

GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES

These Conditions apply to and form an integral part of all requests for proposal, quotations and Purchase Orders. Customer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

1. DEFINITIONS

Agreement:	Has the meaning set forth in the frame agreement to which these Conditions are annexed to, if such was entered into by an entity of IVL and Supplier. If there is no such frame agreement, then Agreement refers to the Order, issued by the entity of IVL, together with any documents expressly incorporated therein.
Affiliate:	Any corporation or other entity which directly or indirectly controls, is controlled by, or is under common control with such party. An entity shall be deemed to "control" another entity if it has the power to direct or cause the direction of the management or policies of the other entity whether through ownership of voting securities or otherwise
Conditions:	These General Purchase Conditions for Goods and Services
Customer:	Beverage Plastics Limited
IVL:	The group of companies organizationally connected with Indorama Ventures Public Company Limited
Goods:	the products and all related documentation to be supplied as specified in the Purchase Order.
Order:	the purchase order issued by Customer or an entity of IVL including all related documentation
Services:	the services and/or all pertaining deliverables to be provided as specified in the Purchase Order
Supplier:	each person or entity that enters into an agreement with Customer

2. APPLICABILITY

- 2.1. These Conditions apply to all offers made by, orders placed by the Customer and agreements concluded with the Supplier.
- 2.2. Acceptance of Goods or Services delivered under the Agreement and/or a Purchase Order shall not constitute acceptance of any Supplier's terms and conditions. Performance of any part of a Purchase Order by Supplier will operate as Supplier's unconditional acceptance thereof.
- 2.3. If any provision of these Conditions is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of these Conditions shall not be affected. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar import, which reflects as closely as possible the intent of the original clause.

3. ORDERS AND CONFIRMATION

- 3.1. Orders and agreements shall only be binding if they have been issued or confirmed by Customer in writing.
- 3.2. Order confirmations must include the exact prices, the delivery time and, if applicable, all details not included in our order.
- 3.3. We shall specify the contract work exactly on the basis of the precisest possible information on quality and dimensions, etc. If the supplier has doubts about details of the contract work, he/it shall contact us immediately. Deviations from our specifications shall only be permitted if they have been approved by us in writing.

4. PRICES

- 4.1. Supplier shall deliver the Goods and/or perform the Services for the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax but (iii) inclusive of all other taxes, duties, levies, fees (including

license fees), charges and inclusive of all costs.

- 4.2. Unless otherwise agreed in the Purchase Order, Customer shall pay the amount invoiced by Supplier by bank transfer sixty (60) days after the end of the month of the date of receipt of an invoice, provided and to the extent that the invoice is correct and not disputed.
- 4.3. Customer may authorize any other entity of IVL to effect the payment due by Customer. Such payment shall discharge Customer from its respective payment obligation towards Supplier. In case an invoice is disputed, Supplier has no right to postpone its obligations. Customer has the right to set off amounts it owes to Supplier or any Affiliate of Supplier, against amounts which Supplier or any Affiliate of Supplier owes to Customer.
- 4.4. To the extent Services are supplied on a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and shall provide Customer access thereto.
- 4.5. Supplier shall send its invoices to Customer promptly after the delivery of Goods or provisions of Services are complete. Customer shall not be responsible for delayed payments in case Supplier does not submit timely invoices.
- 4.6. Unless otherwise agreed, consignments for which delivery has not been agreed with all costs paid to the place of receipt or place of consignment are to be dispatched in the most economical way. Each delivery to be charged upon dispatch.
- 4.7. Premiums for transport and breakage insurance may only be charged if this has been expressly agreed in writing.
- 4.8. The ORDER NUMBER must be stated on all communications, dispatch notifications and invoices. An immediate notification of dispatch is to be sent for all deliveries with details of the number of units and weight.

5. DELIVERY, DEFECTS AND WARRANTY

- 5.1. Unless explicitly agreed otherwise, the Goods shall be delivered according to Incoterm DDP site Customer.
- 5.2. Delivery shall be effected in adequate packaging. Costly and re-usable packaging shall be taken back by Supplier. Supplier shall timely provide Customer with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process and storage of the Goods and with all certificates of analysis/conformity as customarily supplied. If applicable, stored Customer's Goods will be redelivered in the original quantity, state, and condition.
- 5.3. Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Customer may have or obtain and shall extend to Customer and its customers.
- 5.4. Customer is entitled to reject any Goods, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of Supplier and without prejudice to Customer's right to compensation for the losses and damages suffered as a result of Supplier's noncompliance.
- 5.5. Supplier ensures that Customer or its nominee has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out. Inspection, testing, acceptance or payment does not release Supplier from its obligations and warranties.
- 5.6. Within a period of 2 years after the date of acceptance or the date of first operational use, whichever date is later, Supplier shall promptly repair or replace any and all Goods. Repaired or replaced Goods or parts will be warranted for another period of 2 years from the repair or replacement date. If requested, Supplier shall, as reasonably possible, leave these Goods in free use with Customer until Supplier has delivered Goods in replacement. The warranty period shall be extended by any period(s) during which the Goods have been out of operation.
- 5.7. Unless otherwise agreed, orders for materials or parts and elements of machinery and equipment shall be executed in accordance with German Industry Standards (DIN).

6. TRANSFER OF TITLE

- 6.1. The title of the Goods and deliverables of the Services shall pass to Customer upon delivery at the delivery point as stated in the Agreement. If Goods or deliverables of the Services are received by Customer in phases or under agreed milestones (e.g. linked to Customer's payment percentage), each phase or milestone shall be considered as a separate delivery and

the title of such (semi-finished) Goods or (partial) delivery of Services, shall pass to Customer. The title and risk of Goods under a rental service agreement remain with Supplier.

- 6.2. The title of stored Customer's Goods under a warehousing agreement remains with Customer. The risk of such Goods is transferred to Supplier at acceptance of the Goods and ends after delivery of these Goods to Customer.
- 6.3. Supplier shall identifiably store any raw materials and semi-finished goods allocated for the manufacture and or production of the deliverables and the finished deliverable itself. The risk of such goods remains with Supplier until acceptance thereof.
- 6.4.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

- 7.1. Any and all information, property or materials disclosed to Supplier remains the property of Customer. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Customer or any of its Affiliates, unless prior obtained written consent of Customer. Any authorized use of Customer's trademark, trade name, domain name, patent, design, copyright, or other intellectual property right shall be strictly in accordance with the instructions of Customer and for the purposes specified.
- 7.2. Supplier warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.
- 7.3. If Supplier manufactures Goods and/or provides Services pursuant to instructions of Customer, and unless expressly otherwise accepted in writing between the parties, Supplier hereby assigns to Customer, by way of present and future assignment, all intellectual property rights, know-how, copyrights and other items (inventions, drawings, feasibility studies, software (including source codes, sub-software and documentation), etc.) related to such Goods and/or Services developed by or on behalf of Supplier. Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights.
- 7.4. Intellectual property rights to software not developed explicitly for Customer or on Customer's instructions shall remain with Supplier and Supplier shall grant Customer a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license not limited to specific equipment or location. Customer is allowed to provide sub-licenses to other IVL companies.
- 8.
- 8.1. **CONFIDENTIALITY**
Any and all information provided by or on behalf of Customer shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Customer and reasonably cooperate with Customer should it seek to obtain a protective order. Supplier shall upon demand promptly return to Customer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. Supplier or its employees will sign a confidentiality agreement upon request.

9. COMPLIANCE

- 9.1. Supplier complies with all applicable laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including, but not limited to, all applicable regulations relating to (i) anti-bribery and anticorruption and (ii) international trade, such as, but not limited to, embargos, import and export control, sanctioned party lists and internal accident prevention regulations - especially those of the chemical industry - and recognized safety and health rules and regulations as well as general and specific internal rules and regulations, especially those relating to the ban on smoking and alcohol. Supplier confirms that it will not export or reexport any Goods and/or Services to Customer, directly or indirectly, to (i) any countries that are subject to comprehensive U.K. Export or banned party restrictions and/or restrictions imposed by the EU (currently including, but not necessarily limited to Cuba, Iran, North Korea, Sudan, Syria or other restricted regions); (ii) any end user who it knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; and/or (iii) any end user who has been prohibited from participating in U.K. export or other transactions by any Department of the U.K. Government, including such parties listed on the U.K. Banned Parties List, SDN List, and/or by the EU Council ("Compliance Requirements").

- 9.2. Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including the right to grant Customer intellectual property right(s) and that Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligations and will immediately notify Customer of any legal restrictions.
10. **SUSTAINABILITY AND RESPONSIBLE RESOURCING POLICY**
- 10.1. IVL's five values (customer, difference, change, diversity, responsible), as determined in the Corporate Governance Manual, are essential to IVL in creating sustainable value. Supplier agrees to use its best efforts to comply with the Corporate Governance Manual as well as with the Supplier Responsible Sourcing policy which can be found at the IVL website <https://www.indoramaventures.com/storage/downloads/governance/cg-manual/english/index.html> and <https://www.indoramaventures.com/storage/downloads/governance/code-of-conduct/suppliers/ivl-responsible-sourcing-policy.pdf>.
- 10.2. Supplier shall comply with and act in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Customer site, comply with site and site access regulations as well as IVL (network) security regulations. Supplier must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Customer and/or English, in order to work in a safe, healthy and environmentally responsible manner. Customer may audit these aspects of this Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident. Supplier shall, under supervision of IVL, immediately take all measures to clean up, isolate or prevent pollution resulting from such an incident.
11. **DATA PRIVACY**
- 11.1. Unless agreed otherwise in writing, both Customer and Supplier may Process Personal Data received from the other party in connection with the performance of the Purchase Order, thereby independently determining the purposes and means of the Processing and acting as Data Controller. Both Customer and Supplier shall act in compliance with applicable (inter)national data protection laws, rules and regulations when Processing Personal Data and when carrying out their obligations under the Purchase Order. Supplier expressly warrants neither to process any Customer's Personal Data nor those of its suppliers on Customer's behalf, before entering into a data processing agreement with Customer nor to involve any subcontractors in Processing any such Personal Data without its prior written consent and instructions. Personal Data means If authorized representatives of suppliers work in our Company for the execution of an order, the suppliers in question shall ensure that the aforesaid persons comply with the relevant statutory, Our building site and assembly rules and regulations constitute an additional component of these General Terms and Conditions of Purchase any information relating to an identified or identifiable individual; Processing (and its declinations) means any operation that is performed on Personal Data, whether or not by automated means, such as collection, recording, storage, organization, alteration, use, disclosure, transmission or deletion of Personal Data
- 11.2. Supplier shall immediately notify the Customer of any events relevant to safety, data breach or security of its systems including known, threatened or potential threats to data security. For the sake of clarity, this notably applies to security incidents and data security breaches (ie. the destruction, loss, alteration, unauthorized disclosure of, or access to, data) which may have an impact on this Agreement. Until complete resolution, the Supplier shall (i) regularly report to the Customer on such security event's handling (suspected root cause, impacted systems and data, mitigation measures, etc.), and (ii) shall implement its incident response plan and all other necessary remedial measures.
12. **Controlled changes**
- 12.1. The implementation of any and all changes of and/or improvements related to the Goods and/or (performance of the) Services including (business) processes, (raw) materials (including supply source) and/or any other changes that might affect the specifications of the Goods and/or the Services require the prior written approval of Customer. Supplier will provide Customer at least ninety (90) days written notice of such changes and will enable Customer to control and test the Goods.

13. INDEMNIFICATION, LIABILITY AND INSURANCE

- 13.1. Supplier shall be liable for and hold IVL and Customer and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of Supplier's Goods by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, except to the extent that this is caused by Customer's willful misconduct or gross negligence.
- 13.2. Supplier is fully liable for the correct and timely payment of all taxes and levies owed in connection with the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the Government.
- 13.3. In no event shall Customer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Agreement.
- 13.4. The Supplier shall maintain insurance policies in amounts to cover the risks resulting from or connected with the Agreement. All insurance must be obtained by Supplier from reputable and solvent insurance companies. At the request of the Customer, Supplier will provide the insurance certificates evidencing Supplier's coverage and keep Customer informed of any changes.
14. **FORCE MAJEURE**
- 14.1. Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent fulfillment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not from its area of accountability and not reasonably foreseeable including but not limited to accidents, acts of God, acts and omissions of any governmental authority, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining (or the inability to obtain) labor, materials or services through such party's usual sources at normal prices, riots, embargoes, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfill its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure.
- 14.2. In case an event of Force Majeure continues for more than 30 days, Customer is entitled to (partly) terminate or cancel the Agreement by written notice. Customer may purchase similar Goods and/or Services from third parties during any period Supplier is unable to fulfill its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes.
- 14.3. The Customer is entitled to, at its sole option, cancel any Order or any part thereof without any charge or penalty and/or obtain the Products covered by the Order from other sources for the duration of the Seller's inability to perform due to the occurrence or an event of force majeure and to reduce the quantity of the Products specified in any Order without charge or penalty.
15. **CANCELLATION AND TERMINATION**
- 15.1. Customer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or a substantial part of its business, is subject of a court order or preventative legal scheme of settlement, (ii) in case of noncompliance with the Compliance Requirements or the provisions of safety, health, environment and security, (iii) in case of not approved changes pursuant to article 10, (iv) Supplier's breach of the Agreement that goes uncured within thirty (30) days of receiving notice of said breach, or (v) Customer has declared Force Majeure. After such termination Customer may return received Goods and/or Services in whole or partly against repayment and re transfer of ownership therein to Supplier.
- 15.2. Customer has the right at any time by giving notice in writing to the Seller to terminate the

Agreement forthwith for any reason.

16. MISCELLANEOUS

- 16.1. Failure by either party to require strict performance by the other party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.
- 16.2. Supplier shall not assign the Agreement in whole or in part without Customer's written consent. Such consent shall not relieve Supplier from, and shall be subject to compliance with, any of the obligations under the Agreement. Customer is entitled to assign this Agreement or any part thereof to any IVL Group Company on prompt notice to Supplier.
- 16.3. Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture or employment relation between the parties.
- 16.4. During a pending dispute, neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.
- 16.5. Any mention of Customer's company name in business letters, customer lists, advertising material and any other publications for advertising purposes is only permitted with written consent of the Customer.
- 16.6. Rights and obligations arising from the order and its execution may only be assigned with only written consent of the Customer.
- 16.7. Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
- 16.8. These Conditions shall be construed and interpreted pursuant to the substantive laws of France. The United Nations Convention on Contracts of the International Sale of Goods (CISG) shall not apply. The parties agree that any suits, actions or proceedings that may be instituted by any party shall be submitted to the competent Commercial Court of the registered office of the Customer, without restricting any rights of appeal.