

## CONDITIONS OF SALE - IRELAND

### **1 DEFINITIONS**

1.1 In these Conditions: “**Buyer**” means the person whose order for the Products is accepted by the Seller, “**Conditions**” means the standard terms and conditions of sale and/or supply set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller, “**Contract**” means the contract for the purchase and sale of the Products and/or Services, “**Order**” means (i) each order placed by the Buyer to purchase Products and/or Services whether offline or via the Platform or (ii) the Buyer’s acceptance of a quotation that the Seller has issued to the Buyer in respect of the purchase of Products and/or Services, “**Platform**” means the Seller’s online platform through which Products and/or Services are purchased by the Buyer, “**Products**” means the consumables, materials (including flexible packaging and other packaging materials) and/or spare parts relating to Equipment (“**Consumables**”) and/or packaging equipment which the Seller is to supply in accordance with the Contract (“**Equipment**”), “**Services**” means services which the Seller is to supply under the Contract (which may include design, rental, installation, commissioning and/or preventative and corrective maintenance of Equipment, as the case requires and as specified in the Seller’s quotation); “**Seller**” means the relevant Sealed Air entity, and “**VAT**” means value added tax, sales tax, excise tax and any similar taxes. Certain other capitalised expressions are defined in the body of these Conditions.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **2 BASIS OF THE SALE**

2.1 **Placing of Orders:** An Order shall constitute an offer by the Buyer to purchase the specified Products and/or Services on these Conditions. The Buyer will be responsible for ensuring that each Order is complete and accurate.

2.2 **Acceptance of Order:** An Order shall only be deemed to be accepted by the Seller if and when the Seller sends a written confirmation to the Buyer confirming the Order (“**Order Confirmation**”), at which point the Contract shall come into existence.

2.3 **Quotations:** All Seller’s quotations shall be invitations to treat only and shall not constitute offers capable of acceptance by the Buyer and shall be valid only for a period of thirty (30) days from the date of the quotation unless otherwise specifically provided.

2.4 **Prevalence of Conditions:** The Contract shall incorporate and be subject to these Conditions in all respects and no variation of or addition to these Conditions shall form part of the Contract or be effective against the Seller unless expressly made or approved by the Seller in writing. These Conditions shall override and take the place of any other conditions in any document or other communication used by the Buyer in concluding any contract with the Seller.

2.5 **Code of Conduct:** The Buyer adheres without restriction or qualification to the Seller’s Code of Conduct (available on the website [www.sealedair.com/code-conduct](http://www.sealedair.com/code-conduct)) which it declares to have read before placing any Order.

2.6 **Errors:** Any typographical, clerical, or other error or omission in any sales document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7 **Cancellation:** No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all losses (whether direct or indirect) including loss of profit, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. The Seller’s quotation may include a cancellation fee which shall be immediately due in the event of cancellation by the Buyer. Where Services are specified in the Seller’s quotation to be for a minimum duration, no cancellation of such Order may apply prior to the expiry of such period unless the applicable Service price for the minimum duration of performance is paid in full.

2.8 **Changes to specifications:** The Seller reserves the right to make any changes in the specification of the Products and/or Services which are deemed necessary during the course of the Contract, including in the event

of changes in applicable legal standards, in manufacturing processes or in the composition of the Products or, where the Products and/or Services are to be supplied to the Seller’s specification, which do not materially affect their quality or performance.

### **3 PRICE OF THE PRODUCTS AND SERVICES**

3.1 **Price:** The Buyer acknowledges and agrees that the prices quoted on the Platform or otherwise at the time of placing an Order (including, for Orders placed on the Platform, the prices quoted in the email sent acknowledging the Order) are estimates only and shall be subject to confirmation by the Seller (including adjustments for applicable surcharges/price increases, quantity adjustments, taxes, and freight charges) in the Order Confirmation, which price shall be binding on the Buyer. Unless otherwise agreed; daily fee rates for Services are calculated on the basis of a typical eight-hour day worked during the Seller’s normal business hours on a standard Monday to Friday working week. Overtime rates are additionally charged for work undertaken outside of normal business hours, weekends, or public holidays. Unless otherwise agreed, overtime rates may be set at up to 200% of the standard rate card. The Seller is also entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom the Seller engages in connection with the Services including travelling expenses, accommodation and subsistence, and for the cost of services provided by third parties and required by the Seller for the performance of the Services, and for the cost of Consumables (if any).

3.2 **VAT:** All prices quoted (whether on the Platform at the time of placing an Order or otherwise) are exclusive of VAT. Any applicable VAT shall be calculated and notified by the Seller to the Buyer and form part of the price for which the Buyer is liable to pay to the Seller.

3.3 **PPT:** All prices quoted (either on the Platform at the time of placing an Order or otherwise) are exclusive of any applicable plastic packaging tax (“**PPT**”), to the extent applicable in the relevant jurisdiction. Any applicable PPT will be notified by the Seller to the Buyer as a separate line item on the Seller’s invoice and form part of the price for which the Buyer is liable to pay to the Seller.

3.4 **Price increase:** Provided notice is given to the Buyer at any time before delivery, the Seller shall be entitled to increase the price of the Products and/or Services to reflect: (i) any increase in the Seller’s standard price list, (ii) any increase in the cost to the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, introduction or alteration of duties, introduction or alteration of new taxes or fees to the Products, significant increase in the costs of labour, raw materials, freight charges or other costs of manufacture), (iii) any change in delivery dates, delivery methods, place of delivery, quantities or specifications, scope of services for or relating to the Products and/or Services which is requested by the Buyer and agreed in writing by the Seller, or (iv) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. Without prejudice to the foregoing, the Seller also reserves the right to increase the price of the Services on a yearly basis in line with the percentage increase in the UK unit labour costs (ULC)/Average Weekly Earnings Index (published by the Office of National Statistics) in the preceding four quarters immediately prior to any proposed price increase. Any such price increase notified by the Seller shall be binding on the Buyer.

3.5 **Price reduction:** The Seller may suspend or cancel the grant of price reductions or any other contractually agreed benefit if either (a) the Buyer does not satisfy the conditions of such grant or (b) if the price (or any part thereof) is not paid in cleared funds to the Seller by the due date thereof. In such case, Seller may invoice the Buyer the full amount of any shortfall in the price.

3.6 **Additional work:** All preliminary work (including the costs of acquiring or preparing appropriate tools where necessary) or unjustified technical interventions (amongst others, breakdown or non-proven failure) provided by the Seller at the request of the Buyer in relation to the Contract or the Products, Services or materials used in relation therewith shall be paid for by the Buyer upon demand by the Seller.

**3.7 Price:** Except as otherwise stated, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on a CPT (Incoterms 2020) basis, and where the Seller agrees to deliver the Products otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for customs clearance, freight, import duties, packaging and insurance.

#### **4 TERMS OF PAYMENT**

**4.1 Invoice:** Unless an alternative payment schedule has been agreed as set forth in the Order Confirmation or in a Contract, the Seller shall be entitled to invoice the Buyer for the price of the Products on or at any time after the Seller has notified the Buyer that the Products are ready for collection or (as the case may be) for any other kind of delivery other than collection, the date of dispatch of the Products. The Seller is entitled to invoice for the Services in advance or in arrears, as the Seller elects, or as otherwise agreed.

**4.2 Payment:** The Buyer shall pay the price of the Products and/or Services within thirty (30) days from the date of invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Products has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

**4.3 Failure to pay:** If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (i) terminate the Contract or suspend any further deliveries or Services to the Buyer (whether under the Contract or any other contract between the Buyer and its affiliates and the Seller or its affiliates); (ii) appropriate any payment made by the Buyer to such of the Products (or the products supplied under any other contract between the Buyer or its affiliates and the Seller or its affiliates) as the Seller may reasonably think fit (notwithstanding any purported appropriation by the Buyer), (iii) charge late payment interest on the overdue sum, which shall accrue at the lesser of the annual rate of the Central Bank of Ireland's current base rate from time to time plus 8 points of percentage (but which rate shall be 8% for any time the base rate is below 0%) and the maximum rate permitted under applicable laws, between the date such sum was due and the date it is paid in full, (iv) request the early payment of all outstanding amounts due to the Seller (in case of payment by instalments and by means of accepted drafts, any default in payment at its due date will trigger the immediate payment of the balance of the invoice), (v) to the extent the Seller has granted any payment deferral arrangement to the Buyer, to cancel or vary such arrangement, including demanding immediate payment of all deferred sums subject to future conditions or milestones, or requiring revised payment terms and (vi) set-off the outstanding amounts due to the Seller with any discount owed to the Buyer (outstanding or still to expire).

**4.4 Payment incident or insolvency:** In the event of payment incident, or doubts about the solvency of the Buyer, the Seller shall be entitled, without prejudice to any other right or remedy available to the Seller, to require payment before delivery, deliver the Products and/or Services against payment, terminate the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Products and/or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### **5 DELIVERY**

**5.1 Delivery:** Delivery of the Products shall be made by the Buyer collecting the Products at the Seller's premises in accordance with Ex-Works (EXW) (Incoterms 2020) following notice by the Seller to the Buyer that the Products are ready for collection. If some other place for delivery is agreed by the Seller, the Products shall be delivered by the Seller (or its nominee) to the named destination in accordance with Carriage Paid To (CPT) (Incoterms 2020).

**5.2 Delivery dates and delays:** Any dates quoted for delivery of the Products and/or Services are estimates only and the Seller shall therefore not be liable for any delay in delivery of the Products and/or Services. Time for delivery shall not be of the essence of the Contract. The Products and/or Services may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

**5.3 Instalments:** Where the Products and/or Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure

by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

**5.4 Failure to deliver:** If the Seller fails to deliver the Products (or any instalment) and/or Services for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's sole liability shall be to refund the Buyer for the amounts paid for the undelivered Products and/or unperformed Services (if any) and this shall be the Buyer's sole remedy in respect of the Seller's failure to deliver the Products and/or Services.

**5.5 Failure to take delivery:** If the Buyer fails to collect the Products from the Seller's premises within five (5) days of being notified they are ready for collection, or in the case of any other kind of delivery, the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may store the Products until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. If the Buyer does not take delivery of the Products within fifteen (15) days from the original date of collection or delivery, then the Seller will be entitled to terminate the Contract and otherwise resell or dispose of the Products. Such termination shall not affect the Buyer's obligation to pay for the Products and/or Services (and any reasonable costs (including insurance) of storage) or any of the Seller's other available rights or remedies.

**5.6 No returns:** Products are not returnable, and no credit will be given for Products returned without the Seller's prior agreement in writing. In the case of products returned with the Seller's prior written agreement, all expenses and risks of the return will be at the Buyer's costs, and a restocking charge of 30% of the price of the Products will be levied.

**5.7 Delivery documentation:** Any query regarding delivery documentation and invoices shall be notified to the Seller within thirty (30) days of the date of invoice. If the Buyer does not notify the Seller accordingly the Buyer shall be deemed to have accepted the sufficiency and accuracy of such delivery documentation and invoices and shall accordingly pay the price on the due date.

**5.8 Inspection:** The Buyer shall notify the Seller of any defects in writing (i) at the time of delivery on all carrier documents and in any event, to the Seller no later than within three (3) working days following delivery or (ii) if a defect is not reasonably apparent during the inspection after delivery, within three (3) working days after discovery of the defect and in any event, as regards Equipment, within the warranty period as stated in clause 7.1, as regards all other Products, within twelve (12) months after delivery. The inspection on or following delivery must not be limited to checking packaging and delivery documentation only and must also adequately cover quality (to the extent reasonably apparent) as well as appropriate random samples. Should the Buyer fail to carry out the proper inspection or notification, the Seller's warranty obligation for the defect in question as set forth in clause 7.1 is excluded, except if the Seller has fraudulently concealed the defect.

**5.9 Product Recall:** Buyer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products from the market. These records shall include records of deliveries to customers. The Buyer shall give any assistance that the Seller may reasonably require to recall, as a matter of urgency, any Products from the market.

#### **6 TRANSFER OF RISK AND TITLE**

**6.1 Transfer of risk:** Risk of damage to or loss of the Products shall pass to the Buyer: in the case of Products to be delivered at the Seller's premises, in accordance with Ex-Works (EXW) (as defined in Incoterms 2020), or in the case of Products to be delivered otherwise than at the Seller's premises, when delivery is made to the named destination in accordance with Carriage Paid To (CPT) (as defined in Incoterms 2020), if the Buyer wrongfully fails to take delivery of the Products, the time when the Seller has tendered delivery of the Products.

**6.2 Retention of title:** Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the ownership in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Seller to the Buyer for which payment is then due. Until such time, the Buyer shall be deemed to hold

the Products as the Seller's agent and must: (i) clearly identify the Products as the Seller's property, (ii) keep the Products separate from other products held by the Buyer, and (iii) keep the Products in satisfactory condition, properly stored and insured against all risks for their full price. The Buyer will provide all such information as the Seller may require ensuring the foregoing requirements are being met.

In case of breach of Contract by the Buyer, including failure to pay the price or any part thereof when due, the Seller shall be entitled to terminate the Contract and demand delivery up of the Products and, if the Buyer fails to do so forthwith, (subject to applicable law) to enter upon any premises of the Buyer or any third party (in which case the Buyer must procure access to such third party's premises) where the Products are stored and repossess the Products. Any freight costs incurred relating to the return of the Products to the Seller shall be for the sole account of the Buyer. The Seller may resell or otherwise deal with such Products as it deems fit (in its sole discretion) and any proceeds of such sale or dealing shall be applied against any amounts owed or owing to the Seller by the Buyer (whether due or not) together with any losses incurred by the Seller as a result of such termination.

**6.3 Co-terminous resales:** To the fullest extent allowed by applicable law, where a sale of Products by the Seller to the Buyer is co-terminous in all material respects with a resale by the Buyer to a third party, (i) any such resale shall be on the basis that the Buyer resells as principal and not as the Seller's agent; (ii) title to the Products shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs; (iii) at any time before title to the Products passes to the Buyer, then Seller may by notice in writing terminate the Buyer's right to resell the Products or use them in the ordinary course of business and/or require the Buyer to deliver up the Products in its possession and otherwise exercise the rights set forth above to enter the Buyer's premises; and (iv), if requested by the Seller in writing, the Buyer hereby assigns to the Seller by way of security all of the Buyer's claims against the relevant third party customer arising from the resale of the Products, assignment of which shall be accepted by the Seller. In such circumstances, the Buyer may collect such claims for its own account in its own name as agent for and on behalf of the Seller so long as the Seller does not revoke such authorisation. The right of the Seller to collect or enforce such claims in its own right shall not be limited by the foregoing and the Buyer shall, at its own expense, promptly execute and deliver such documents and perform such acts as may reasonably be required by the Seller for the purpose of giving full effect to this provision.

**6.4 No pledge:** The Buyer will have no right to pledge or charge by way of security any of the Products which remain under the ownership of the Seller. The Buyer must inform the Seller immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g., seizures) have access to the Products subject to a retention of title.

## **7 WARRANTIES AND LIABILITY**

**7.1 Warranty:** Subject to the conditions set out below, the Seller warrants that the Products and/or Services will correspond in all material aspects with their specification at the time of delivery and/or performance. In the case of Equipment sales, the warranty shall endure for a period of six (6) months from (i) delivery in case of delivery without assembly; or (ii) acceptance date in case of delivery with assembly and/or initial start-up (in any case at the latest at start of production).

**7.2 Conditions for warranty:** The above warranty is given by the Seller subject to the following conditions: the Seller shall be under no liability in respect of any defect in the Products arising from any drawing, design or specification, manufacture or working method or information supplied by the Buyer, or arising from the Seller following any instructions given by the Buyer; the Seller shall be under no liability in respect of any defect, failure, breakdown, malfunction or breakage arising from fair wear and tear, wilful damage, negligence, abnormal working or storage conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or improper installation or alteration or repair of the Products without the Seller's approval; the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products and/or Services has not been paid by the due date for payment and such payment remains outstanding; the above warranty does not extend to parts, materials or equipment or services not manufactured or supplied by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or, guarantee or

remedy as is given by the manufacturer or third party service provider (as the case may be) to the Seller.

### **7.3 No other express or implied warranties:**

7.3.1 Subject as expressly provided in these Conditions, all warranties, conditions or other implied terms are excluded to the fullest extent permitted by law.

7.3.2 The Buyer undertakes before placing any Order to ensure that the legal requirements concerning any use of the Products or Services (including the legal requirements or technical compatibility of any goods used, packed or integrated with the Products by the Buyer) are met and that the Consumables and/or Equipment comply with the Buyer's manufacturing or other working method or process.

7.3.3 The Buyer is responsible to determine whether the Products and/or Services are fit for their contemplated use (whether or not such use is known to the Seller). The Buyer is also responsible for ensuring its own traceability.

7.3.4 Any choice of reference of Consumables must imperatively be ascertained by means of appropriate trials conducted by the Buyer at its own risk, the Seller disclaiming all liability in the event of incompatibility with the selected reference of Consumables.

7.3.5 The Seller shall not be liable for any losses incurred by the Buyer arising from any ad hoc or informal technical support provided by the Seller to the Buyer (either before or after the delivery).

7.3.6 No representation, warranty or indemnity is given by the Seller that the Products and /or Services or their use do not nor will not infringe any patent, trade-marks, registered or unregistered designs or any other intellectual or industrial property rights.

### **7.4 Limitations of liability:**

7.4.1 Except in respect of death or personal injury caused by the Seller's negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable laws, the Seller shall have no liability to the Buyer, except as provided for in this clause 7.4.

7.4.2 Subject to clause 7.4.1, the Seller shall not be liable to the Buyer for any of the following types of loss howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise): (i) loss of profit; (ii) loss of sales or business; (iii) loss of revenue; (iv) loss of opportunity; (v) loss of contracts; (vi) loss of or damage to goodwill and/or reputation; (viii) loss of anticipated savings or wasted expenditure; (ix) corruption or destruction of computer data; (x) indirect or consequential loss; or (xi) increased cost of working.

7.4.3 Subject to clause 7.4.1 and 7.4.2, where the Contract states that the Seller's liability to the Buyer shall be limited to specific remedies (including under clauses 5.4, 7.6 and 10.1), then subject to such remedies being performed, the Seller shall have no further liability to the Buyer.

7.4.4 Subject to clauses 7.4.1 and 7.4.2 and 7.4.3, the Seller's total aggregate liability to the Buyer under or in connection with the Contract (including but not limited to the supply of the Products and/or Services or their use or resale) and howsoever arising (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) shall not exceed the price of the Products and/or Services.

**7.5 Rejection, defects and claims:** Without prejudice to clause 5.8, all claims relating to the warranty in clause 7.1 must be notified to the Seller within the warranty period set forth above. Subject to applicable law, the Buyer shall have no right to refuse delivery of the Products or reject the Products based on a failure to correspond with specification if the variation is not material to the use or functionality of the Products. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Products and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Products had been delivered in accordance with the Contract.

The resale, use, transformation, or modification, in any manner, of the Products (except for reasonable test quantities) implies that the Buyer waives any and all claims against the Seller for any reason whatsoever.

**7.6 Replacement, refunds and returns:** Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification in all material respects is notified to the Seller in accordance with these Conditions, the Seller shall (at the Seller's sole discretion) either: (i) replace the Products (or the part in question) free of any additional charge (and where the Products involve a service, "replace" shall mean to re-perform the service in question) or, (ii) refund to the Buyer the price of the Products (or a proportionate part of the price) – in which case the Buyer is obliged to return the Products in satisfactory condition (if so requested by the Seller in writing), but in either case the Seller shall have no further liability to the Buyer. It is the Buyer's responsibility to provide all written proofs relating to the submitted claims, and to bring assistance to the Supplier to identify the concerned Products. For further clarity, no Products shall be returned to the Seller without the prior approval of the Seller.

**7.7 Force majeure:** The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products and/or the Services, if the delay or failure was due to a force majeure event, defined herein as any cause beyond the Seller's reasonable control, including but not limited to explosion, flood, tempest, fire or accident; (threat of) war, insurrection; restrictions, prohibitions or measures of any kind from any authority; import or export regulations; strikes or other industrial actions or trade disputes; difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery; epidemic, pandemic or quarantine; or supply chain disruptions. The Seller shall be entitled to suspend or terminate the Contract, in whole or in part, in the event of force majeure, in each case without any liability to the Buyer.

## **8 MISCELLANEOUS**

**8.1 Assignment:** The Buyer shall not assign, novate, delegate or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part without the prior written consent of the Seller. The Seller may at any time assign, novate, delegate or otherwise transfer or deal with the Contract or any part thereof or any rights or obligations thereunder in whole or in part.

**8.2 Notices:** Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. All notices must be delivered personally or sent by pre-paid first-class post or other next working day delivery service, or email. A notice shall be deemed to have been received: if delivered personally, at the time of the delivery receipt kept by the sender; if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or, if sent by email, one working day after transmission. This clause shall not apply to the service of any proceedings or other documents in any legal action or other dispute resolution process.

**8.3 Waiver:** Any waiver given by the Seller shall only be effective if given in writing by the Seller and includes an express reference to the applicable rights or remedies being waived under or in connection with the Contract. No waiver by the Seller shall be considered as a waiver of any subsequent right or remedy. Any delay or failure by the Seller to exercise any right or remedy, either in whole or part, shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the Seller's further exercise of that right or remedy.

**8.4 Severability:** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. Insofar as provisions of these Conditions do not become part of the Contract or are void, ineffective or unenforceable, the Seller and the Buyer shall use their respective best efforts to agree - if no other interpretation of the Contract is possible - on provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which have not become part of the Contract or are void. If the Contract including these Conditions proves to be incomplete for other reasons than those already mentioned (in particular due to a lack of provisions, e.g., due to the omission of issues requiring provisions), the Seller and the Buyer shall

- subject to the possibility and priority of a supplementary interpretation of the Contract – use their respective best efforts to agree on effective provisions which come as close as possible to the economic objectives of the Contract.

**8.5 Variations:** Without prejudice to the exercise of the Seller's express rights set out herein, no variations or amendments to the Contract shall be effective unless agreed in writing by the Buyer and an authorised representative of the Seller. No employee or representative of the Seller has authority, whatever her/his function, to give oral approval to any amendment or addition to the terms of the Contract.

**8.6 Entire agreement:** These Conditions, the Order, the Order Confirmation, and any special conditions agreed in writing between the Buyer and Seller and applicable to the Order shall embody the entire understanding of the Seller and the Buyer for the supply of Products and/or Services, and shall override and supersede all prior promises, representations, understandings or implications relating thereto.

**8.7 Priority:** In the event of inconsistency between the different elements of the Contract, the following order of priority shall prevail: (i) any special conditions agreed in writing between the Buyer and Seller and applicable to the Order, (ii) these Conditions, (iii) the Order Confirmation, and (iv) the Order.

**8.8 Non-reliance:** The Buyer acknowledges that in entering into the Contract, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Buyer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

**8.9 Nature of relationship:** Nothing in the Contract is intended to or shall operate as to establish any partnership or joint venture between the Buyer and Seller, constitute the Buyer as the agent of the Seller, or authorise the Buyer to make or enter into any commitments for or on behalf of the Seller.

**8.10 Third party rights:** No party that is not a party to the Contract shall have a right to enforce any terms of the Contract, except that the Seller and its affiliates and group companies may enforce the Seller's rights under this Contract.

**8.11 Survival:** Termination or expiry of the Contract will not affect any terms which are expressed to continue in force after termination or expiry, or which are otherwise necessary for the continued interpretation or enforcement of the Contract.

**8.12 Effect of termination:** All sums and other debts owed by the Buyer (whether or not yet due or invoiced) shall become immediately due to the Seller upon termination of the Contract.

**8.13 Accrued Rights:** Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

**8.14 Interpretation:** In these Conditions, unless the context clearly indicates otherwise: (i) the words "include", "includes", "including" and "such as" and equivalent words are to be construed as if they were immediately followed by the words "without limitation", (ii) any obligation on the Buyer not to do something includes an obligation on the Buyer not to allow that thing to be done, (iii) a reference to any party shall include that party's personal representatives, successors and permitted assigns, (iv) any reference to a person will include natural persons as well as legal persons of any kind, and (v) any reference to communications being written or in writing includes electronic forms of communication such as e-mail.

**8.15 Compliance:** The Buyer shall be responsible for complying with all applicable laws and obtaining all necessary licences or authorisations relating to the purchase, resale, carriage, storage or use of the Products and/or the Services.

**8.16 Confidentiality:** Commercial offers, special conditions of sale or other specific terms of the Contract, if any, negotiated with the Buyer are strictly confidential. The Buyer undertakes to take all appropriate measures to preserve their confidentiality and to prevent their dissemination to third parties.

**8.17 Drawings:** All drawings, designs, sketches, original work and samples prepared by the Seller and the copyright therein shall remain the

property of the Seller and shall be returned to it by the Buyer on demand. All such drawings, designs, sketches and samples are confidential and shall not be copied or reproduced or disclosed to any third party without the prior written consent of the Seller. All tools supplied by the Seller in relation to the Products and/or the Services remain the property of the Seller whether or not a charge is made to the Buyer in respect of their use or any of them.

**8.18 Intellectual Property:** All patents, registered and unregistered design rights, copyright, registered and unregistered trademarks, knowhow and all other intellectual property rights of whatever nature (“IPR”) in the Products and/or the Services and all processes, documents, reports, and any other material or work relating to the Products and/or the Services vest absolutely in the Seller and nothing in the Contract shall give any rights to the Buyer in relation to any such IPR. If any IPR arise in relation to the Products and/or the Services as a result of this Contract which do not vest in the Seller then the Buyer shall assign to the Seller with full title guarantee and free from all third party rights, all such IPR and the Buyer shall, promptly at the Seller’s request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Seller may from time to time require for the purpose of securing for the Seller the full benefit of such IPR.

**8.19 Data Protection:** The Seller and the Buyer agree that each shall be an independent controller for the purposes of any processing of personal data pursuant to these Conditions and each of the Seller and the Buyer shall comply with Data Protection Legislation in connection with such processing. For the purposes of this provision, “Data Protection Legislation” shall mean the applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, and “processing” and “personal data” shall be as defined in Data Protection Legislation. The Buyer agrees that the Seller may use the Buyer’s data (including without limitation sales data and personal data) collected from the Buyer for administration, risk assessment, customer services, VAT reporting, product information updates, credit checking and such other purposes as are necessary for the Seller’s fulfilment of these Conditions, and (in respect of personal data) in accordance with the applicable Seller [privacy policy](#) as updated from time to time.

**8.20 Governing law and jurisdiction:** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with Irish law. The Buyer and Seller each irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Notwithstanding the foregoing, the Seller shall have the right to apply for injunctive or other emergency relief, or take actions to enforce any court award or order, in any court of competent jurisdiction.

**8.21 Prevalence of Language:** These Conditions have been prepared and agreed in the English language. If the Conditions are translated into any other language and there is a conflict between the original English version and the translation, the original English version shall be authoritative and binding between the Parties.

**8.22 Changes to these Conditions:** The Seller reserves the right to change these Conditions from time to time. The changes are not applicable to Orders placed prior to the publication of the changed conditions. If a new Order is placed as part of a Contract after the publication of the changed conditions, the changed conditions shall apply to such Order if the Seller has informed the Buyer of their applicability.

**8.23 Set-off:** The Seller may set-off any monies, debts or liabilities owed by the Seller or its affiliates to the Buyer or its affiliates against any monies, debts or liabilities owed by the Buyer or its affiliates to the Seller or its affiliates. This right of set off will continue unless and until all monies, debts or liabilities due or owing by the Buyer and its affiliates have been fully satisfied. The Buyer shall have no right to set-off or otherwise credit any monies, debts or liabilities owed by the Seller or its affiliates to the Buyer or its affiliates, against any monies, debts or liabilities owed by the Buyer or its affiliates to the Seller or its affiliates.

## **9 SPECIAL TERMS APPLICABLE TO THE EQUIPMENT**

**9.1 Transfer of title:** In the case of Equipment supplied by the Seller on hire, lease, lease purchase or other equivalent arrangement, title in such Equipment shall only pass (if at all) in accordance with the specific terms

agreed between the Seller and the Buyer in respect of such arrangement. For the avoidance of doubt, clause 6.3 also applies to Equipment, where the Parties agree in writing that the Buyer may resell Equipment before full payment of the price to the Seller.

**9.2 Assembly:** Assembly and initial start-up must be paid separately. Only Seller’s assembly conditions apply to assembly work. If such conditions are neither known to the Buyer nor enclosed in the Order Confirmation, they must be requested by the Buyer. If it has been agreed that the Equipment must be assembled by the Seller, the Buyer will ensure that the Seller can dispose of (i) the building or site in which or on which the work is to be carried out, (ii) opportunity for the supply, storage and / or removal of material and aids, and (iii) a safe working environment in accordance with the applicable regulations and instructions.

**9.3 Approximations:** Illustrations and drawings as well as information on dimensions, weight, materials, and the like are only approximations unless they have been expressly communicated by the Seller as binding.

**9.4 Delivery:** Delivery periods and delivery dates refer to the (a) dispatch date in case of delivery without assembly, (b) mounting/installation date in case of delivery with assembly, (c) commissioning/readiness for an official acceptance (essentially a general functionality) in case of delivery with initial start-up, whereby earlier production start by the Buyer must be considered decisive. If the performance of the Order depends on the clarification of technical or other conditions or on the agreement on further details, the delivery time is extended until clarification or agreement is reached.

**9.5 Manual:** The Equipment manual is available in English and in certain other languages. For avoidance of doubt, schemes (electrical, pneumatical or others) are displayed in English.

**9.6 Warranty:** For the avoidance of doubt, the warranty period stated in clause 7.1 shall not be extended by the provision of any replacement parts in accordance with this Contract.

## **10 SPECIAL TERMS APPLICABLE TO CONSUMABLES**

**10.1 Overages and Shortages:** Unless otherwise agreed in writing, the Seller shall be deemed to have fulfilled its Contract by delivery of quantities within the overage and shortage allowances indicated in the order tolerance table available at <https://www.sealedair.com/tolerances> (“Allowances”). The Seller may update the tolerance table from time to time without having to notify the Buyer. In the event of such update, the updated tolerance table will only apply to Orders which have been made after the update has been published at the above website address. If the quantity of Products is below the Allowances, then provided that the Buyer notifies the Seller within three (3) working days of delivery, the Seller will (at its sole discretion) either: (i) deliver the additional Products to the Buyer so that the quantity is within the Allowances, or (ii) make a pro-rata adjustment to the invoice for the Products. If the quantity of Products is above the Allowances, then provided the Buyer notifies the Seller within three (3) working days of delivery, the Buyer will have the option to either: (i) return the Products to the Seller, or (ii) accept the additional Products, in which case the Seller shall be entitled to make a pro-rata adjustment to the invoice for the Products. Except as set out in this clause or elsewhere in these Conditions, the Seller will not have any liability to the Buyer in relation to the quantity of Products delivered being below or above the Allowances.

**10.2 Buyer’s specifications:** If the Products are to be manufactured, printed or any processes or Services are to be applied to the Products by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller’s use of the Buyer’s specification. If the Buyer becomes aware of a third-party claim, complaint or risk of complaint, the Buyer shall immediately notify the Seller and implement at its own expense any appropriate measure to prevent the performance or qualification of infringing acts. For the avoidance of doubt, if the Seller does not accept any specification provided by the Buyer for the Product, the Seller’s specification shall apply.

**10.3 Artworks approval:** The artwork shall either be approved or rejected by the Buyer within the deadline set forth by the Seller, failing

which the latest press-proof order submitted by the Seller shall be final and binding.

**10.4 Quality of printing:** Appraisal on printing quality, including for shade and aspect differences, as well as for making deviations, must take into account the techniques and the state of art at the time the order is manufactured.

**10.5 Bar code:** The Seller's liability is strictly limited to the compliance to measurable elements characteristics of the printed bar code as forwarded by the Buyer. The Seller does not warrant or represent that the bar code is legible.