protection Regulation meaning Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 95/46/EC) and as well as any national implementing, amending or replacement legislation. The personal data retention period shall not last more than strictly necessary for the business relationship between O-I and the Supplier and shall not exceed the one strictly necessary for legal, accounting and tax requirements. O-I and/or the affected individuals shall have the right to exercise their rights under these applicable laws (including but not limited to right of access, erasure and modification). Furthermore, the Supplier acknowledges O-I Privacy Notice for suppliers available at https://www.o-i.com/legal/legal-documents-europe/.

8. **TERMINATION**

8.1 Either party may terminate an order immediately by written notice (by registered letter only) if the other party materially breaches the Terms and, where the breach is capable of remedy, fails to remedy that breach within 14 days of being given written notice to do so.

8.2 O-I may terminate an order immediately by written notice (registered letter or email) on:

(a) the Supplier being unable to meet any obligations under any order and/or the Supplier materially breaches the conditions of any other order between the Supplier and O-I;

(b) the Supplier being unable to pay its debts or the commencement of, or any application, order, resolution or appointment being made for, in respect of the Supplier, a distress, execution, composition or arrangement with creditors, insolvency proceedings, winding up, dissolution, administration, liquidation, receivership (administrative or otherwise), bankruptcy, the suspension of payments, any form of seizure not lifted within two months, a moratorium of indebtedness, or any similar proceedings in any jurisdiction; or

(c) if there is a change in the ownership, control or management of the Supplier that O-I considers will materially affect the interests of O-I or an O-I group company

8.3 On termination of an order, the Supplier will refund advance payments for Goods and Services not yet supplied or rejected. Each party will at any time and on request return any property belonging to the other, except that if the Supplier is in default, O-I may continue to hold and use any of the Supplier's property for the purpose originally intended, which will be made available for the Supplier to repossess (which it shall be obliged to do at its cost within a reasonable period of O-I's request) or paid for at O-I discretion within a reasonable period. O-I shall have the right and the Supplier shall procure that O-I may retake possession of its property at any time by entry into any premises where it is kept.

8.4 Termination of an order for whatever reason shall not give rise to any claim by the Supplier for the agreed price of any Goods or Services, damages or any other form of compensation whatsoever and shall not affect any provisions of the Terms which are intended to continue to have effect (including clauses 4, 5, 6, 7, 8.3, 9 and 10) after it has come to an end.

9. **BUSINESS CONDUCT, COMPLIANCE AND EHS OBLIGATIONS**

9.1 The Supplier shall perform its obligations under these Terms in full compliance with:

(a) All Applicable Laws;

(b) O-I's Supplier Guiding Principles, as published at http://investors.o-i.com/supplier-guiding-principles, and as may be amended from time to time.

9.2 The Supplier shall adhere to any site-specific security, safety, and operational requirements communicated by O-I.

9.3 The Supplier shall, at its own cost, obtain and maintain all necessary certifications, licenses, permits, and approvals required to conduct its business and fulfil its obligations under these Terms.

9.4 Upon reasonable written request by O-I, the Supplier shall cooperate with O-I's efforts to verify compliance, including participating in an audit conducted by O-I or a third-party auditor (e.g. SMETA – ECOVADIS), subject to reasonable notice and scope definition.

10. **MISCELLANEOUS**

10.1 The relationship of O-I and the Supplier is that of an independent contractor. If by operation of any Applicable Laws the contract of employment of any employee of the Supplier or its sub-contractors or any liabilities connected with any such contract transfers to O-I or any third party whom it appoints in place of the Supplier, the Supplier shall indemnify and keep indemnified O-I on demand against any losses, costs, damages and liabilities arising from such transfer (including any liabilities of whatever nature connected with the termination of that individual's employment and his employment until such termination) and any increased costs resulting therefrom.

10.2 The Supplier shall keep and produce on O-I's request, all documentation relating to the Goods or Services supplied reasonably required by O-I, including such documents necessary for tracing the Goods as well as all parts thereof as required by any Applicable Laws and in any event for a minimum period of seven years following Delivery and shall procure that its Suppliers do the same.

10.3 O-I may at any time by notice assign, sub-contract, transfer or charge any order to any O-I group company at its discretion. No other assignment, sub-contracting, transfer and/or charge of an order is permitted without the prior written consent of the other party. The Supplier agrees to assign to O-I the benefit of any warranties or guarantees affecting the Goods that the Supplier is granted by third parties. The Supplier must not sub-contract the provision of any Goods and/or Services without O-I's express prior written consent. The Supplier will remain liable to O-I for the provision of any Goods and/or Services under any order notwithstanding any such sub-contracting.

10.4 No delay or waiver by O-I in exercising its rights under or in connection with these Terms on one or more occasions shall be relied upon on subsequent occasions or shall limit or restrict the future exercise or enforceability of the O-I rights in question. O-I shall have the right to set off its claims and the

claims of other O-I group companies against the claims of the Supplier.

10.5 Any change to an order shall be effective only if in writing and signed by O-I. This shall also apply to any change in, and waiver of, this requirement that changes should be in writing.

10.6 If any of the Terms or part thereof is or becomes invalid, the validity of the remaining provisions shall remain unaffected thereby. The parties shall substitute for the invalid provision a new provision which serves the economic purpose of the invalid provision to the furthest possible extent.

10.7 The relationship between each O-I group company and the Supplier to which these Terms apply shall constitute separate binding contracts between the relevant O-I group company and the Supplier.

11. **GOVERNING LAW AND JURISDICTION**

11.1 Unless otherwise specified, the order and the contractual relationship between O-I and the Supplier shall be governed by the law of the country in which the order requires the Goods to be delivered or the Services to be rendered. The United Nations Convention on the International Sale of Goods (CISG) as well as the Uniform Laws on the International Sale of Goods and on the Formation of Contracts for such sales shall be inapplicable.

11.2 The non-exclusive place of jurisdiction for any dispute arising in respect of an order shall be the courts of the country in which the order requires the Goods to be delivered or the Services to be rendered.

11.3 "Applicable Laws" means all regional, national and international laws, regulations and standards applying to the person or circumstances in question including standards imposed by or notices issued by any governmental or regulatory authority and all generally applicable industry and self-regulatory standards.