

General Terms and Conditions

Services

Preamble

These General Terms and Conditions shall apply to the sale of Services (as defined herein) from Tetra Pak to Customer, and are applicable to all agreements incorporating these General Terms and Conditions by reference and to Orders, Order Confirmations, statements of work etc. as well as all other provisions of Services by Tetra Pak to the Customer, unless within the scope of a Master Service Agreement or other Service Framework Agreement, including e.g. Plant Care and Plant Perform Agreements.

1. Definitions

“Affiliate” means, in relation to the Customer, any corporation controlling, controlled by or in common control with the Customer, and in relation to Tetra Pak shall mean any entity under the overall control of the Tetra Laval Group Board and engaged in the business of the Tetra Pak Industry Group.

“Agreement” means the agreement for the purchase of Services under these General Terms and Conditions, normally consisting of an Order and the Order Confirmation, and any additional documents (if any) as listed in the order and/or Order Confirmation;

“Consumables” means nondurable soft goods, including e.g. adhesives, lubricants, chemicals, and secondary packaging material.

“Covered Equipment” means one or more machines (including machines assembled with other equipment or material at the Site) identified in the applicable agreement as being subject to the Services.

“Customized Goods” means any Goods which in whole or in part is based on the Customer's specifications.

“e-Business” means Tetra Pak's e-commerce portal through which Customer can order Services.

“Express Delivery” means a delivery option for Goods where the Order Confirmation states Express delivery. Extra fees apply according to Price List.

“Extra Work” means Services or work in addition to the scope of the original Agreement, for which Tetra Pak is entitled to extra compensation according to Price List or separate agreement.

“Goods” under the Goods Category consists of:

“Mandatory Rebuilding Kits” means Upgrade Kits designed to ensure and enhance the safety performance of the Covered Equipment, as mandated by Tetra Pak.

“Parts” means and consists of:

“Wear & Tear Parts” means Parts designed to be replaced based on estimated lifetime as a result of abrasive wear, corrosion or age, and which are replaced according to a specified maintenance strategy as defined in TPMS and includes Change Interval Parts defined in clause 9.1 (for example, based on run-to-failure, hours of use, observation of general condition, or other approach).

“Long-Life Parts” means Parts which do not have a specific estimated service life and which is generally only replaced when damaged.

“Maintenance Unit(s)” means pre-assembled units of Parts as defined in Tetra Pak’s Maintenance Unit catalogue, including local variants.

“Plant Components” means e.g. sanitary valves, pumps and instruments, defined in Tetra Pak’s plant components catalogue and on the website <http://plantcomponents.tetrapak.com>.

“Price List” means a Tetra Pak list of prices and delivery- and cancellation terms, as applicable from time to time, for the Services in effect at any time and available from Tetra Pak or through e-Business.

“Services” means any and all goods and labour under the Tetra Pak Goods and Labour Categories;

The Goods Categories consist of the following **“Goods”** Services (each defined further below)

- Parts
- Plant Components
- Consumables
- Upgrade Kits

The Labour Categories consist of the following **“Labour”** Services (as defined in each Agreement)

- Training Services
- Maintenance Services
- Expert Services

Automation and Digital Services could be a part of Services. In such case the work done in delivery of the Service should be considered as Labour while hardware is to be considered as Customized Goods.

“Site” means the physical location where the Service will be delivered.

“Software Products” means software products that may be delivered by Tetra Pak together with e.g. Parts, Plant Components or in connection with the performance of Services

“Tetra Pak Plant Gateway” (formerly “Remote Service Unit” or “RSU”) means the equipment that enables the transfer of data and information between the Covered Equipment to Tetra Pak’s network.

“Upgrade Kits” means standardized retrofittable kits that improves or alters the performance of Covered Equipment. Customized Upgrades are not covered by this definition.

2. Orders and cancellations

- 2.1 Customer may order Services, including Parts, by e-Business/eParts, e-mail, fax, letter, telephone or in person. Customer shall specify the Services, including Parts, to be purchased, quantities, requested delivery date, delivery- and invoicing address and other details of the transaction in an Order to Tetra Pak (“Order”). Customer acknowledges that the price will vary depending on requested delivery date (see Price List). A binding Agreement to deliver shall only arise upon a written confirmation of the order by Tetra Pak (“**Order Confirmation**”) or as otherwise explicitly agreed upon.
- 2.2 Either Party may cancel a Labour service event subject to the cancellation fees and conditions in the Price List. Neither Party may postpone such event, any postponement will be handled as a cancellation. The Customer may not cancel an order for (1) Customized Goods, (2) Goods delivered by Express delivery or (3) other Services that is stated as non-cancellable in the Order Confirmation.

3. Delivery

- 3.1 Unless explicitly agreed otherwise, delivery shall be DAP (Incoterms 2020).

- 3.2 Tetra Pak shall deliver a Service ordered by the Customer within the period stated in the related Order Confirmation or as otherwise explicitly agreed upon. The Customer shall inform Tetra Pak of any non-delivery or incomplete delivery, excess delivery or in-transit product damage as soon as practically possible and no later than five days after the delivery date or planned delivery date in case of non-delivery. Transportation damage or loss shall be notified on the consignment note at the time of delivery.
- 3.3 Unless otherwise agreed or stated in the Order Confirmation, Tetra Pak may deliver Goods in more than one shipment.
- 3.4 If Customer fails to accept delivery of the Goods on the delivery date, Customer shall be liable for all costs incurred by Tetra Pak in handling, transporting, storing and insuring such Goods. If Customer fails to make the Covered Equipment available for Service in accordance with an Agreement, Tetra Pak shall be entitled to charge for Extra Work or consider the Service to be cancelled by the Customer.
- 3.5 Customer may request variations to the scope of Tetra Pak's obligations. Tetra Pak shall have no obligation to accept such variations. The variations shall be subject to agreement as regards the scope of Tetra Pak's obligations as well as any modification of relevant parts of the agreement, including but not limited to Price, delivery, or other provisions thereof.
- 3.6 Tetra Pak shall be entitled to withhold delivery of Services as long as payment for any prior delivery of Service remains overdue. Tetra Pak shall immediately inform Customer accordingly.
- 3.7 The parties are aware of the ongoing global supply chain interruptions, including shortages and delays of semiconductors and limited transportation availability and extended lead times. Tetra Pak has used reasonable efforts in preparing the Agreement and relied on information available as of the date hereof. However, the Customer acknowledges that despite such reasonable efforts, Tetra Pak may not be in a position to timely fulfil all its obligations under the Agreement. As a result, the Customer accepts that timetables for Tetra Pak's performance may have to be extended and waives its rights to remedies for such delays under the Agreement and applicable law. Tetra Pak shall notify Customer of the delay within reasonable time, including expected duration if such estimation is possible. To the extent the length of a delay can be mitigated, such actions shall be agreed on a case-by-case basis between the parties.

4. Delay of delivery

- 4.1 If timely delivery of Services is delayed due to factors within the reasonable control of Tetra Pak, Customer shall, after a grace period of two working days beyond the delivery date, be entitled to claim liquidated damages from Tetra Pak of 0.5% of the purchase price of the delayed part of the Services ordered per each commenced working day of delay, up to a maximum of 5% of such price. If the delayed Service has not been delivered within 10 working days from the end of the grace period, Customer also has the right to cancel the delayed part of the Service. For Express Delivery of Goods, no grace period applies and in addition to the above, all extra fees and surcharges related to the Express Delivery should be credited to the Customer in case of delay.
- 4.2 Customer must notify Tetra Pak of any claims for liquidated damages within 30 days of the delay. Liquidated damages and cancellation as set out in this clause are Customer's sole and exclusive remedies in respect of delay in delivery of Services and Customer has no right to claim any further compensation for losses even if the amount of such losses exceeds the amount Customer is entitled to in this clause.

5. Returns

Subject to any restrictions in the Agreement specifying nonreturnable Goods and that Customized Goods and Consumables may not be returned, the Customer may after separate agreement with Tetra Pak return Goods to Tetra Pak within three months of delivery. Tetra Pak may charge the Customer a standard restocking fee plus such non-refundable costs Tetra Pak incurs for that return and the remainder will be credited to the Customer. Before returning any Goods to Tetra Pak, the Customer must contact Tetra Pak to get acceptance, packaging

instructions and a return order number. Upon deinstallation, Refurbished Maintenance Units shall always be returned to Tetra Pak in accordance with clause 6.5.

6. Price and payment

- 6.1 The price for Services ("**Price**") shall be the price set out in the Order Confirmation, in a Price List or as otherwise explicitly agreed upon in the Agreement. The Price payable is net of any taxes or duties as may be applicable, such as but not limited to, withholding tax, VAT/GST, duty or other charges. The price, as set out in Tetra Pak's invoice, is payable in full without any deduction, withholding or set-off for any reason, unless otherwise explicitly agreed.
- 6.2 Unless the parties agree otherwise, payment shall be made within 30 days from the date of the invoice.
- 6.3 If Customer fails to pay any sum when due to Tetra Pak, Tetra Pak shall be entitled to charge interest on the unpaid amount at a rate of 10% per annum from the due date until payment is made in full.
- 6.4 Title to a unit of Goods shall remain with Tetra Pak until full payment thereof has been made.
- 6.5 Specific conditions apply to refurbished Maintenance Units, separately agreed between the parties. If for any reason such conditions have not been agreed upon, the following shall apply. Title to a refurbished Maintenance Unit will be transferred to Tetra Pak immediately after deinstallation and the unit should be returned to Tetra Pak. If a refurbished Maintenance Unit is either (a) not returned to Tetra Pak upon deinstallation, or (b) deemed as damaged beyond normal wear and tear, Customer shall pay to Tetra Pak up to the full price of a new Maintenance Unit, in accordance with the Price List.

7. Obligations

7.1 General

The success of the Services depends on strong commitment to the agreed obligations and a close collaboration between the parties. Depending on the Service, the obligations may vary and, if needed, further details will be set out for each Service. Both parties shall make necessary arrangements to ensure that its personnel cooperate during performance of the Services.

Customer should comply with relevant obligations under the Agreement and follow Tetra Pak's recommendations regarding operations and maintenance of Goods and Covered Equipment. If the Customer fails to comply, Tetra Pak shall either be entitled to charge for Extra Work and be allowed an extension of time to perform its obligations, or to consider it a cancellation requested by the Customer.

Packaging material and additional material used with the Services may be purchased from Tetra Pak or any other supplier.

The Customer is responsible for maintaining records of operation of the Covered Equipment and the Site, e.g. production records, monitoring and sampling records, and records of maintenance and repairs performed. The customer is also responsible for maintaining, implementing and documenting a hazard-analysis and critical-control-points plan or a preventive-controls plan.

7.2 Access and information

As reasonably required by Tetra Pak to perform the Services, the Customer shall at no charge grant Tetra Pak access to the Site, including all facilities, Covered Equipment, software, and information. Information shall be provided upon five days' prior notice.

Any necessary tools or templates in the Customer's possession that are for use with and maintenance of the Covered Equipment shall also be made available to Tetra Pak by the Customer at no charge.

7.3 Health and Safety

The Customer shall ensure that Tetra Pak can safely carry out the Services on Customer Site. If Tetra Pak gives the Customer notice of at least five days, the Customer shall permit Tetra Pak to visit the Site to assess the working conditions. The Customer shall consider in good faith any Tetra Pak recommendations regarding risk reduction measures at the Site and take appropriate actions.

Customer shall inform Tetra Pak of all health and safety requirements that reasonably apply at Customer Site and Tetra Pak shall follow such requirements. The Customer has the right to remove Tetra Pak's personnel from the Site at no liability or cost for the Customer if said requirements are not followed. If any condition or behaviour causes imminent danger or unacceptable risks to persons or property, Tetra Pak may stop performing any affected Service and may remove its personnel from Site, at no liability or cost for Tetra Pak.

Both parties shall notify the other party regarding the relevant types, quantities, and use of any hazardous materials on Site which may affect the performance of the Service.

7.4 Network connectivity

Full and free network connectivity on Site, including e.g. internet access, is a pre-requisite for many of Tetra Pak's Services. Any delivery of Labour at Customer Site would require access to such connectivity for Tetra Pak. Specific hardware and connectivity requirements may apply depending on Service and, if needed, further details will be provided for each Service.

Connectivity between Tetra Pak and the Customer Site may be required for Tetra Pak to perform a Service, in which case equipment necessary for transfer of data and information between the Customer and Tetra Pak's servers shall be used and installed on Site.

The Customer acknowledges that the quality of the Services may be adversely affected by availability and performance of telephone and internet connections. Tetra Pak will not be liable for any such adverse effects.

7.5 Information Security

Tetra Pak may provide each authorized representative of the Customer with an individual password and user ID for use of Services or tools provided by Tetra Pak. All such passwords and user IDs issued will constitute Confidential Information. The Customer shall promptly notify Tetra Pak of any actual or threatened unauthorized disclosure or misuse of the Services or any passwords or user IDs, and Tetra Pak should have the right to audit such compliance.

The Customer shall promptly install any security upgrade supplied by Tetra Pak.

Tetra Pak may remove, suspend, or modify the Service or tool without notifying the Customer in advance if Tetra Pak becomes aware of any actual or potential threat to the security of the Customer's or Tetra Pak's network.

Tetra Pak will not be liable for Customer loss or damage to the extent it is caused by the Customer's failing to comply with this clause.

7.6 Complying with Laws

Unless otherwise specified in the Agreement, Customer shall obtain all necessary licenses, permits and approvals and comply with all laws for the delivery of and use of the Services. The Customer acknowledges that nothing in the Agreement affects its obligation as a food operator to comply with law and that purchase of Services does not affect or limit that obligation.

7.7 Insurance

Both Parties shall keep and maintain adequate liability insurance with a reputable insurer, including physical damage to property and personal injury, covering their respective obligations out of or in connection with the Agreement.

7.8 Remote Support

For the avoidance of doubt, any remote support Service should be further agreed in a separate agreement. For safety reasons, activation of a remote support session requires a Customer-authorized representative to activate the remote connection on Site. During such session, the

Customer is solely responsible for notifying its staff that a remote access is in progress and upon deactivation of the remote connection the Customer shall resume control of the Covered Equipment.

8. Software

- 8.1 Tetra Pak hereby grants Customer a non-exclusive, royalty-free license to use the Software Products delivered by Tetra Pak under the Agreement on the terms stated herein and for the purpose set out in the Agreement. Unless specifically agreed, Customer will own only the media on which the Software Products are recorded. No title or ownership to the Software Products is transferred to Customer.
- 8.2 The source code is not licensed to Customer and shall remain the sole property of Tetra Pak. Customer shall not copy, modify or enhance, disassemble reverse engineer, translate, or otherwise de-compile the object code of the Software Products except as permitted by mandatory law. Customer shall at all times treat the Software Products as Tetra Pak Confidential Information. The Customer will be responsible for all costs of operating and maintaining the Software Products and any upgrades of the Software Products is subject to a charge.
- 8.3 The Customer shall not alter or remove any copyright, trademark, or other proprietary-rights notices contained in the Software Products. The Customer shall not assign, sublicense, transfer, resell, rent, lease, lend, distribute, network or otherwise dispose of the Software Products or create or have created derivative works based on the Software Products. The Customer acknowledges that the Software Products might have trivial defects. Tetra Pak will not be required to correct any such trivial defects.
- 8.4 In respect of any third party software product or component which is integrated into or provided to Customer together with the Software Products ("**Third Party Software**"), Customer's rights and obligations shall be governed exclusively by the terms of the respective separate license agreement between Customer and such third party. Customer agrees to comply with any and all such terms. Customer also agrees (i) to accept such terms and separate license agreements if prompted to by the Third Party Software in conjunction with the use of it, and (ii) that Tetra Pak shall have the right to accept such terms and separate license agreements on behalf of Customer in the event Tetra Pak will pre-install any Third Party Software.

9. Warranty

- 9.1 Tetra Pak warrants that Goods shall be free from material defects in workmanship, materials and design and shall not materially deviate from its technical specifications ("**Defect**"), unless otherwise agreed, for a period of twelve (12) months from the date of delivery ("**Warranty Period**"); or in the case of Consumables, for the period until each Consumable's best before date, or six (6) months from the date of delivery if no best before date is specified; or in the case of Parts that have a specific change interval as identified in Tetra Pak's maintenance system (a "**Change Interval Part**"), twelve (12) months or until the last day of the lifetime of that Change Interval Part specified in Tetra Pak's maintenance system, whichever is shorter. Tetra Pak does not warrant that the use of any Software Product will be free of defects which do not impact the Customer's use of the Goods or that all such defects will be corrected by Tetra Pak.
- 9.2 If Customer's production circumstances (including e.g. Customer's product's characteristics, water quality, voltage or other utility variations) have a negative effect and result in a shorter change intervals than specified by Tetra Pak, Tetra Pak may limit the warranty proportionately.
- 9.3 Tetra Pak shall, at its sole option, repair, replace free of charge (including cost of transport) or refund Goods or Software Products which contains a Defect. Tetra Pak may also perform upgrades, repairs or replacements on the Goods and Covered Equipment as deemed necessary for human and product safety or corrections of systemic issues (Mandatory Rebuilding Kits). Refunds relating to Change Interval Parts shall be proportionate to the remaining lifetime of such Part at the time of the Defect. Replaced or repaired Goods shall be subject to the same warranty as set out above for the remainder of the original warranty period. Customer shall notify Tetra Pak of any Defect within 30 days after the Defect was, or ought to have been, discovered, and any claim in respect of such Defect must comply with the stipulations in clause 17.2.

- 9.4 Tetra Pak shall not be liable for a Defect, damage or loss, or to such extent a Defect, damage or loss is, caused by:
- (i) ordinary wear and tear;
 - (ii) use of Goods or Covered Equipment other than for intended use described in the Agreement, in an OEM agreement or in any instructions or manuals for that product, for example packaging or processing of products other than those expressly specified in such documents;
 - (iii) use of the Goods or Covered Equipment in combination with third party goods, software or services not supplied by or agreed with Tetra Pak;
 - (iv) information provided by, or use of a design stipulated or specified by, Customer;
 - (v) failure by Customer to observe instructions for the installation, operation, maintenance, cleaning or repair of the Goods or Covered Equipment;
 - (vi) failure to use properly trained staff to install, operate, maintain, clean or repair the Goods or Covered Equipment;
 - (vii) the Customer rebuilding any part of the Goods or Covered Equipment without Tetra Pak's prior written consent (not unreasonably withheld); or
 - (viii) the Customer having refused installation of a Mandatory Rebuilding Kit (to the extent the Defect, damage or loss is related to such refused installation).
- 9.5 To prove the fulfilment of the above conditions, Customer is advised to keep records as set out in 7.1.
- 9.6 Tetra Pak warrants that it will perform the Labour Services, or shall ensure that the Services are performed, in a competent, diligent manner and with reasonable care and skill using sound judgement and good engineering.
- 9.7 Any Labour Service which is not performed materially in accordance with clause 9.6 shall be re-performed by Tetra Pak as soon as reasonably practicable provided that (i) the Customer notifies Tetra Pak in writing of the claimed non-conformity as soon as reasonably practicable after the non-conformity is or ought to have reasonably been discovered; and (ii) Tetra Pak's obligation to re-perform any Services will be limited to any material non-compliance with clause 9.6 which is discovered during the performance of the Services and for a period of thirty (30) days thereafter.
- 9.8 Tetra Pak shall have no responsibility under clauses 9.1, 9.3 or 9.7 hereof to the extent that any non-conformity is caused as a result of the Customer's negligence or its failure or delay in performing any of its obligations in accordance with the Agreement.
- 9.9 The Services will conform to applicable laws in the country/state where the Services are delivered, as well as any norms and standards specified in the Agreement, when used in accordance with the purpose stated in the Agreement as well as in compliance with Tetra Pak's manuals and instructions. However, in the event of any enactment of or change in any law or introduction or amendment of any norm or standard after the date of the Agreement which affects the costs and expenses of Tetra Pak and/or the delivery date(s), the Price shall be correspondingly increased or decreased and/or the delivery date(s) shall be reasonably adjusted to the extent that Tetra Pak has thereby been affected in the performance of any of its obligations. For the avoidance of doubt, this warranty applies only to the Services and not to foods processed and/or food packages produced by the Covered Equipment.
- 9.10 Goods will be free from liens or encumbrances except for Tetra Pak's retention of title as provided for in clause 6.4.
- 9.11 Except as expressly set out in this clause 9 and clause 12, Tetra Pak does not make any representations or warranties of any kind with respect to the Services, including that Tetra Pak does not warrant that the Covered Equipment will achieve a certain level of performance or result (unless otherwise agreed in e.g. a Tetra Pak Plant Care agreement), whether implied by law or otherwise, and to the extent permitted by applicable law, any such representations,

conditions or warranties are hereby expressly disclaimed. The warranties set forth in this clause 9 and clause 12 are given in lieu of and exclude all other warranties, conditions or liabilities implied by law or otherwise, save for those which cannot be lawfully restricted or excluded. For the avoidance of doubt, if a breach of a warranty obligation has caused the Customer to suffer such costs or losses governed by clause 10 of these General Terms and Conditions Tetra Pak shall be liable for such costs and losses only to such extent as set out in clause 10 below.

10. Liability for damage and losses

10.1 Notwithstanding anything to the contrary set out in the Agreement, Tetra Pak's total liability under the Agreement is limited as set out below:

10.1.1 *Indirect and consequential damages*

Tetra Pak will not be liable for any indirect, consequential special, punitive, or incidental damages including but not limited to the following types of losses (whether they are considered as direct or indirect damages or losses), loss of profit, product loss, product recall loss, loss of revenue, production or operating losses, down time, loss of data, lost sales or contracts, contractual damages or penalties to third parties, loss of opportunity, loss of savings, loss of good will, reputational losses or losses relating to marketing activity arising out of or relating to the Agreement even if Tetra Pak has knowledge of the possibility of any such damages and losses and whether contractual or non-contractual.

10.1.2 *Death and personal injury.*

Tetra Pak is liable for any mandatory damages payable under local law due to death or personal injury to the extent caused by Tetra Pak's negligent acts or omissions in fulfilling its obligations under the Agreement.

10.1.3 *Property damage*

Tetra Pak's liability for any damage to the Customer's equipment and buildings or a third party's property is limited to damage caused by Tetra Pak's negligent acts or omissions in fulfilling its obligations under the Agreement up to a maximum amount of \$100,000. For the avoidance of doubt, Tetra Pak's shall not be liable for any product losses or product recall costs suffered by the Customer under this clause, or otherwise under the Agreement.

10.1.4 *Intellectual Property infringements*

Tetra Pak's liability for intellectual property infringements is exclusively governed by clauses 12.3 and 12.4.

10.1.5 *Any other*

Tetra Pak's total aggregate liability under the Agreement for any other damage or loss, including, but not limited to, liquidated damages for delay and price reduction for failure to reach agreed Performance Targets, suffered by the Customer due to Tetra Pak's breach of the Agreement or in tort, that has not been subject to a specific liability provisions under this clause 10.1 is limited to 20% of the Price.

10.2 Customer understands and agrees that the liabilities and limitations set out in this clause 10 exclusively governs Tetra Pak's liability under the Agreement and that they are given in lieu of and exclude all other conditions or liabilities implied by law or otherwise, save for those which cannot be lawfully restricted or excluded.

10.3 Nothing in the Agreement shall restrict or limit Customer's general obligation to mitigate its losses to the fullest extent possible.

10.4 The limitations on Tetra Pak's liability set out in the Agreement shall not apply in case Tetra Pak's non-performance of its obligations is the result of Tetra Pak's fraudulent actions, wilful misconduct or gross negligence or if such limitations are found to be invalid under mandatory applicable law. If such limitation is found to be invalid, Tetra Pak's liability shall be determined at the minimum level under mandatory applicable law.

- 10.5 Customer understands and agrees that the limitations included in clause 9 and this clause 10 are essential elements of the Agreement and in the absence of such limits the material and economic terms herein would have been substantially different.

11. Third Party Claims

Subject to the limitations set out in clause 10, either party shall defend or settle, at its sole option, and shall reimburse the other party for damages and fines finally awarded or settled and for the other party's direct costs (including reasonable legal costs) due to claims from a third party (are not based on the claimed party's contractual obligations towards such third party), if and to the extent the defending party through its acts and omissions negligently or intentionally has caused the claim in performing its obligations under this Agreement, provided such party gives the other party immediate notice hereof and that the other party is given the option to have sole control of the defence.

12. Intellectual property rights

- 12.1 Tetra Pak owns patents, designs, trademarks, copyrights, rights in databases and other intellectual property rights including but not limited to rights in software ("**Intellectual Property Rights**") in the Services. Tetra Pak hereby grants to Customer a license to use such rights only as far as already incorporated in the Services for the purpose set out in the Agreement. Tetra Pak does not convey nor shall Customer obtain any right, title or interest in the Intellectual Property Rights or any know-how, methodology, programs, systems, unpatented inventions or technical concepts used, provided or developed by Tetra Pak or obtained by Customer from Tetra Pak in connection with the Services ("**Know-how**").
- 12.2 Based upon pre-existing Tetra Pak Intellectual Property Rights or Know-how, Tetra Pak will have sole ownership of all right, title and interest in and to any and all derivative Intellectual Property Rights and Know-How generated or developed by Tetra Pak or in collaboration with the Customer during the course of the Agreement.
- 12.3 Tetra Pak shall defend or settle, at its sole option, any claim or suit against Customer by a third party (due to use of the Services) based on infringement of any intellectual property right of any third party and shall reimburse the Customer for damages and fines finally awarded or settled and for Customer's direct costs (including reasonable legal costs), resulting from the claim or suit, provided Customer gives Tetra Pak immediate notice hereof and that Tetra Pak is given sole control of the defence. Tetra Pak shall, however, not be liable to the extent such claim or suit is based on or resulting from (i) use of the Service in connection or combination with material not supplied by Tetra Pak or agreed between the parties, or (ii) on use of the Service outside its intended purpose, or (iii) Customer's failure to observe instructions for the installation, operation, maintenance, cleaning or repair of the Services, or (iv) information or materials provided by, or design stipulated or specified by Customer, or (v) modifications of the Service undertaken by Customer.
- 12.4 If any claim is made, or in Tetra Pak's reasonable opinion is likely to be made, against the Customer, Tetra Pak may at its sole option and expense: (i) procure for Customer the right to continue to use the Service (or any part thereof) in accordance with the terms of this agreement; (ii) modify the Service so that it ceases to be infringing; or (iii) replace the Service with a non-infringing product, provided that if Tetra Pak modifies or replaces the Service, the modified or replacement product must comply with the warranties contained in this agreement. Clause 12.3 above and this clause 12.4 set forth the entire liability and the sole and exclusive remedy for Customer with respect to any claims, suits, losses or damages relating to infringement of third party intellectual property rights.

13. Confidentiality, Drawings and Data

- 13.1 Prior to and during the term of the Agreement, either party may disclose to the other party information, which is confidential or proprietary to it including, but not limited to, drawings or data, business, financial or technical information ("**Confidential Information**"). A party receiving Confidential Information (the "**Receiving Party**") shall treat any Confidential Information that it

receives from the other party or its affiliates (the "**Disclosing Party**") as confidential and shall not disclose it to any third party in whole or in part, or use such information other than for the purposes for which such Confidential Information has been disclosed. The foregoing restriction shall not apply to (i) information which is or comes into the public domain through no fault of the Receiving Party, (ii) information that the Receiving Party can provide evidence was known to the Receiving Party prior to the disclosure, and (iii) information that the Receiving Party can provide evidence was independently developed by the Receiving Party without the benefit of the Confidential Information of the Disclosing Party. All Confidential Information will remain property of the Disclosing Party.

- 13.2 Notwithstanding the above, the Receiving Party shall be permitted to disclose Confidential Information of the Disclosing Party (with an obligation to ensure that the same duties of confidentiality apply) (i) to any company in the same group of companies as the Receiving Party; (ii) to its professional advisers; (iii) to any sub-contractors engaged in the performance of its obligations under this Agreement; and/or (iv) if it has been ordered to disclose Confidential Information by a competent court or authority provided that it shall immediately notify the Disclosing Party of such disclosure to the extent not prohibited by law, use reasonable efforts to limit the extent of the disclosure, and will inform the court or competent authority of the rights of the Disclosing Party in the Confidential Information. The parties agree to treat the Agreement as Confidential Information. This clause shall remain in force throughout the term of the Agreement and for a period of 5 years thereafter.
- 13.3 The Covered Equipment, Goods and related activities and performance of Services may generate data on e.g. performance and output ("**Performance Data**"). Tetra Pak may use Performance Data for providing services, issue resolution, development of upgrades and services and as input to subsequent data evaluation, analyses and benchmarking. Tetra Pak may under no circumstances disclose Performance Data to third parties except in an anonymised and/or aggregated form which prevents any data or information from being traced back to its origin or identifying the Customer. Tetra Pak may keep Performance Data for the purposes set out herein which permission shall survive termination of the confidentiality undertaking in the Agreement. Any data derived by Tetra Pak from the utilisation of Performance Data, and for which the form of the information does not allow to trace back the information to the Customer, shall be information belonging to Tetra Pak.
- 13.4 Tetra Pak may to perform a Service use equipment on Site with the capability to record and transmit images, film and sound. The use of such equipment shall be limited to the performance of the Service.

14. Force Majeure

Either party may suspend performance under an Agreement (except for any obligation to pay a sum of money) to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond its reasonable control including but not limited to industrial disputes, fire, war (whether declared or undeclared), terrorism, epidemics, severe weather, earthquake, flood, extensive military mobilization, insurrection, mass protests, civil war, requisition, seizure, embargo, new or amended export control regulations, governmental or judicial acts, restrictions in the use of power and defects and delays in deliveries by sub-contractors or essential suppliers due to: (i) any circumstances referred to in this clause, (ii) sub-contractor or essential supplier insolvency, or (iii) non-performance by essential suppliers necessary for Tetra Pak to be able to perform its obligations under the Agreement. A party invoking this provision shall notify the other party as soon as practicable of the circumstances affecting it and must also take all reasonable steps to mitigate the length and effect of such circumstances. If this provision is invoked for more than three (3) consecutive months, either party may terminate the Agreement with immediate effect by providing written notice to the other party.

15. Export Control, Anti-Bribery and Personal Data

- 15.1 Tetra Pak's supply or export of Services may be subject to sanctions or other applicable export control laws and regulations that could be interpreted by any relevant public authority or court

to prohibit or limit the fulfilment of the Agreement, or be subject to authorization requirements by competent authorities. Tetra Pak shall not be subject to any obligation or liability that, subject to Tetra Pak's sole discretion, could violate any sanctions or applicable regulations. Tetra Pak therefore reserves the right to, in its sole discretion, cancel any part of its obligations without incurring any liability to the Customer for damage or loss arising out of or relating to such cancellation, in the event any required authorization is not granted or revoked or be entitled to suspend and/or terminate the Agreement if it is impeded or made unreasonably onerous by any embargo, sanction or similar trade or export restriction, whether foreseen or unforeseen at the time of entering into the Agreement.

- 15.2 Customer undertakes that no Services supplied by Tetra Pak will be sold, supplied, transferred or exported, directly or indirectly by Customer, its agents or affiliates in conflict with any export or international trade control laws and regulations or to any embargoed or sanctioned country or to any person, entity or body if this is prohibited by economic or financial sanctions or trade embargos imposed, administered or enforced by the United Nations, United States of America, the European Union or any other country's applicable export control laws unless all necessary authorisations have been granted and that such Goods and Services are only used for its intended purpose under the Agreement.
- 15.3 The Parties undertake to comply with all anti-bribery and anti-money laundering laws, rules, and regulations that are applicable for each Party's performance under this Agreement. The Customer shall promptly notify Tetra Pak of any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this Agreement. Any breach of this clause shall be considered a material breach of the Agreement.
- 15.4 In performing its obligations under or in connection with the Agreement, each party undertakes to comply with its respective obligations under applicable data protection and privacy laws to the extent that a party processes (i.e. collects, stores, transfers, etc.) personal data. For the purpose of this clause, personal data means any information relating to an identified or identifiable natural person, including but not limited to (i) Customer's employees and/or sub-contractors, (ii) Tetra Pak's employees and/or sub-contractors, (iii) other identifiable natural persons. Upon becoming aware of a security incident relating to personal data, each party shall inform the other party without undue delay and shall provide all such timely information and cooperation as the other party may reasonably require in order for it to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable data protection law.
- 15.5 The Customer will obtain and maintain all necessary consents and deliver any information notice issued by Tetra Pak to Customer regarding Tetra Pak processing activities on Personal Data related to the relevant Service to its personnel concerned as instructed by Tetra Pak. The parties may enter into a separate data processing agreement to fully document their respective obligations relevant to this agreement.

16. Termination

- 16.1 Either party may terminate an Agreement immediately by giving written notice to the other if the other party is in material breach of any of its obligations under the Agreement which is not remediable, or, if remediable, has failed to remedy it within thirty (30) days of receipt of written notice requiring it to do so; or ceases to do business, or becomes or is otherwise deemed insolvent.
- 16.2 Unless otherwise agreed; Customer may at any time terminate any part of the Services for convenience by three (3) months written notice. Upon receipt of Customer's notice, Tetra Pak will cease and cause any sub-contractors to cease all Services terminated by Customer. Customer will indemnify and hold Tetra Pak harmless for all damages, costs or losses incurred by Tetra Pak due to Customer's termination and pay adequate compensation for Tetra Pak's loss of revenue. In the event of Customer's termination hereunder, the terms and conditions of the Agreement will remain in full force and effect for part of the Services delivered prior to the termination.

- 16.3 Termination of an Agreement for whatever reason shall be without prejudice to any rights or obligations which may have come into existence prior to termination (for instance, any right to claim for breach), or which are agreed, or by their nature intended, to remain in force after such termination.

17. General

- 17.1 The Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all previous communications, representations, or agreements, whether oral or written. Tetra Pak will not be bound by any statements made by any Tetra Pak representative or appearing in any printed material, which are not also stated herein and Customer acknowledges that it has not relied on any such statement in entering into the Agreement. No course of dealing, trade usage or course of performance will be relevant to explain or supplement any term in the Agreement. Tetra Pak hereby rejects any different terms proposed by Customer, including those contained in any purchase order or in any other writing not expressly incorporated herein.
- 17.2 Customer shall notify Tetra Pak of any claim for financial compensation under the Agreement within 30 days from when the Customer became, or ought to reasonably have become, aware of having grounds to make a claim in respect of an event. The final claim including all details thereof must be presented by Customer in writing within three (3) months from when the claim has been notified, and no longer than twelve (12) months from when the event occurred. If no claim is notified or presented in writing within the above stipulated time periods, Tetra Pak shall have no liability for the event.
- 17.3 The Agreement may only be amended by written agreement of the parties, evidencing a clear intention to amend the terms of the Agreement.
- 17.4 Except for transfer by Tetra Pak to any Affiliate, neither party may assign or transfer its rights or obligations under the Agreement to any third party, without the prior written notice to or consent of the other party (such consent will not be unreasonably withheld).
- 17.5 Tetra Pak has the right to appoint subcontractors to perform its obligations under the Agreement. Tetra Pak will assume the same liability for work performed by subcontractors as for its own part.
- 17.6 Unless otherwise provided in the Agreement, no delay or failure by a party in exercising any right, claim or remedy provided by law or under the Agreement shall constitute or be construed as a waiver or variation of the same and shall not affect that party's right later to enforce or to exercise it.
- 17.7 The invalidity in whole or in part of any part of the Agreement shall not affect the validity of the remainder of the Agreement. The rights and remedies set forth in the Agreement are the exclusive rights and remedies of each part with respect to the Agreement, its performance and breach.
- 17.8 Both parties are acting as independent contractors under the Agreement. The parties do not intend that anything in this agreement creates an employment, agency, joint-venture, or partnership relationship between the parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act on behalf of the other Party.

18. Governing Law and Jurisdiction

The Agreement shall be governed by the substantive laws of the country where the principal place of business of the Tetra Pak company acting as seller under the Agreement is located and the courts of that country shall have exclusive jurisdiction over any dispute arising hereunder and over any non-contractual or other obligations arising out of or in connection with the transactions governed hereunder. The 1980 Vienna Convention on the International Sale of Goods does not apply.