

8.6 The CUSTOMER undertakes to inform its own customers, suppliers or contractors of the conditions and limits in respect of the use and storage of the PRODUCTS.

8.7 Subject to Article 10, SUPPLIER excludes any guarantee or warranty in respect of the components or materials provided by the CUSTOMER and shall not perform any quality checks prior to their use in manufacturing the PRODUCTS. Any components and materials provided by the CUSTOMER shall be deemed to be compliant with the CUSTOMER's requirements and with all applicable legislation and regulations and the CUSTOMER shall have sole responsibility to check such compliance.

8.8 Notwithstanding anything to the contrary in the GTS or any ORDER, prototypes, samples and other development products supplied by SUPPLIER are not for commercial use and are only made available "AS-IS". Subject to Article 10, SUPPLIER accepts no liability to the CUSTOMER in respect of any such prototypes, samples and other development products.

9. RECEIPT CONTROL – COMPLAINTS

9.1 All PRODUCTS shall be examined upon delivery by the CUSTOMER in order to check their compliance with an ACCEPTED ORDER and the SPECIFICATIONS. For PRODUCTS delivered by the SUPPLIER under a SUPPLIER quality assurance the provisions of the relevant SUPPLIER quality assurance contracts apply.

9.2 The CUSTOMER shall, within 3 calendar days after discovery, but not later than 21 calendar days of the date of delivery of the PRODUCTS, inform the SUPPLIER in writing of any non-compliance or defects of the PRODUCTS apparent on a reasonable inspection (or that would have been apparent on a reasonable inspection had it been carried out), without prejudice to any claim against the carriers, in accordance with Article 9.5 below. Failing any notification of a claim within such 21 calendar day period, the CUSTOMER shall be considered as having accepted delivery and the SUPPLIER shall, subject to Article 9.3, no longer be liable with respect to the non-compliance of the delivered PRODUCTS.

9.3 Subject to Article 9.4, in the event that delivered PRODUCTS prove non-compliant or defective for reasons that are not attributable to the CUSTOMER (or any third party acting on behalf of the CUSTOMER) and such non-compliances or defects could not have been apparent on reasonable inspection made in accordance with Article 9.1 ("HIDDEN DEFECTS"), the CUSTOMER shall immediately inform the SUPPLIER of its claims in that respect, at the latest within 3 business days following the discovery of the non-compliance or defects. Failing any claim within that 3 business day period, the SUPPLIER will no longer be held liable with respect to any non-compliance or defects of the delivered PRODUCTS that could not be observed upon such delivery.

9.4 The CUSTOMER agrees that, in respect of a HIDDEN DEFECT, the SUPPLIER shall have no liability to the CUSTOMER in respect of any claim relating to any non-compliance or defects of its PRODUCTS to the extent that such claim is brought on or after the date which is 365 days from the date of delivery. For the avoidance of doubt, the limitation period set out in this Article 9.4 shall in no way extend the 21 day limitation period set out in Article 9.2 in respect of non-compliance or defects which are not HIDDEN DEFECTS.

9.5 The CUSTOMER shall take all necessary measures as soon as it discovers a defect of PRODUCTS or non-compliance with the SPECIFICATIONS, including the possible immediate stoppage of its production, to limit any harmful consequences that such defect or non-compliance may have.

9.6 In case of any alleged non-compliance or defect of the PRODUCTS, the CUSTOMER shall provide to either the SUPPLIER's quality department or to the SUPPLIER's sales administration department, within 14 calendar days of its discovery, (i) complete and accurate details of the alleged non-compliance or defect (including by reference to the provisions of any quality agreements where applicable); (ii) all necessary information requested by the SUPPLIER, including traceability items, for the purposes of analysing the origin of the defect or non-compliance; and (iii) samples of such defective or non-compliant PRODUCTS. The SUPPLIER shall, acting reasonably and in good faith, determine whether the samples are defective or non-compliant without undue delay. The CUSTOMER may not return any PRODUCTS (other than the relevant samples referred to above) to the SUPPLIER unless a defect or non-compliance has been ascertained by the PARTIES. If the samples are not defective or non-compliant then the SUPPLIER shall return the relevant PRODUCTS to the CUSTOMER and the CUSTOMER shall reimburse the SUPPLIER for any expenses incurred by the SUPPLIER in examining the allegedly defective PRODUCTS and returning them. The CUSTOMER shall not, unless agreed otherwise in writing beforehand by the SUPPLIER, be entitled to make or permit a third party to make any repair to the Product that the CUSTOMER deems non-compliant or defective.

9.7 If the CUSTOMER and the SUPPLIER disagree on the existence, nature, extent or origin of a non-compliance or defect in relation to the PRODUCTS, an independent expert, chosen by the SUPPLIER, acting reasonably and in good faith, may be called upon to determine the root cause of any alleged defect. The cost of the analysis shall be borne by the PARTY to whom the defect or non-compliance of a PRODUCT is attributable or, by the CUSTOMER where no defect or non-compliance is present in a PRODUCT.

9.8 The CUSTOMER agrees that any variations or differences observed in the PRODUCTS from models, prototypes or mock-ups, drawings, brochures, websites and advertising, which are for guidance only, may not be considered as defects or non-compliance.

9.9 In the event of a delivery of non-compliant or defective PRODUCTS, the SUPPLIER shall rework or replace the PRODUCTS within the newly agreed times for manufacturing and delivering the PRODUCTS. If the SUPPLIER is unwilling or unable to rework or replace the PRODUCTS, especially if there is an inappropriate delay caused by the SUPPLIER or if rework or replacement has failed, the CUSTOMER shall be entitled to rescind the ACCEPTED ORDER. A failure to rework or replace the PRODUCT shall only be deemed to have occurred after two attempts to rework or replace has been unsuccessful and, the CUSTOMER's right to claim damages shall be subject to Article 10.

9.10 The CUSTOMER shall make available to the SUPPLIER the defective PRODUCTS or shall return them after the SUPPLIER's prior authorization in good condition and in their original packaging to the extent possible. The SUPPLIER shall bear any transport costs in relation thereto, as well as any transport costs for the replaced or repaired PRODUCTS.

9.11 If the SUPPLIER provides prior written consent, the CUSTOMER shall destroy any defective PRODUCTS at the SUPPLIER's expense and in accordance with any applicable legal and regulatory requirements. In such circumstances, the CUSTOMER shall provide the SUPPLIER with a destruction certificate.

10. LIABILITY

10.1 The SUPPLIER shall be liable to the CUSTOMER for all direct losses arising out of or in connection with these GTS and an ACCEPTED ORDER save that, notwithstanding any other provision in these GTS, but subject to Article 10.2, the SUPPLIER shall have no liability to the CUSTOMER (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any (i) loss of components and manufacturing costs of finished, semi-finished or intermediate products of the CUSTOMER; or (ii) costs incurred by the CUSTOMER in procuring substitute products; or (iii) loss of revenue; loss of profit (whether direct or indirect); or (iv) loss of business; depletion of goodwill; loss of reputation; or (v) any third party claims against the CUSTOMER or any compensation or other payment made by the CUSTOMER to its Customers; or (vi) indirect or consequential loss.

10.2 The SUPPLIER does not exclude its liability (if any) to the CUSTOMER for: (i) wilful misconduct or gross negligence; (ii) damages arising out of death or personal injury; (iii) fraud and/or fraudulent misrepresentation; (iv) any matter for which it would be illegal for the SUPPLIER to exclude or to attempt to exclude its liability (v) for a defect upon providing a guarantee; (vi) simple negligence in violating an obligation that is essential for the purpose of the transaction, for obligation whose violations endangers the fulfillment of purpose of the contract and for the violation of obligations that are necessary to permit the proper fulfillment of the contract and where Customer generally trusts that these obligations are fulfilled (*Kardinalpflichten*). However, in this event, Supplier is liable only for foreseeable damages that are typical for this kind of transaction; and (viii) according to product liability law.

10.3 Notwithstanding any other provision in these GTS, but subject to Articles 10.1 and 10.2, and to the extent permitted by law for Article 10.1, the SUPPLIER's maximum aggregate liability to the CUSTOMER arising out of or in connection with these GTS and the ACCEPTED ORDER, whether in contract, tort, misrepresentation, under statute or otherwise, including by negligence (or the negligence of a person for whom the SUPPLIER is vicariously responsible) shall not exceed 150% of the sales price of the relevant batch of Products giving rise to the claim.

10.4 Each of the SUPPLIER's employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these GTS in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word SUPPLIER wherever it appears in those clauses.

11. FORCE MAJEURE

11.1 In the event that the SUPPLIER is prevented from performing any of its obligations under an ACCEPTED ORDER and these GTS by an event which is outside its reasonable control and provided the SUPPLIER did not act with at least simple negligence (*Vertretenmüssen*) including but not limited to product unavailability, carrier delays, delays due to fire, flood, storm, severe weather conditions, epidemics and/or pandemics, failure of power, labor disputes, acts of war, terrorism, embargos, shortages of supplies of raw materials or components or acts of any government or agency (a "FORCE MAJEURE EVENT"), the SUPPLIER shall not be liable for such failure to the CUSTOMER. Without prejudice to the foregoing, in such circumstances, the SUPPLIER may, at its discretion, cancel an ACCEPTED ORDER, suspend its execution, postpone the date of delivery or assign the ACCEPTED ORDER to another group company of the SUPPLIER. If a FORCE MAJEURE EVENT occurs which prevents the SUPPLIER from performing any of its obligations, the SUPPLIER shall inform the CUSTOMER without delay and seek a resolution with the CUSTOMER. In the event an ACCEPTED ORDER is suspended or the delivery date postponed, the CUSTOMER shall take all necessary measures to extend, at its expense, the validity of the means of payment while such ORDER is suspended and until delivery can be made.

12. CONFIDENTIALITY

12.1 The CUSTOMER undertakes, for the duration of its business relationship with SUPPLIER and for 5 years (unless otherwise agreed between the Parties) thereafter ("TERM"), to keep confidential, not to use CONFIDENTIAL INFORMATION unless for the purpose of these GTS and any ACCEPTED ORDER. However, any TRADE SECRETS shall remain confidential even after the TERM. Confidentiality obligations do not apply to CONFIDENTIAL INFORMATION that is in the public domain

or has entered the public domain other than by the CUSTOMER's breach of confidentiality, that is lawfully received from third parties, or to the extent the CUSTOMER is compelled by the law or by governmental or judicial order.

12.2 CUSTOMER agrees that SUPPLIER will suffer irreparable harm in the event of a violation by CUSTOMER of its covenants under this Article 12, the monetary value of which is impossible to ascertain. Accordingly, in such event, SUPPLIER shall be entitled to injunctive and other equitable relief in addition to whatever other remedies it may possess. Notwithstanding the foregoing, CUSTOMER shall be fully liable to SUPPLIER for all damages, including lost profits, related to a breach of this Article 12 that CUSTOMER caused and is responsible for.

12.3 The CUSTOMER shall not analyse, attempt to modify or reverse-engineer or otherwise seek to determine the structure of any PRODUCTS or any other APTAR technology.

13. INTELLECTUAL PROPERTY

13.1 The SUPPLIER does not transfer to the CUSTOMER any IPRs in connection with or attached to the PRODUCTS resulting from the supply, design and/or manufacturing of the PRODUCTS and/or any studies and analyses made by the SUPPLIER in regard to the design and manufacturing of PRODUCTS for a CUSTOMER (including but not limited to in relation to any customized technical specifications created for CUSTOMER, for the purposes of developing a new PRODUCT with respect to a research and development agreement, or for the purposes of improving the quality and the cost price of PRODUCTS) and all such IPRs in relation to the same shall remain the exclusive property of the SUPPLIER (or its licensors).

13.2 The CUSTOMER shall indemnify the SUPPLIER for all losses, cost, demands, reasonable expenses (including legal expenses) in respect of any claims, proceedings or allegations that may be brought by third parties alleging an infringement or misappropriation of their rights (including IPRs or unfair competition) in relation to (i) the PRODUCTS manufactured by the SUPPLIER in accordance with the specifications or instructions given by the CUSTOMER or (ii) finished, semi-finished or intermediate PRODUCTS supplied by the CUSTOMER or on its behalf.

13.3 The CUSTOMER shall, as is reasonable, execute such further documents, take such actions and do such things, as may be requested by the SUPPLIER to give full effect to Article 13.1.

14. DATA PROTECTION COMPLIANCE

14.1 Both PARTIES shall comply with all applicable requirements of the Regulation EU 2016/67 ("GDPR") and any applicable national legislation relating to the processing of personal data and data privacy (together with the GDPR "DATA PROTECTION LEGISLATION"). Any defined terms not defined in this clause have the meaning as defined in the GDPR. The PARTIES acknowledge and agree that any PERSONAL DATA provided by one PARTY to the other shall be a transfer of PERSONAL DATA between DATA CONTROLLERS (although the PARTIES acknowledge and agree that they are DATA CONTROLLERS in common in respect of the PERSONAL DATA rather than "JOINT CONTROLLERS" (as such term is defined in the GDPR).

15. ANTI BRIBERY & ECONOMIC SANCTIONS

15.1 The CUSTOMER shall undertake to comply with all applicable economic sanctions and export controls legislation. If, at any time, a legislation renders the performance of the SUPPLIER'S duties impossible or illegal, the SUPPLIER shall be entitled to cancel the ACCEPTED ORDER and terminate the relationship with the CUSTOMER without any liability for the SUPPLIER as long as the SUPPLIER does not act with at least simple negligence.

15.2 The CUSTOMER shall (a) comply with the requirements of all applicable anti-bribery legislation both national and foreign, including, if applicable, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and the French "Loi Sapin II", 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; (b) maintain accurate books of account and records in relation to the ORDER and at APTAR's request make them available for inspection.

15.3 Breach by the CUSTOMER of the terms of this Article 15 will be deemed a material breach and APTAR may immediately terminate the ACCEPTED ORDER at any time with immediate effect.

16. MISCELLANEOUS

16.1 These GTS and an ACCEPTED ORDER shall not create, nor shall it be construed as creating, any partnership or agency relationship between the PARTIES.

16.2 Save as otherwise expressly provided in these GTS or an ACCEPTED ORDER, no provisions of these GTS or an ACCEPTED ORDER shall be enforceable by any third party.

16.3 These GTS and an ACCEPTED ORDER (together with any documents referred to herein or therein and including, for the avoidance of doubt, the SPECIFICATIONS) contain the entire agreement and understanding of the PARTIES and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these GTS and any such document. The CUSTOMER acknowledges that it is entering into these GTS and any ACCEPTED ORDER without reliance on any undertaking, warranty or representation given by or on behalf of the SUPPLIER other than as expressly contained in these GTS and any ACCEPTED ORDER or that the CUSTOMER was entitled to rely on according to statutory law, provided that nothing in this Article shall limit or exclude the liability or warranty obligations of the SUPPLIER.

16.4 The PARTIES agree that the United Kingdom's withdrawal from the European Union may have an impact on the market for the PRODUCTS and/or the business of APTAR. As such, if APTAR concludes that it is necessary or desirable to change the terms of an ACCEPTED ORDER due to the United Kingdom's withdrawal from the European Union, then APTAR shall notify CUSTOMER in respect of the same and the PARTIES shall in good faith seek to agree relevant variations to the ACCEPTED ORDER as soon as reasonably practicable and in any event within 10 calendar days of APTAR's notice. The PARTIES' obligations in respect of the relevant ACCEPTED ORDER shall be suspended whilst the PARTIES attempt to agree the variation. If the PARTIES cannot agree an amendment with the 10 calendar day period then APTAR shall be entitled to immediately terminate the ACCEPTED ORDER.

16.5 Subject to Article 12 and notwithstanding any IPRs owned by CUSTOMER, the SUPPLIER may exhibit, mention or present in multimedia formats in the public domain, including but not limited to trade fairs, exhibitions or shows, and in any press release or advertising or commercial material, any of the CUSTOMER'S finished products incorporating the PRODUCTS provided by the SUPPLIER. Any such exhibition shall be for the purpose of the promotion of the SUPPLIER'S own PRODUCTS.

16.6 Wherever the term "in writing" or "written" is used in these GTS, this includes email and fax.

17. APPLICABLE LAW - JURISDICTION

17.1 The GTS, the ACCEPTED ORDER and all contracts entered into under them and the rights and obligations of the PARTIES (whether contractual or non-contractual) shall be governed by, and construed in accordance with, the laws of Germany. The Vienna Convention of April 11th, 1980 on international sales of goods is hereby excluded.

17.2 The courts of the jurisdiction of the SUPPLIER'S registered office at the time of the SUPPLIER'S ORDER CONFIRMATION shall have exclusive jurisdiction in respect of any claim or matter arising under or in connection with the GTS, the ACCEPTED ORDER and all contracts entered into under them or the legal relationships (including any non-contractual obligations) established thereunder or in connection therewith.