

**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 otherwise the Order will cease to have effect. Any modification made to the Order by the Supplier shall not be binding upon Aptar unless expressly agreed between the parties in writing. 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 (as referred in International Chamber of Commerce Incoterms 2010) at Aptar location stated in the Order.

**3.2 Delivery time**

The Supplier shall deliver the Products or make them available and provide 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 with 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 granted to Supplier, as deemed appropriate, an additional reasonable time for delivery of the Products 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 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) cancel the Order, in whole or in part, and/or (iii) procure goods or have the services performed 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, shipping costs and expenses, import taxes and customs clearance.

**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 and 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, 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 REACH Regulation. In the event of failure to comply with the formalities required by 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 Mineral 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 neighbouring countries by the U.S. Secretary of State.

**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 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 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. Notwithstanding the foregoing in case the Supplier refuses to take back the rejected Products or Services within the above one (1) month period, Aptar shall be at liberty to deal with the Products and/or Services in a manner that it deems fit and the Supplier shall not raise any protest or demur against such action.

**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 incoterm.

**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 of satisfactory quality within the meaning of the Sale of Goods Act 1930;
- 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 Product or re-perform the non-conforming Services within reasonable time as specified by Aptar or, if repair or replacement is not possible within such time, 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 moulds, machines or equipment, which will be specified elsewhere.

#### **8.2 Indemnification**

In all cases, the Supplier shall indemnify, defend and hold harmless Aptar, its directors, officers and authorized representatives 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;
- breach of any warranties/covenants (including under article 13) made by the Supplier in terms of the GTP;
- the process of finding defects, substituting other products or services 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 to the extent permissible under 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 and at all times, maintain an insurance policy with a recognized agent 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 APTAR**

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. Upon termination of the commercial relationship hereunder, the Goods shall be returned within a period of three (3) days, without requirement of any request from Aptar.

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 or upon termination as above, 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 written consent, failing which 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 labour or making use of any form of forced or obligatory labour; 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 labour 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 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. ARBITRATION**

14.1 Parties shall endeavour to resolve all claims, disputes, questions or controversies involving them and arising out of or in connection with these GTP or the execution, interpretation, validity, performance or breach hereof (collectively "Dispute(s)") through amicable negotiation and conciliation.

14.2 Any Dispute, which is not settled by negotiation and conciliation, shall be resolved by final and binding arbitration. The arbitral tribunal shall consist of only 1 (one) arbitrator. Parties will jointly appoint one independent arbitrator to resolve the Dispute. The arbitration procedure shall be as follows:

i) *If Buyer is an Indian entity:*

- a. If Parties cannot agree on the appointment of a single arbitrator, the arbitrator shall be appointed by the competent court on the application made by any Party.
- b. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. All arbitration proceedings shall be conducted in the English Language and the venue of arbitration shall be Hyderabad, India. Subject to arbitration, courts in Hyderabad shall have exclusive jurisdiction on all matters arising out of these GTP.

ii) *If Buyer is not an Indian entity:*

- a. Any dispute involving foreign parties arising out of or in connection with these GTP, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.
  - b. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules.
- iii) The language of the arbitration shall be English.

### **15. GOVERNING LAW**

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.

The Supplier hereby acknowledges that he has read and understood the above terms and conditions and agrees to abide by the same.

Dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(Signature of Aptar)

(Signature of the Supplier)

Name of Supplier  
Designation of Supplier