

PURCHASING GENERAL TERMS AND CONDITIONS

- 1. GENERAL**
- 1.1 These general terms and conditions of purchase ("GTP") apply to all orders issued in writing by the company of the APARGROUP specified at the bottom of each page ("Aptar") in order to purchase any products ("Product(s)") and/or services ("Service(s)") from any of its suppliers ("Supplier"). The GTP shall prevail over all terms and conditions of sale or any document unilaterally transmitted by the Supplier, deviating from or contrary to the GTP and not expressly accepted by Aptar in writing.
- 1.2 Any failure or delay to exercise any right or remedy under the GTP or by law shall not be deemed as a waiver by Aptar of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy.
- 1.3 If any court or competent authority finds that any provision of the GTP (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GTP shall not be affected.
- 2. ORDERS**
- 2.1 All orders shall be issued by Aptar in the form of a purchase order, irrespective of the method of transmission (by letter or fax, or via email or the Internet) ("Order").
- 2.2 The Order comprises but is not limited to: (i) the special terms and conditions of the Order, (ii) the technical terms and conditions or the specifications of the Order ("Specifications") where applicable, (iii) these GTP and (iv) any appendices. In the event of any discrepancies between the provisions of one or more documents comprising the Order, the order of priority is as set out above.
- 2.3 The Supplier shall acknowledge receipt of the Order issued by Aptar within twenty-four (24) hours if not, the Order will be considered accepted. Any modification made to the Order by the Supplier shall not be binding upon Aptar unless expressly agreed between the parties. Furthermore, until the Supplier has acknowledged receipt of the Order, Aptar reserves the right to modify it.
- 3. DELIVERY / SHIPPING DOCUMENTS**
- 3.1 Incoterm
Unless stipulated otherwise, purchases of Products are DAP (ICC Incoterms 2010) at the address stated in the Order.
- 3.2 Delivery time
The Supplier shall deliver the Products or make them available and perform the Services within the time limits stated in the Order or, where applicable, in the Specifications. Time is of the essence.
Delivery of the Products shall occur when the Supplier completes its delivery obligations in accordance under the Incoterm set out in clause 3.1.
- 3.3 Quantities delivered
The quantities of Products delivered must comply with those stated in the Order or, where applicable, in the Specifications.
- 3.4 Shipping documents
All deliveries of Products should be accompanied by a document ("Delivery Note") stating the Order number, Product description, Product Aptar code, the quantity delivered and the amount outstanding to be delivered later. The Delivery Note should also contain any information usually indicated for the relevant Product. Any Product delivery or any provision of Service should also be accompanied by any other document mentioned in the Specifications and/or required by the applicable laws and regulations.
- 3.5 Failure to meet delivery deadlines
As soon as the Supplier is aware of a risk of delay in the delivery of the Products or in the performance of the Services, the Supplier shall inform Aptar of this immediately. Without prejudice to any other rights to claim damages or to enforce any other remedy provided by law, if delivery of the Products or performance of the Services is not made in the quantities and/or within the required time, Aptar, after having, as deemed appropriate, granted to Supplier an additional reasonable time for delivery of the Product or performance of the Services, reserves the right to: (i) require the Supplier to pay to Aptar on demand as liquidated damages 0.5% of the Order value per day of delay up to a total of 10% of the total value of the Order; the parties agree that the liquidated damages are a genuine negotiated pre-estimate of Aptar's loss resulting from delay in delivery of the Products or in performance of the Services and will not be regarded as penalty provisions; the Supplier waives any right to question or challenge the validity of the obligation to pay the liquidated damages, and/or (ii) to cancel the Order, in whole or in part, and/or (iii) to procure goods or have the services provided by another supplier at the expense and risk of the Supplier. If, in order to limit the delay, delivery is made by a faster means of transport, its extra cost shall be borne by the Supplier. All of the sums due by the Supplier due to failure to meet the delivery deadlines shall be recovered by Aptar by any legal means. The above provision apply in the same way as in the event of failure to meet delivery deadlines for replacement Products or re-performing non-conforming Services in accordance with article 8.1 below. No early delivery will be accepted without Aptar's express and prior agreement.
- 4. PRICES / INVOICING / PAYMENT TERMS**
- 4.1 Prices
Unless agreed otherwise, the prices indicated in the Order are fixed and cannot be revised. Unless stated otherwise, prices are free of tax but include all packaging and shipping costs and expenses, import taxes and customs clearances.
- 4.2 Invoicing
The Supplier will be entitled to invoice Aptar for the Products and Services following delivery of the Products or performance of the Services. Each invoice shall be sent in one single copy to the Aptar invoicing address that appears on the Order and shall contain the Supplier's bank account details. Invoices shall be issued in the currency of the Order. In the event that the purchase concerns Services performed in several stages, each stage will lead to the issue of an invoice.
- 4.3 Payment Terms
Unless agreed otherwise, Aptar shall pay all undisputed invoices within the deadlines established in each Order. Payment is made by bank transfer. Payment for the Products delivered or Services performed hereunder shall not constitute an acceptance of those Products or Services.
- 5. PRODUCT, SERVICE, PACKAGING AND LABELLING COMPLIANCE**
- 5.1 Product and Service Compliance
The Products delivered or Services performed should strictly comply with the Order and/or the Specifications. Approval of initial samples by Aptar does not release the Supplier from its liability concerning the Products delivered. Any modification to the Products or Services, even minor, with respect to the Specifications shall be the subject of a written agreement between the parties. This obligation of the Supplier to deliver Products or perform Services that comply with the Order and/or the Specifications does not release it from (i) a duty to provide advice on Products or Services in consideration of the use which the Products or Services in question are intended for, and (ii) a duty to provide information, particularly regarding the characteristics of the materials used and on the risks that they may present from a medical, environmental or industrial point of view.
- 5.2 Compliance of packaging, labelling, palletization and other logistical conditions
The Supplier is bound by the same duty of advice and information regarding packaging, labelling, and other logistical conditions as the one stipulated in article 5.1 above and all Products will be properly packed and secured so as to reach their destination in an undamaged condition.
- 5.3 Compliance with laws and regulations
The Products and Services delivered shall comply with the legal and regulatory requirements in force in the country for which they are intended, as well as European and international requirements. Furthermore, the Supplier undertakes to carry out, at its own expense, all formalities and obligations imposed by regulation EC 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"). The Supplier also undertakes to ensure that its own suppliers, when applicable, comply with this REACH Regulation. In the event of failure to comply with the formalities required by the REACH Regulation, the Supplier undertakes to indemnify any damage that may result for Aptar from this failure.
Moreover, the Supplier warrants to Aptar that the Products delivered do not contain any "Conflict Minerals" (as defined below) and that no Conflict Minerals are required for the Product to function and for it to be produced. The Supplier pledges to hand over to Aptar all documents attesting of this warranty upon Aptar's request. The Supplier is expected to (i) immediately inform Aptar in writing if it knows or if it has reason to believe that the current terms have been breached and (ii) remedy such non-compliance in a timely manner. In the event of a breach of these terms by the Supplier, Aptar will be entitled to terminate the Order with immediate effect without any payment of compensation or any damages caused to the Supplier by such termination. "Conflict Minerals" refer to columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten) or any other mineral or any of its derivatives the exploitation and trade of which has been deemed to finance conflicts in the Democratic Republic of the Congo or its neighboring countries by the U.S. Secretary of State.
Supplier shall not supply any aluminum or steel articles, components, or derivative products that are smelted, melted, cast, or poured in Russia, or that incorporate any primary aluminum or steel originating from Russia, as defined under Section 232 of the Trade Expansion Act of 1962 and related Presidential Proclamations. Supplier shall provide Aptar, within 5 business days of request, complete and accurate documentation evidencing the country of smelt and cast for aluminum and melt and pour for steel, including certifications from upstream producers. Supplier shall maintain such records for at least 7 years and make them available for audit upon Aptar's request. Supplier represents and warrants that all goods supplied under this Order comply with Section 232 requirements and do not contain any aluminum or steel smelted, melted, cast, or poured in Russia. Supplier shall indemnify, defend, and hold harmless Aptar, its affiliates, officers, and employees from and against any and all losses, liabilities, costs, damages, penalties, import restrictions, duties, tariffs, and other expenses including attorneys' fees arising out of or related to (a) Supplier's failure to comply with Section 232 requirements, (b) Supplier's use of Russian-origin aluminum or steel, or (c) inaccurate or incomplete documentation provided by Supplier. This indemnity obligation shall survive termination or expiration of the Order.
- 5.4 Inspections
The Supplier shall, at any time, be able to provide Aptar with supporting documents to certify the preventive and corrective inspection measures implemented on its sites to warrant compliance of the Products and Services with the Specifications the applicable law and regulations and the article 13 below.
Subject to reasonable notice and during normal business hours, Aptar or any person authorized by it may visit the Supplier's premises and conduct any inspection or test in order to ensure compliance with the Specifications, the applicable law and regulations and the article 13 below. The inspections conducted will not in any case release the Supplier from its liability, as stipulated in article 8 below.
- 6. ACCEPTANCE OF THE SUPPLIES / REFUSAL OF DELIVERY**
- 6.1 Acceptance
Any inspection or acceptance of the Products or Services shall not waive Aptar's right to subsequently reject or revoke acceptance of such Products or Services for non-conformity with the Order and/or the Specifications.
- 6.2 Refusal of delivery
Aptar reserves the right to cancel and/or refuse any delivery that does not comply with the Order and/or the Specifications, notwithstanding whether the non-conformity is quantitative or qualitative in origin. The Supplier shall take back the Products refused by Aptar at its own expense and within one (1) month from the date of notification of the non-conformity. Aptar is entitled to withhold payment for the Products or Services which do not comply with the Order and/or Specifications until the Products are replaced, the Services are made compliant or the Supplier issues a credit note.
- 7. TRANSFER OF TITLE AND RISK**
- 7.1 The title to the Products shall pass to Aptar upon delivery of the Products. Any retention of ownership clause that is directly or indirectly intended to subject the transfer of ownership of the Products in any way to payment of all or part of the price is unenforceable against Aptar.
- 7.2 Subject to the conditions stated in the Order, the transfer of risk will pass from the Supplier to Aptar upon the delivery of the Products to the named destination in the Order and according to the DAP (ICC Incoterm 2010).
- 8. WARRANTIES / INDEMNIFICATION / INSURANCE**
- 8.1 Supplier's warranties
The Supplier warrants upon delivery and for the period of thirty six (36) months from delivery that the Services, the Products or any parts thereof, their packaging, labelling, palletization and other logistical conditions:
- comply in every way with the Order and/or the Specifications;
- have been manufactured and/or marked and/or carried out in strict compliance with the applicable regulations;
- are free from material defects in design, material and workmanship;
- are fit for any purpose held out by the Supplier or made known to the Supplier expressly or by implication and in this respect Aptar relies on the Supplier's skill and judgment;
- do not and will not infringe the rights of any third parties (including, but not limited to, intellectual property rights).
The warranty period will be equal to the shelf life period of the Products when such shelf life is lower than 36 months from the date of delivery and provided that such shelf life period is specified in written in the packaging of each Product. In the event of non-conformity of the Services, the Products, the packaging or labelling or the palletization conditions with the Order and/or the Specifications and/or the regulations and in the event of any defect affecting the Services, the Products, their packaging and labelling, the Supplier shall, at Aptar's request, repair or replace the defective or non-conforming Products or re-perform the non-conforming Services within reasonable time as specified by Aptar or, if repair or replacement is not possible, immediately reimburse Aptar the full price of these Products or Services.
In the event that the Supplier is unwilling or unable to repair, replace or refund in the conditions described above, Aptar reserves the right to have the work that is necessary carried out at the Supplier's expense by another supplier. Article 8.1 does not prejudice the specific provisions regarding the warranty, the maintenance and after-sales service of certain categories of Products, such as molds, machines or equipment, which will be specified elsewhere.
- 8.2 Indemnification
In all cases, the Supplier shall indemnify, defend and hold harmless Aptar and any third party from and against any claims, losses, costs (on a full indemnity basis), damages, judgment, penalties expenses and liabilities of any kind (including attorney's fee) arising out of or alleged to arise out of:
- any action or claim from third parties, including those related to intellectual property rights, which can be exercised against it. Consequently, the Supplier will cover all expenses incurred by Aptar (including all legal and procedural expenses) as well as any form of financial consequences which can possibly result from a third party's actions such as an award of damages;
- the process of finding defects, substituting other products or services on for the Products or Services already ordered and/or to proceed with the removal or recall of the Products.
The Supplier acknowledges the discretionary power of Aptar's appreciation with regards to ordering a removal or a recall of a Product and to define the terms of this removal or recall. Under all circumstances and without prejudice to the applicable law, Aptar shall enforce any claim within a two (2) year period starting from (i) the action or claim from third party or (ii) the finding of the Products or Services' defects.
- 8.3 Insurance
The Supplier shall have taken out an insurance policy covering its liability, for direct or indirect damages that may be suffered by Aptar, and upon Aptar's request, the Supplier shall provide proof that it maintains the insurance as required hereunder. The Supplier shall have all insurance policies endorsed to waive the insurer's rights of subrogation against Aptar and its own insurers.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 The Supplier shall abstain from granting the use of or from using, for purposes other than the execution of the Order and outside the limits set by it, the intellectual property rights (particularly copyright, trademarks, patents and models) of Aptar, and particularly those attached to the Products, their packaging and labelling.
- 9.2 The Supplier undertakes to protect the intellectual property rights mentioned above and, in this respect, to ensure that its employees, representatives and agents do not infringe them. It also undertakes to immediately inform Aptar about any infringement or damage to these rights that may come to its knowledge and to provide it with any assistance in the context of a dispute related thereto.
- 10. PROVISION OF TOOLS AND RAW MATERIALS AND OTHER GOODS BY AP TAR**
- 10.1 All the designs, drawings, models, tools, raw materials or other goods necessary for manufacture of the Products or the performance of the Services (the "Goods") provided by Aptar shall remain, at all times, the exclusive property of Aptar and/or its customers and will be exclusively used for the manufacture of Products or the performance of Services. They must be identified as the exclusive property of Aptar and/or its customers and may not be retained by the Supplier for any reason whatsoever. Upon Aptar's request, the Goods shall be returned within the time limit stated in the request.
- 10.2 The Supplier alone shall bear all the risks pertaining to the Goods for the entire period during which they are made available. In this respect, it undertakes to use these Goods and to ensure that they are kept in the same conditions as its own goods. The Supplier expressly undertakes to have the Goods covered by an insurance policy for their replacement value.
- 11. CONFIDENTIALITY**
- 11.1 Aptar and the Supplier undertake, for the duration of their commercial relationship and for ten (10) years after termination thereof for any reason whatsoever, to keep absolutely confidential and not to disclose to any third party any information or materials of any kind, including but not limited to the Specifications and intellectual property rights. Each party must, upon the request of the other party and within the time specified, return all confidential information (particularly studies, drawings, designs, models and prototypes).
- 11.2 Each party's obligations under this clause 11 will not extend to confidential information which the recipient of the confidential information (the "Recipient") can prove: (i) has ceased to be secret without default on the Recipient's part; (ii) was already in the Recipient's possession prior to disclosure by or on behalf of the disclosing party; (iii) has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation; (iv) or at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.
- 12. ASSIGNMENT / SUBCONTRACTING**
- The Supplier shall not transfer, assign, charge, hold on trust for any person, deal and/or sub-contract all or part of its rights and obligations under the Order to any third party without Aptar's prior consent. If not, Aptar will have the right to cancel all or part of the Orders in progress.
- 13. BUSINESS CONDUCT / ETHICS / SUSTAINABLE DEVELOPMENT**
- 13.1 The Supplier hereby acknowledges having read and having full knowledge of the Sustainable Purchasing Charter available on the Aptar website and undertakes to comply and have its sub-contractors and/or suppliers comply with this Charter (<https://www.aptar.com/en-us/sustainability/vision-2030.html>).
- 13.2 The Supplier commits for itself and its sub-contractors to:
- respect the minimum applicable working age and abstain from using child labor or making use of any form of forced or obligatory labor; to provide its employees working conditions that meet the requirements regarding health and safety at work; to have appropriate and necessary safety program in place; to provide equal opportunity to all workers and ensure that no form of discrimination exists in its company or among its sub-contractors and/or suppliers; to obey all the labor laws that apply locally;
- comply with all environmental laws and regulations applicable to its production sites and methods; not use materials that are harmful to human health or the environment; reduce the discharges into the environment and the consumption of energy, water and any non-renewable natural resources;
- comply with the requirements of all applicable anti-bribery legislation both national and foreign, including the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act, and not make, promise, offer to make, accept or solicit any payment or transfer anything of value (directly or indirectly) to any (i) individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body who whether or not acting in its official capacity is in a position to influence, secure, or retain any business and/or provide any financial or other advantage to itself or Aptar;

- maintain accurate books of account and records in relation to the Order and at Aptar's request make them available for inspection.

13.3 To the extent the items or services contemplated by an Order are for use in connection with or in support of a contract supporting a U.S. Government end user, Supplier will abide by the requirements of 41 C.F.R. §§ 60-1.4, 60-1.7, 60-1.35(c), 60-300.5(a), 60-741.5(a), and 29 C.F.R. part 471, Appendix A to Subpart A, as updated from time to time. Among other requirements, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

13.4 Breach by the Supplier of the terms of this article 13 will be deemed a material breach and Aptar may immediately terminate the Order at any time with immediate effect and without payment of any compensation or other damages caused to the Supplier by such termination.

14. GOVERNING LAW / JURISDICTION

14.1 The GTP and all the contracts entered into in application of the GTP and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted under the law of the country of the registered office (or principal place of business) of the relevant Aptar purchasing entity, excluding its rules on conflict of laws. The Vienna Convention of 11 April 1980 on contracts for the international sale of goods shall not apply.

14.2 The courts in the place of the registered office of Aptar on the date of the Order will have exclusive jurisdiction to hear any disputes resulting from or related to the Order or the GTP, including in relation to any non-contractual obligations.

15. PROVISIONS FOR SUPPLIERS PERFORMING A CONTRACT SUPPORTING THE U.S. GOVERNMENT

To the extent the items or services contemplated by an Order are for use in connection with or in support of a contract supporting a U.S. Government end user, the GTP shall include and Supplier shall comply with, as applicable, the following Federal Acquisition Regulation ("FAR") clauses, as amended from time to time: (i) 52.203-6 (Restriction on Subcontractor Sales to the Government); (ii) 52.203-13 (Contractor Code of Business Ethics and Conduct); (iii) 52.203-17 (Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights); (iv) 52.203-19 (Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements); (v) 52.204-21 (Basic Safeguarding of Covered Contractor Information Systems); (vi) 52.204-23 (Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities); (vii) 52.204-25 (Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment); (viii) 52.222-50 (Combating Trafficking in Persons); (ix) 52.222-54, Employment Eligibility Verification (applies if the Order is a service contract performed in the United States); (x) 52.224-3 (Privacy Training) (applies when the Supplier accesses or operates a system of records or collects, processes or otherwise handles personally identifiable information in support of the U.S. Government); (xi) 52.232-40 (Providing Accelerated Payments to Small Business Contractors) (applies if Supplier is a small business concern); and (xii) 52.247-64 (Preference for Privately Owned U.S.-Flag Commercial Vessels). When any portion of performance of the Order in connection with or in support of a contract supporting a U.S. Government end user will occur in the United States, the following additional FAR clauses, as amended from time to time, may apply: (i) 52.219-8 (Utilization of Small Business Concerns) (applies if the Order offers further subcontracting opportunities); (ii) 52.222-21 (Prohibition of Segregated Facilities); (iii) 52.222-26 (Equal Opportunity); (iv) 52.222-35 (Equal Opportunity for Veterans); (v) 52.222-36 (Equal Opportunity for Workers with Disabilities); (vi) 52.222-37 (Employment Reports on Veterans); and (vii) 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act). Pursuant to FAR 52.209-6, Supplier represents that, as of the effective date of the Order, neither Supplier or its subcontractor(s), nor any of Supplier's or its subcontractor's respective principals, are debarred, suspended, or proposed for debarment by the U.S. Government. Pursuant to FAR 52.203-11 and FAR 52.203-12, Supplier certifies to the best of its knowledge and belief that no Federal appropriated funds have been or will be paid to any person influencing or attempting to influence an officer or employee of any U.S. agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Order. Supplier will negotiate with Aptar in good faith to make any revisions to the Order that may be necessary based on future modifications to Aptar's agreement(s) supporting the U.S. Government.