

**GRAPHIC PACKAGING INTERNATIONAL CANADA, ULC**  
**GENERAL TERMS AND CONDITIONS**

In the following General Terms and Conditions, Graphic Packaging International Canada, ULC is referred to as "Buyer" and the addressee named herein is referred to as "Seller".

Acknowledgement, shipment or performance of any part of this Purchase Order will constitute acceptance by Seller of all Terms and Conditions hereof, including all documents incorporated herein by reference, without reservation, and shall constitute the entire agreement between the parties superseding all prior agreements relating to the subject matter hereof. Buyer hereby specifically objects to any alteration of this Purchase Order or to any additional or different terms or conditions set forth in any communication from Seller. In the event of any inconsistency between these General Terms and Conditions and those elsewhere set forth herein or any supplemental conditions attached hereto, the face or such supplemental conditions shall prevail.

**SECTION 1: CHANGES AND TERMINATION:** Buyer may by written Change Order make any changes in this Purchase Order, including additions to or deletions from the quantities of items or services ordered or in the designs, specifications, or delivery schedules, but no additional charge will be allowed unless authorized in writing by Buyer. If any such change affects the delivery schedule or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment. Buyer may at any time, by written Change Order, terminate this Purchase Order as to all or any portion of the items then not shipped or services not performed, subject to any equitable adjustment between the parties as to any work or materials then in progress, provided that such adjustment shall not include any amount for anticipatory profits nor any costs with respect to any items which are Seller's standard stock. Any exchange of information or advice between the parties shall not authorize Seller to change the items or services purchased hereunder or the provisions of the Purchase Order unless incorporated as a written Change Order in accordance with this section.

If Seller is in default in delivery or otherwise or has breached any terms or conditions of this Purchase Order, Buyer may terminate this Purchase Order in whole or in part without any adjustment and, in addition to any other remedy provided by law, may procure items or services, similar to those as to which this Purchase Order is terminated and Seller shall be liable to Buyer for any costs for such similar items or services in excess of the price or prices specified herein, provided, however, that Seller shall continue the performance of this Purchase Order to the extent not terminated by Buyer.

**SECTION 2: INSPECTION:** Buyer shall have the right, but not the obligation, to inspect, either upon receipt or, upon reasonable notice, at any location, all items and services or work in process and to reject those which do not conform to Buyer's specifications, or if not so specified, which do not conform to standard specifications. All costs incurred and damages sustained by Buyer as a result of rejections made under the provisions hereof shall be for Seller's account and Buyer may make returns to Seller at Seller's expense. No such inspection by Buyer shall in any manner affect any of the warranties of Seller or constitute a waiver of any of Buyer's rights hereunder or otherwise, and all items and services are subject to Buyer's inspection and right to reject notwithstanding prior payment.

**SECTION 3: INDEMNITY:**

A. Seller shall indemnify, defend, protect and hold harmless Buyer, its employees, agents, servants, successors and assigns from and against any and all losses, damages, injuries, claims, demands, expenses, including legal fees and expenses, of whatever nature, arising out of the condition (including, but not limited to, latent and other defects and whether or not discoverable by it) of any item sold to Buyer under this Purchase Order, or arising out of acts or omissions of Seller in performance of its obligations hereunder, or arising out of the performance of any services by or on behalf of Seller for Buyer resulting in injuries to or death of any person or persons or damage to any property occasioned by acts or omissions of Seller, its officers, employees, agents or subcontractors, whether or not negligent, except when due to the sole negligence of Buyer. B. Seller shall indemnify, defend, protect and hold harmless Buyer, its employees, agents, servants, successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of infringement or claim of infringement of any patent rights, trademark, tradename or copyright based on the sale, purchase or use of the items or services covered by this Purchase Order. Seller further agrees without in any way limiting any other remedies Buyer, its successors and assigns might have against Seller, that in the event of any such claim, and if required by Buyer, Seller shall at its expense and at no cost to the Buyer do one of the following:

1. Procure for Buyer the right of license to use and continue to use said items and/or services; or
2. Replace said items or services with non-infringing items and/or services of like or superior kind, productivity, efficiency, quality and value; or
3. Modify said items and/or services so as to become non-infringing. Should the items and/or services be modified, as provided herein, such modification shall not reduce the usefulness or productivity of same.

**SECTION 4: WARRANTIES:**

A. Seller expressly warrants that title to all items sold to Buyer under this Purchase Order or services performed by or on behalf of Seller for Buyer under this Purchase Order will pass to Buyer upon delivery to Buyer free and clear of all liens, claims, security interests or encumbrances and that no materials, equipment or supplies incorporated into any items sold to Buyer or any services hereunder performed by or on behalf of Seller for Buyer hereunder will have been acquired by Seller subject to an agreement under which any interest therein or any encumbrance thereon is retained by the Seller thereof which will survive delivery to the Buyer.

B. Seller expressly warrants that all items sold to Buyer hereunder and all services performed by or on behalf of Seller for Buyer hereunder shall conform to the specifications included or incorporated in this Purchase Order and that all items sold to Buyer hereunder shall be fit and sufficient for the purpose intended if Seller knows or has reason to know the intended use, of merchantable quality, and new and free from defects in materials or workmanship for a period of one (1) year from the date of delivery or completion of installation whichever is later. Seller further warrants that all work performed hereunder shall be free from all defects or workmanship and material for a period of one (1) year from date of acceptance of such work by Buyer. All warranties shall survive inspections, test and acceptance by Buyer, and Seller's obligations under these warranties shall not be affected by inspection, test, acceptance or use. If any such items or services are manufactured or provided by others than the Seller, Seller shall, in addition to the warranties of same made by Seller as above provided, transfer and assign such warranties of the manufacturer or provider to Buyer. Seller agrees to replace or correct defects in any such items or services not conforming to the foregoing warranties made by it promptly, without expense to Buyer, upon notice by Buyer. In the event of failure by Seller to correct defects in or replace nonconforming items or services promptly, Buyer, after reasonable notice to Seller, may make such correction or replacement and charge Seller for the costs incurred by the Buyer thereby.

**SECTION 5: DATA PRIVACY:**

A. If Seller receives, has possession or custody of, access to, or control over, any Personal Information then Seller represents and warrants that the following are true and correct as of the date of issuance of this Purchase Order and will remain true and correct during the term of these General Terms and Conditions and beyond these General Terms and Conditions expiration or earlier termination and certifies that Seller understands and will comply with the following:

1. Seller is acting solely as a Service Provider with respect to Personal Information, and Buyer has the exclusive authority to determine the purposes for and means of Processing the Personal Information.
  2. Seller will not Sell any Personal Information.
  3. Seller will not collect, retain, use, disclose or otherwise Process any of the Personal Information (1) for any purpose (including a commercial purpose) other than for the specific purpose of performing the services or providing the items sold to Buyer hereunder or (2) outside of the direct business relationship between Seller and Buyer.
  4. Seller will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information.
  5. Seller has a privacy program and related policies in place that address how Personal Information is collected, used, shared and otherwise Processed and;
  6. Seller will, upon Buyer's request, or as otherwise provided by law, promptly delete any Personal Information from its records and direct any relevant agents, consultants or contractors to delete such Personal Information from their records.
- B. Seller will promptly notify Buyer in writing of any requests it receives from individuals with respect to Personal Information, including requests to access, delete, or change Personal Information. Seller will cooperate with and assist Buyer in responding to and fulfilling such requests. In addition, Seller will promptly notify Buyer in writing of any inquiries Seller receives regarding Buyer's privacy practices.
- C. The following terms have the following meanings:

1. "Personal Information" means information Buyer (directly or indirectly, including through another party) shares with Seller, discloses to Seller, allows Seller to access, or provides Seller access to, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as "Personal Information" may otherwise be defined by law.
  2. "Processing" means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means.
  3. "Sell" means the exchange of Personal Information for monetary consideration, or as otherwise defined in provincial or federal law, as applicable.
  4. "Service Provider" means a legal entity that Processes Personal Information on behalf of Buyer and to which Buyer discloses Personal Information for a business purpose.
- D. The representations and warranties in this Section 5 are in addition to all other express or implied warranties made by Seller, and such other express or implied warranties run to the benefit of and create direct rights of enforcement in Buyer. All such representations and warranties are without limit and without regard to the origin of the standards, drawings, designs or descriptions associated with this General Terms and Conditions.

**SECTION 6: PASSAGE OF TITLE:** Title to all items sold to Buyer hereunder and all services performed by or on behalf of Seller for Buyer hereunder shall pass to the Buyer upon delivery of same by Seller to Buyer DPU Buyer's plant designated by Buyer on the face hereof (Incoterms 2020). All risk of loss or damage to said items and services prior to such delivery shall fall upon Seller and if items purchased hereunder are of an explosive, inflammable, toxic or otherwise dangerous nature, Seller shall defend and hold Buyer harmless against any claims asserted against Buyer on account of any personal injury or property damages caused by such materials, or by the transportation thereof, prior to the completion of unloading at Buyer's plant.

**SECTION 7: SHIPMENT AND DELIVERY:** Time is of the essence of this Purchase Order. Therefore, Seller agrees to deliver all items sold to Buyer hereunder and all services to be performed by or on behalf of Seller for Buyer hereunder on or prior to the date designated by Buyer on the face hereof and if any shipment or delivery is made which is not in all respects in accord with this Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Order as repudiated by Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law. Seller will ship said items and perform said services in a manner consistent with general industry practice so as to minimize any damage to said items while in transit. The Purchase Order number designated by Buyer on the face hereof must appear on all invoices, packing lists, packages, cartons, containers and crates as regards each shipment made pursuant to this Purchase Order. Buyer is not responsible for any charge for packing, boxing, storage or cartage.

**SECTION 8: INDEPENDENT CONTRACTOR:** Seller agrees that in the performance of this Purchase Order, Seller shall act as an independent contractor and all of its agents, and employees, and agents and employees of its subcontractors, shall be subject solely to the control, supervisions and authority of Seller.

**SECTION 9: FORCE MAJEURE:** Neither party shall be liable for delay in its performance of its obligations and responsibilities under this Purchase Order due to causes beyond its control such as, but not limited to, war, embargo, national emergency, insurrection or riots, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Seller should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such items. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries hereunder wholly or in part.

**SECTION 10: INSURANCE:**

A. **Minimum General Requirements.** Unless agreed to otherwise in writing by Buyer, at a minimum, Seller and all of its subcontractors, vendors and/or consultants shall procure and maintain the following insurance:

- (i) Worker's Compensation coverage in accordance with statutory requirements in all jurisdictions where Seller operates and Employers' Liability insurance in the amount of \$500,000 per occurrence.
- (ii) Commercial General Liability – (Including Contractual, Products, Completed Operations, Personal & Advertising Injury) – \$1,000,000 per occurrence Combined Single Limit.
- (iii) Automobile Liability – \$1,000,000 per occurrence Combined Single Limit.

B. **Seller Specific Requirements.** Seller and all of its subcontractors, vendors and/or consultants may also be required to procure and maintain additional insurance, including, but not limited to additional types of insurance and greater limits of insurance agreed to by Seller during Buyer's vendor registration and approval process on the Graphic Packaging Supplier Registration Portal at: <https://ww6.austintetra.com/graphicpackaging/registration/> ("Vendor Registration"). These agreed upon insurance requirements are evidenced and verified by the certificates of insurance provided by Seller to Buyer as required by Vendor Registration, which requirements and certificates are incorporated herein by reference.

C. **Requirements for All Policies.** Seller and all of its subcontractors, vendors and/or consultants shall deliver to Buyer, prior to commencement of services or the sale of items and upon renewal of policies, evidence of the required workers compensation coverage as well as certificates of insurance evidencing the required limits and containing the following language: "Graphic Packaging International Canada, ULC, its parent, subsidiaries, affiliates are listed as Additional Insured on all policies, except Workers' Compensation, Employers' Liability and Professional Liability." Where permitted by law, all policies shall also include a waiver of subrogation in favor of Buyer; state that all policies of the Seller and its subcontractors, vendors and/or consultants shall be primary and any insurance carried by Buyer shall be excess and non-contributory. Seller shall not commence any legal proceedings or otherwise seek to recover from or transfer to Buyer any claims costs under any provincial workers compensation plan. All policies shall be written by companies licensed in the jurisdiction where work shall be performed or items are produced and have a minimum AM Best Rating of "A-VII". The issuing company and/or the Seller shall endeavor to give Buyer at least thirty (30) days prior written notice of any cancellation or change in coverage, which adversely affects the rights and/or interests of Buyer.

**SECTION 11: LIEN WAIVERS:** Upon request of Buyer, Seller shall execute on behalf of itself and obtain from any of Seller's subcontractors, materialmen, mechanics, laborers, any other persons, firms, corporations or entities possessing any right to any lien under applicable law, interim or final affidavits and lien waivers for any performance or work done hereunder and for any items sold hereunder or services performed hereunder in exchange for interim or final payment for said items or services. Seller hereby agrees to promptly pay any lien and Seller shall indemnify, protect and hold harmless Buyer, its successors and assigns from all costs, expenses, including reasonable attorneys' fees, damages or claims arising out of any of Seller's subcontracts or disputes between Seller and if subcontractors or other said entities or from failure of Seller to promptly pay its subcontractor and other entities possessing any right to any lien.

**SECTION 12: COMPLIANCE WITH LAW:**

Seller will comply with all provisions of the *Hazardous Products Act, Controlled Products Regulations* R.S.C. 1985, c. H-3, SOR 88/66, and provincial legislation establishing and implementing the Workplace Hazardous Materials Information System (WHMIS) including Seller's obligation to furnish any applicable material safety data sheets, together with appropriate labels and employee training and instruction materials.

Seller will comply with requirements of all applicable federal, provincial and local laws, orders and regulations dealing with labour and employment standards, including wages and hours of work, and shall certify at time of delivery said compliance.

Seller shall not, under any circumstances, in connection with the work to be performed hereunder, cause or permit the discharge, emission, release, storage, disposal or transportation of any pollutant, hazardous contaminant, toxic or other controlled product or other hazardous substance or material in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by federal, provincial, or local authorities.

Seller further agrees to comply with any and all applicable federal, provincial and local laws, orders and regulations not specifically referenced herein.

**SECTION 13: SALES AND/OR USE TAXES:** Seller, as a contractor, will pay and be solely responsible for any and all sales and/or use taxes on all materials, supplies and equipment used in the furnishing of the items and/or services which are the subject of this Purchase Order and otherwise in the performance of Seller's obligations under this Purchase Order, all in accordance with applicable law. Unless otherwise provided herein, prices shown on this Purchase Order are deemed to include all taxes not expressly imposed by law on the Buyer of the items ordered hereunder.

**SECTION 14: SUSTAINABILITY GUIDELINES:** In performance of its obligations under these General Terms and Conditions, Seller agrees to comply with and require its employees, contractors and agents to comply with Buyer's Supplier Code of Conduct, as well as Buyer's policies, rules and directions regarding safety, security and appropriate conduct on Buyer's premises or delivery points and toward Buyer's employees. Buyer will provide its Supplier Code of Conduct to Seller upon request and will notify Seller of other applicable policies prior to any on-site services. Buyer's Supplier Code of Conduct may also be found at:

<https://www.graphicpkq.com/supplier-resources/>

**SECTION 15: COMPLETE AGREEMENT:** This Purchase Order, including the general terms and conditions hereof, represents the entire agreement between Seller and Buyer with respect to the items sold to Buyer under this Purchase Order and the performance of services by or on behalf of Seller for Buyer under this Purchase Order. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are superseded hereby. Any combination of counterparts executed by the parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the parties. The parties may electronically or manually sign the General Terms and Conditions or any amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing party(ies)."

**SECTION 16: GOVERNING LAW:** Seller and Buyer agree that the terms and provisions hereof shall be carried out and interpreted according to the laws of the Province in which the work is performed and the laws of Canada applicable therein.

**SECTION 17: CURRENCY:** Unless otherwise provided herein, all dollar amounts referred to in this Purchase Order are in lawful money of Canada.

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Accepted by: \_\_\_\_\_ / \_\_\_\_\_  
Authorized Signature Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_