



## TERMS AND CONDITIONS OF PURCHASE

**ACCEPTANCE.** Any acceptance of this Purchase Order ("Order") is limited to acceptance of the express terms of the offer contained on the face and back hereof and the terms and conditions of any Exhibits hereto. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of description, quantity, price or delivery schedule of goods or services, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and on the back hereof. Additional, different or previous terms from those set forth herein or any attempt by Seller to vary in any degree any of the terms of this Order shall be deemed material and are objected to, disclaimed and rejected. This Order shall not operate as a rejection of Seller's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods or services.

1. **CONTRACT.** The Contract resulting from the acceptance of this Order shall be construed according to the laws of the state from which the Order issues, as shown by Buyer's address on the face hereof, including the Uniform Commercial Code as adopted in that state. All disputes between Seller and Buyer arising from this Contract shall be resolved in accordance with the provisions of Section 18 (**DISPUTES**) herein. Seller and Buyer recognize that the Uniform Commercial Code does not normally apply to the performance of services as distinguished from transactions in goods. However, Seller and Buyer agree that the Uniform Commercial Code shall apply to the entire Contract created by the acceptance of this Order, including the provision for rendering of services. Seller agrees that it is a "merchant" dealing in goods or services of the kind involved in this Order. In the event of any conflict between the Terms and Conditions of Purchase and the Purchase Order Description of goods or services, the Description shall take precedence. Any changes, clarifications, additions or waivers of this Order must be in writing signed by Buyer. Neither this Order nor any of the rights or obligations under it may be delegated or assigned by Seller, in whole or in part, by operation of law or otherwise, without Buyer's express written consent and any contrary action by Seller shall be void and without effect.
2. **TERMINATION/CHANGES.** Buyer may terminate this Contract in whole or in part at any time upon giving written notice to Seller. Termination charges, if any, shall be subject to negotiation by the parties, but shall not exceed the completed (or paid) portion of the purchase price of goods identified to the Order on the date termination notice is received by Seller. All goods and materials for which Buyer pays termination charges shall be promptly delivered to Buyer. Nothing in this paragraph shall affect either Buyer's or Seller's rights in the event of cancellation due to breach by the other. Buyer shall have the right at any time to make changes, within the ability of Seller to perform, in this Order, in whole or in part, including but not limited to, changes in drawings, design, specifications, materials, packaging, time and place of delivery, method of transportation, and nature and method of services provided or performed, upon giving Seller written notice. If any such changes cause an increase or decrease in the cost, or the time required for performance, a mutually agreeable adjustment shall be made, and this Contract shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.
3. **PERFORMANCE AND DELIVERY SCHEDULES.** Time is of the essence with respect to delivery and performances. Services are to be performed and deliveries are to be made both in quantities and at time specified in Buyer's schedules. Buyer may change or direct temporary suspension of delivery or performance schedules at any time.
4. **DELAYS IN DELIVERY OR PERFORMANCE.** Seller will notify Buyer in advance of any actual or potential delays in meeting delivery or performance schedules. If, for any reason, Seller does not comply with Buyer's delivery or performance schedule, Buyer may, at its option and without liability or waiver of its legal remedy, terminate or cancel this Order and Contract.
5. **WARRANTIES.** Seller expressly warrants that all goods and services covered by this Order will conform to Buyer's specifications, instructions, drawings, data, samples and other descriptions; will be merchantable; will be of good material and workmanship and free from defects; will be fit and sufficient for purposes intended by Buyer; and will be delivered free from any security interest or any lien or encumbrance. These warranties are in addition to all other express, implied and statutory warranties. None of the remedies available to Buyer for breach of any of the foregoing warranties may be limited except to the extent and in a manner agreed upon by Buyer in a separate Contract specifically designating such limitation and signed by an authorized representative of Buyer. Payment for, inspection of, and receipt of goods or services shall not constitute a waiver of any breach of warranty. Substitutions may be accepted at Buyer's option.
6. **FOOD WARRANTY.** Seller hereby warrants that if the goods sold or delivered to Buyer under this Order are sold or delivered to be applied to drawn and wall-ironed and three-piece cans ("cans") or the ends therefore ("ends"), which are intended for use in holding food products, then such goods: (a) shall be safe for the purposes for which the goods were ordered by Buyer; (b) shall, in their finished form upon the cans or ends, conform to any performance test(s) imposed by the Food and Drug Administration; (c) shall not cause any food contained within the cans or ends to be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or any similar state or municipal law; and (d) shall not cause any food contained within the cans or ends to be an article which may



## TERMS AND CONDITIONS OF PURCHASE (CONT'D)

not, under the provisions of such Act or corresponding provision of any similar federal, state or municipal law, be introduced in interstate or intrastate commerce.

7. INFRINGEMENT. Except for performances pursuant to Buyer's specifications, Seller warrants that the sale, resale and use of the goods or services will not infringe any United States or foreign patent, copyright, or trademark, or the proprietary rights of another person; and Seller agrees to defend, protect, indemnify and hold harmless Buyer, its successors, assigns, employees, officers, directors, customers and users of its products against all suits at law or in equity, and from all loss, liability, damages, claims and demands, including costs, expenses, and attorney's fees, for the actual or alleged infringement of any patent, copyright, or trademark, or for any actual or alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services by reason of the sale, resale or use of such goods or services. Buyer may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.
8. SELLER'S FINANCIAL CONDITION. If, in Buyer's opinion, Seller's financial condition is found to be or becomes unsatisfactory to Buyer and Buyer thereby deems itself insecure, Buyer may terminate this Order and also terminate all other contracts covering purchases by Buyer of Seller's products, goods or services whether or not Seller may otherwise be in default under such contracts, and no rights shall thereby accrue to Seller against Buyer.
9. INFORMATION DISCLOSED TO BUYER. All information which Seller has disclosed or may disclose to Buyer in connection with this Order, shall not, unless otherwise specifically agreed upon in writing by Buyer, be deemed to be confidential or proprietary information and is acquired by Buyer free of any restrictions.
10. WORK ON BUYER'S PREMISES. If Seller's work under this Order involves either operations or the presence of Seller, its agents, contractors, subcontractors or invitees on the premises of Buyer or of one of its customers, such work shall be done on an independent contractor basis and not as an employee of Buyer; and Seller shall take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the progress of such work. Except to the extent that any such injury is due solely to Buyer's or its customer's gross negligence, as the case may be, Seller shall indemnify and hold harmless Buyer, its successors, assigns, employees, officers, directors, guests, customers, and its and their invitees against all losses, damages, claims and liabilities, including costs and expenses, which may result in any way from any act or omission of Seller, its agents, employees, invitees, contractors or subcontractors. Seller shall maintain insurance as required in Section 15 or as otherwise set forth herein
11. INSPECTION. All goods shall be subject to inspection and testing by Buyer, at no additional cost, at all reasonable times and places, including inspection and testing after arrival at destination, and, when practicable, during manufacture. In case any goods are found to be defective in material or workmanship or otherwise not in conformity with this Order, Buyer has the right to reject such goods or require their correction. Title to goods sold pursuant to this Order shall pass to Buyer no later than the time of payment, in proportion to the portion of the total purchase price paid, by Buyer to Seller, at which time the goods shall be identified to the Order. Except as otherwise provided in this Order, Seller (a) is responsible for all goods, and for the risk of loss thereof, until they are delivered at the designated delivery point, regardless of the point of inspection, the passing of title to Buyer, or both, and (b) shall bear all risks as to rejected goods after notice of rejection.
12. PURCHASE MONEY SECURITY INTEREST. Where Buyer makes one or more payments of the purchase price prior to delivery of the goods to Buyer, Buyer shall possess, and Seller hereby grants to Buyer, a purchase money security interest in such goods. Seller hereby appoints Buyer as its attorney in fact to execute any and all such documents to evidence or perfect, or both, such purchase money security interest.
13. PRICE COMPETITIVE WARRANTY. Seller warrants that the prices for the goods and services set forth herein and sold to Buyer hereunder are not less favorable than those currently extended to or charged to any other customer of Seller purchasing the same or similar goods or services in similar quantities. In the event Seller reduces its price for such goods or services during the term of this Order to any other customer, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Order shall be complete and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping to point of delivery, packaging, labeling, customs duties, labor, material, taxes, storage, insurance, boxing, and crating.
14. GENERAL INDEMNIFICATIONS. Seller shall defend, indemnify and hold harmless Buyer against all losses, damages, claims, liabilities and expenses, including attorney's fees, arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or for any act or omission of Seller, its agents, employees, contractors or subcontractors. This indemnification shall be in addition to the various warranty obligations of Seller.
15. CERTIFICATES OF INSURANCE. Seller agrees to maintain the following insurance coverage in respect of itself and each of its affiliates, employees, agents, representatives and assigns:



## TERMS AND CONDITIONS OF PURCHASE (CONT'D)

- (i) Commercial general liability, including broad form vendors' liability, participants' and contractual liability, with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, Umbrella liability with limits of no less than one million dollars (\$1,000,000), and shall be written on an ISO occurrence form CG 00 01 10/01 or its equivalent, which provide coverage for liability arising from premises, operations, contractual obligations, independent contractors, products- completed operations, personal injury and advertising injury;
- (ii) Automobile liability with a limit of one million dollars (\$1,000,000) per occurrence and shall cover liabilities arising out of all owned, leased, hired and non-owned automobiles;
- (iii) Statutory workers' compensation coverage meeting all state and local requirements; and
- (iv) Employer's liability with limits of no less than one million dollars (\$1,000,000).

During the term of each Order and for three (3) years thereafter, Seller shall, at its sole cost, have in effect and keep in force, insurance coverage on an occurrence basis which is primary and non-contributory as to any insurance maintained by Buyer, with insurance companies maintaining an A.M. Best rating of A or better. Buyer shall be named as an additional insured on all such policies, except the worker's compensation and employer's liability policies. All insurance shall also include waiver of subrogation provisions in favor of Buyer. Seller shall furnish to Buyer true and correct copies of certificates of insurance naming Buyer as an additional insured under Seller's policies, including, but not limited to, its commercial general liability policy, using an additional insured endorsement that provides primary, non-contributory coverage and completed operations coverage. Seller shall also furnish additional insured endorsements (in each case satisfactory to Buyer) to substantiate Seller's compliance with this Section 15. The certificates and additional insured endorsement shall specifically name "Sonoco Metal Packaging, LLC and all affiliates, subsidiaries, officers, directors, agents and employees of the corporation" as additional insureds and certificate holder. Seller shall provide no less than thirty (30) day prior notice of cancellation, termination or material change in coverage to Buyer. In the event Seller maintains primary Commercial general liability limits less than the minimum requirements of two million dollars (\$2,000,000) per occurrence, the limits may be completed by an excess or umbrella policy.

16. REMEDIES. The remedies in this Order shall be cumulative and in addition to any other legal or equitable remedies available to Buyer. No waiver by Buyer of any breach of any provision of this Order shall constitute a waiver of any other breach of such provision or of any other provision or right. No failure or delay by Buyer to exercise any right, power, or privilege hereunder shall operate as a waiver thereof.
17. RESTRICTIVE DATA. The use of Buyer's drawings, specifications or information by Seller in the performance of this Contract is expressly restricted to Seller's manufacture of Buyer's goods or material. Any other use or disclosure of this proprietary information by Buyer is prohibited. Buyer retains all rights in designs, drawings, specifications and other data or papers furnished Seller in connection with this Order. Upon completion of the work, Seller shall promptly return to Buyer all designs, drawings, specifications and other data or papers furnished by Buyer together with all copies or reprints then in Seller's possession or control.
18. DISPUTES. Pending resolution of any dispute under this Order, Seller shall diligently proceed with its performance hereunder. The parties shall attempt to resolve between them in the normal course of business any claim, controversy, dispute or question arising out of or relating to this Contract or the performance, interpretation or breach thereof (a "dispute"); however, if the parties fail to do so, any such dispute shall be finally settled as provided below.
- (A) Higher Level Negotiations. If a dispute is not resolved in the normal course of business, and a party wishes to pursue the matter further, it must provide the other party written notice requesting "Higher Level Negotiations." Specifically, employees of each party who have authority to settle the dispute and are at least one management level above the personnel who have been previously involved in the dispute shall meet at a mutually agreeable time and place within fifteen (15) calendar days after the receipt of such notice, and thereafter as they together deem necessary, to attempt to resolve the dispute. If the dispute is not resolved by Higher Level Negotiations within thirty (30) calendar days after the receipt of notice and the claiming party wishes to pursue the matter further, it shall provide the other party with written notice requesting arbitration of the dispute.
  - (B) Arbitration. Should the parties fail to resolve the dispute in accordance with Paragraph (A) above, any dispute shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (the "AAA Rules"), by a single independent arbitrator appointed in accordance with the said Rules. The parties specifically agree that in no case shall the Procedures for Large, Complex Commercial Disputes be used. The arbitration proceedings shall be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). The arbitration proceedings shall be governed by the law governing this contract; however, if no law is so specified, the arbitration shall be governed by the law of the State of Colorado. Any arbitration under this Section shall be conducted and governed by the following provisions:



## TERMS AND CONDITIONS OF PURCHASE (CONT'D)

1. Arbitration Procedure.
    - a. The arbitration shall be held in the greater Denver, Colorado metropolitan area.
    - b. The arbitration shall be held in the English language.
    - c. The arbitrator shall be officed or reside in the greater Denver, Colorado metropolitan area.
    - d. The AAA Rules' Optional Rules for Emergency Measures of Protection shall apply to permit either party to apply for emergency relief, as defined therein.
    - e. The arbitrator is directed to assume active case management initiative and control of the dispute resolution process and to initiate early scheduling of all events whenever reasonable to permit disposal of the dispute as expeditiously as practical, but in all events in not over three hundred sixty five (365) calendar days from the date the proceedings are formally filed. This time limit may only be extended by Contract of the parties.
    - f. The arbitration hearing shall not exceed a total of five (5) eight-hour days with two days allocated for each party to present its case-in-chief and one day for rebuttal and closing arguments, excluding procedural hearings, which may be conducted at the arbitrator's discretion.
    - g. The administrative expenses of the arbitration including the fees of the arbitrator shall be borne equally by the parties. However, each party shall bear its other expenses, including legal fees.
  2. The Arbitrator's Authority. The arbitrator shall be specifically empowered to:
    - a. Exclusively determine the arbitrability of any dispute.
    - b. Render a decree requiring specific performance. Should the arbitrator decide that a decree of specific performance would not be enforceable, he/she is empowered to award damages on a continuing basis for each day a party may delay fulfilling its obligations under the arbitration award.
    - c. Render summary judgment or summary adjudication on any or all issues in accordance with the Colorado Rules of Civil Procedure.

At the request of a party, the arbitrator shall have the discretion to order depositions, production of documents, and written interrogatories. Consistent with the expedited nature of the arbitration, the arbitrator shall order such discovery, as the arbitrator deems relevant and appropriate. Each party to the arbitration shall be limited to no more than fifty (50) hours of deposition examination including examination of third party witnesses, with no single examination taking longer than six (6) hours, but not including expert witnesses. Depositions of expert witnesses of a party shall take no longer than a combined total of six (6) hours. Each party to the arbitration shall be limited to a single set of requests for production of documents. Each party shall be limited to no more than twenty-five (25) written interrogatories. In no case shall the arbitrator have the authority to award punitive or exemplary damages except as may be specifically required by law.
  3. Award. The decision of the arbitrator shall be given in writing, and shall include specific findings of fact and law, and the reasons for the award. The award shall be final and binding upon all parties and not subject to appeal or judicial review; provided, however, that judgment upon such decision may be entered and enforced in any court of competent jurisdiction.
  4. Confidentiality. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, (other than to its agents, employees and representatives), without the prior written consent of all parties; provided however, the parties are expressly permitted to apply to a court of competent jurisdiction for entry of judgment on the award in accordance with Paragraph (B)3, above.
- (C) Right to Seek Injunctive Relief. Notwithstanding anything in this Contract, no party shall be precluded from applying to a court of competent jurisdiction to seek injunctive or other emergency relief when the party deems such relief necessary to enjoin immediate and irreparable harm.
- (D) Conflict. In the event of a conflict between the above provisions and the AAA Rules, the above provisions shall control.
- (E) Severability. In the event any provision of this Contract is determined by the arbitrator to be illegal, invalid, or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law, and all remaining provisions of this Contract shall continue in full force and effect.





## TERMS AND CONDITIONS OF PURCHASE (CONT'D)

- (F) Survival. These alternative dispute resolution provisions shall survive the termination or expiration of this Contract, by its terms, by breach, or otherwise.
19. FAIR LABOR STANDARDS ACT. Seller specifically represents that all goods sold hereunder will have been manufactured in compliance with all terms, rules and regulations issued under the Fair Labor Standards Act of 1938, as amended, and specifically including all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof. Seller further represents that all goods will have been manufactured and will be sold in compliance with all other federal, state and local laws, including those relating to pricing, performance, safety and environmental impact, and employee health and safety.
20. Sonoco Metal Packaging, LLC is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
21. COMPLIANCE WITH OTHER LAWS. Seller also represents that it will comply with other applicable laws, including but not limited to (a) the requirements of the Foreign Corrupt Practices Act of 1977 and all other applicable anti-corruption laws of any jurisdiction in all activities pursuant to its obligations hereunder, (b) applicable laws, rules, or regulations governing (re-)exports or imports to or from any country, including the trade embargo and economic sanctions administered by the U.S. Department of the Treasury Office of Foreign Assets Control, and (c) the USA Patriot Act of 2001 (Pub. L. No. 107 56), the U.S. Money Laundering Control Act of 1986, as amended and any other applicable law of any relevant jurisdiction having the force of law and relating to anti-money laundering.
22. NONASSIGNMENT. In addition to the prohibitions upon assignment contained in Section 1 of these Terms and Conditions of Purchase to this Order, this Contract may not be assigned or subcontracted by Seller or assumed by a Trustee in bankruptcy without the prior written consent of Buyer.
23. SURVIVABILITY OF OBLIGATIONS. All of the obligations, rights, indemnifications and remedies created by the provisions of this Order shall survive the cancellation, termination or the completion of this Order.
24. UNPAID MONIES: Seller acknowledges and agrees that Seller's failure to make a written claim within one year of delivery, in respect of any unpaid monies due from Buyer to Seller for goods and/or services provided hereunder shall be deemed to be a waiver and release by Seller of all such monies.
25. SECURITY PLAN. In accordance with 49 CFR Part 172.704 and Subpart I, shippers and carriers of specified hazardous materials must maintain a Security Plan which adequately addresses assessed security risks and provides security training to specified employees (as evidenced by sufficient written records). Documentation to demonstrate compliance will be provided to Buyer on request. Seller shall ensure that Seller's Security Plan is consistent with the Buyer Security Plan. Compliance with these requirements by Seller is a condition of purchase for hazardous materials.
26. SELLER GUIDING PRINCIPLES. Seller represents and warrants that it will, at all times, abide by and adhere to the provisions of Exhibit 1, which is titled "Seller Guiding Principles", to this Order. Seller agrees that a breach of this representation and warranty shall be a material breach of this Order.
27. SELLER GENERAL PROVISIONS. Seller also warrants and represents that it will, at all times, abide by and adhere to the provisions in Exhibit 2 and Exhibit 2(A), which are titled "General Contractor Provisions" and "General Work Rules for Contractors and Subcontractors", respectively, to this Order. Seller agrees that a breach of this representation and warranty shall be a material breach of this Order.
28. SELLER TRANSPARENCY IN SUPPLY CHAINS ACT COMPLIANCE. Seller represents and warrants that it complies with California's Transparency in Supply Chains Act of 2010, Cal. Civ. Code 1714.43.



## **TERMS AND CONDITIONS OF PURCHASE (CONT'D)**

### **Exhibit 1 – Seller Guiding Principles**

Dear Valued Seller,

By balancing economic, environmental and social impacts in our decision making and activities, Sonoco Metal Packaging, strives to create long-term, shared value for our stakeholders and for Sonoco Metal Packaging. . Whether it is developing sustainable products, working to reduce our environmental footprint, upholding ethical business practices and applicable law, respecting human rights or investing in local communities where we operate facilities, we are committed to making Sonoco Metal Packaging a sustainable and ethical enterprise.

#### **Purpose**

Our Seller Guiding Principles set forth the business conduct standards to which Sonoco Metal Packaging expects its Sellers to adhere. In keeping with our values, Sonoco Metal Packaging prefers to do business with companies that share our belief in the importance of economic, social, and environmental sustainability.

#### **Scope**

Our Seller Guiding Principles apply to all Sellers with whom Sonoco Metal Packaging and its subsidiaries have a contractual relationship, including contractors, Sellers of goods and services. These principles will be incorporated into all new or renewed commercial agreements between Sellers and Sonoco Metal Packaging and its subsidiaries. Sellers must be able to demonstrate compliance with Sonoco Metal Packaging's Seller Guiding Principles at the request and satisfaction of Sonoco Metal Packaging. When Sonoco Metal Packaging becomes aware that a Seller is not in compliance with our Seller Guiding Principles, the actions, or inaction, of the Seller will be reviewed, and appropriate corrective measures will be implemented.

#### **Seller Guiding Principles**

All Sellers must adhere to the following principles:

**1. Laws and Regulations**

Sellers will comply with all applicable laws, rules and regulations and requirements in managing their business and in providing goods and services to Sonoco Metal Packaging.

**2. Employment Practices/ Human Rights**

We expect our Sellers to provide an equitable and safe work environment and to adhere to, among others, the following principles:

- a. Sellers shall not employ anyone under the legal working age, nor condone physical or other unlawful abuse or harassment in any of their businesses;
- b. Sellers shall ensure that there is no forced labor, slavery or human trafficking within their operations and their supply chain;
- c. Sellers shall judge their employees upon their abilities and not discriminate on the basis of any condition or characteristic which is protected by applicable law or regulation;
- d. Sellers shall respect each employee's right to associate with any legally sanctioned organization; and
- e. Work hours, wages and benefits shall be in compliance with all applicable laws.

**3. Environment**

Sonoco Metal Packaging's Sellers are expected to maintain compliance with all applicable environmental laws and regulations in their operations and to develop and implement plans to correct any non-compliant practices or conditions.



## **TERMS AND CONDITIONS OF PURCHASE (CONT'D)**

**4. Health & Safety**

We expect our Sellers to provide a safe work environment in compliance with local, state, federal, and international laws and to implement policies and regulations in order to minimize accidents or injuries.

**5. Antitrust**

Sonoco Metal Packaging is committed to free competition in the marketplace. Conduct intended to limit competitive forces is inconsistent with that commitment and may violate antitrust laws. Sellers shall not communicate with competitors regarding current or future prices, pricing policy, sales volumes or terms, production levels or any other information that relates to the marketplace.

**6. Bribery and Corruption**

Sonoco Metal Packaging has a strict policy against bribery and corruption. Sellers shall comply with the U.S. Foreign Corrupt Practices Act of 1977 and shall not make payments or provide entertainment and gifts or anything of value directly or indirectly to government officials or others so as to influence them in the performance or non-performance of their duties or induce them to use their influence or secure any improper advantage or to obtain or retain business for Sonoco Metal Packaging.

**7. International Trade**

Sellers must comply with all applicable economic and financial sanctions, export control regulations, anti-boycott measures, and other laws and regulations that impact international trade (collectively, "International Trade Laws").

**8. Demonstration of Compliance**

Sellers will be expected to certify and demonstrate compliance with these Seller Guiding Principles at Sonoco Metal Packaging's request.