



## TERMS AND CONDITIONS OF METAL PURCHASE

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**ACCEPTANCE.** Any acceptance of this Metal 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 21 (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. **PRICE.** Prices represent the total mill price applicable to Buyer, including all fees, surcharges, tariffs, levies, or price adjustments of any kind applicable during the Contract, regardless of market fluctuations, changes in currency rates, costs, laws, regulations, tariffs, or any other variables. Applicable freight charges are identified in the Metal Purchase Order; and this Contract shall not be filled at higher prices than those specified on the Metal Purchase Order. The amount of any present or future tax applicable to the sale or delivery of the products shall be paid by Seller, and charged to Buyer as a separate invoice. Buyer shall not be liable for any of Seller's income taxes; any franchise tax measured by capital, capital stock, net worth, gross margin, gross receipt, or gross profit (including any withholding taxes imposed on gross amounts); any minimum or alternative minimum tax; or any taxes imposed by law on Seller that are prohibited by law from being passed on to Buyer. Further, Buyer shall not be liable to Seller for any employment related tax, fee, or charge. Buyer shall not be liable for any of Seller's inventory-based taxes, ad valorem taxes, or property taxes. It is Buyer's expectation and understanding that this Contract is based upon Seller's compliance with Section 16 (PRICE COMPETITIVE WARRANTY) herein and remaining competitive with other steel can stock producers and suppliers shipping within the USA and/or Canada.
4. **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.
5. **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 and terms, Buyer may, at its option and without liability or waiver of its legal remedy, terminate or cancel the Order and/or Contract without prejudice to Buyer's right to claim damages or to enforce any other remedy provided by law or in equity. All expenses of transportation and storage, if any, resulting there from shall be for Seller's account.
6. **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; will be delivered free from any security interest or any lien or encumbrance, and will be produced, packaged, labeled, sold, and delivered in accordance with all applicable laws, regulations, and orders. These warranties are in addition to all other



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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.

7. 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 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
8. COIL YIELD GUARANTEE. If the overall coil yield for any month is less than one hundred percent (100%) prime then Seller shall, within the first ten (10) business days of the next month, issue a credit to Buyer for the difference in material value between the actual prime yield and the guaranteed yield of one hundred percent (100%) prime.
9. 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.
10. CONFLICT MINERALS. Seller is not knowingly sourcing or using any "conflict minerals", as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as California Senate Bill 861, from the Democratic Republic of the Congo or any adjoining countries ("DRC Countries") for use in the manufacture of the Products supplied to Buyer that are sourced from smelters that are not certified as "conflict free" by the Conflict Free Sourcing Initiative. Upon request, Seller will respond to inquiries from Buyer, including but not limited to completing a CMRT template, regarding information relating to sourcing of "Conflict Minerals" from the DRC Countries.
11. 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.
12. 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.
13. 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 18 or as otherwise set forth herein
14. 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.
15. 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



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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.

16. PRICE COMPETITIVE WARRANTY. Seller warrants and represents that prices charged to Buyer will be no less favorable than those extended to any other customers, taking into account any and all concessions or benefits, including discounts or adjustments to published prices, rebates, credits, services, non-prime programs or offerings, pre- or post-period incentives or funding, or anything else of value in the prices charged by Seller, which customers are purchasing similar specifications and like or lesser quantities of prime tin mill products in the United States. In the event Seller reduces its prices for products of similar specifications and like or lesser quantities to others during the Term, Seller agrees to retroactively reduce the prices applicable to Buyer correspondingly.
17. INDEMNIFICATION. Seller shall indemnify, defend and hold harmless Buyer and its subsidiaries and affiliates and their respective successors, assigns, officers, directors, owners, employees, agents, representatives, customers, and end-users (the "Buyer Indemnified Parties") from and against any and all claims, demands, actions, or proceedings ("Claims") and all damages, losses, costs, penalties, fines, fees, and expenses (including reasonable legal and other professional advisers' fees and costs of enforcing this Contract) ("Damages") that are made or brought against or incurred or suffered by the Buyer Indemnified Parties to the extent such Claims and Damages result from the matters listed below:
- (i) Claims where the products have been used in the manufacture of downstream products and the Claim results from a defect in the product or a breach of the Seller's warranties under this Contract;
  - (ii) Transportation, storing, or handling of the products, prior to the completion of unloading at Buyer's designated destination;
  - (iii) Any other material breach of this Contract or the negligent, intentional, or unlawful acts or omission by or of the Seller, its employees, agents, or sub-contractors.
- This indemnification shall be in addition to the various warranty obligations of Seller.
18. CERTIFICATES OF INSURANCE. Seller shall maintain, and shall cause its contractors and subcontractors who perform under this Contract to maintain, continuously throughout the Term the following insurance coverages in respect of itself and each of its affiliates, employees, agents, representatives, and assigns from companies which are authorized to carry on the relevant class of insurance in the state(s)/province(s)/country(ies) where the insurance will apply and listed in the current and future "Bests Insurance Guide" as possessing a minimum policy holders rating of "A-" (excellent) and a financial category no lower than "VI":
- (i) Commercial general liability, including broad form vendors' liability, participants' and contractual liability, products, with limits of no less than two million dollars (\$2,000,000) combined single limit for personal injury, including bodily injury and property damage;
  - (ii) Automobile liability minimum combined single limit for bodily injury and property damage of no less than one million dollars (\$1,000,000) per occurrence covering owned, non-owned, and hired vehicles;
  - (iii) Statutory workers' compensation coverage meeting all state, local, and other applicable legal requirements; and
  - (iv) Employers' liability with limits of no less than one million dollars (\$1,000,000) per employee per accident.
  - (v) Excess/Umbrella Liability with limits of no less than one million dollars (\$1,000,000) per occurrence.
- If requested by Buyer, Seller shall furnish to the Buyer true and correct copies of certificates of insurance as evidence that such policies are in full force and effect.
19. 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.
20. 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.
21. 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



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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:
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.





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- (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.
- (F) Survival. These alternative dispute resolution provisions shall survive the termination or expiration of this Contract, by its terms, by breach, or otherwise.
22. 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.
23. EQUAL OPPORTUNITY. 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.
24. ANTI-CORRUPTION REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer that it is aware of and familiar with the provisions of the Buyer's Anti-Corruption Policy, U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and its purposes and any other anti-corruption law applicable in a jurisdiction in which Buyer and/or Seller may have conducted or will conduct business and that neither Seller nor any of its agents or intermediaries engaged in connection with this Contract has violated Buyer's Anti-Corruption Policy, or any applicable anti-corruption law. Seller further represents and warrants that it, and each of its directors, officers, and employees, as well as any subcontractors, agents, representatives, vendors, and any other intermediaries/third parties engaged in connection with this Contract, will comply in full with Buyer's Anti-Corruption Policy, the FCPA, and any other applicable anti-corruption laws at all times in connection with this Agreement. Seller acknowledges that its failure to strictly comply with the Buyer's Anti-Corruption Policy, the FCPA, or other anti-corruption laws relating to the payment of money or other items of value to private or public employees will constitute a material breach of the Agreement, enabling Buyer to immediately terminate the Agreement without liability to the Seller, whether in contract or tort or otherwise. Seller agrees to notify the Buyer immediately if a party discovers that it, or any person acting on its behalf, has violated Seller's Anticorruption Policy, Buyer's Anti-Corruption Policy, the FCPA, or other anti-corruption laws even if Seller regards the violation as immaterial. Should Seller ever receive, directly or indirectly, a request from any employee or representative of Buyer that Seller believes will or might constitute a violation of the Seller's Anticorruption Policy, Buyer's Anti-Corruption Policy, the FCPA, or other applicable law, Seller must immediately notify Buyer pursuant to the notice provisions provided herein.
25. COMPLIANCE WITH OTHER LAWS. Seller also represents that it will comply with other applicable laws, including but not limited to (a) 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 (b) 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-moneylaundering.
26. NONASSIGNMENT. In addition to the prohibitions upon assignment contained in Section 1 of these Terms and Conditions of Metal 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.
27. 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.



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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 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. Seller agrees that a breach of this representation and warranty shall be a material breach of this Order.
28. DEFECTIVE PRODUCT. Claims shall be processed according to the process, including remedies, outlined in Exhibit 2 and shall be subject to all fees outlined in Exhibit 2.
29. CONFIDENTIALITY. Seller and its affiliates agree to hold all provisions of this Contract, including the prices and fees, in strictest confidence and not to disclose such terms to anyone, including any agents, consultants, representatives, or employees of either party except on a need-to-know basis and only after such persons are advised of the provisions of this Section 29. Despite the language contained in this Section 29, the Seller and its affiliates may disclose, but only to the extent necessary, any confidential information necessary for a filing with the Securities and Exchange Commission or necessary communication with any other government agency.
30. NOTICE. All notices, approvals, or other communications required hereunder shall be in writing and shall be deemed to have been duly given on the date given and received if personally delivered; on the date received or rejected if delivered via United States Postal Service prepaid certified mail, return receipt requested; or on the date received or rejected if delivered via prepaid reputable overnight delivery service. Any such notice must be addressed and sent to the designated relationship manager of the recipient and, in the case of Seller, with a copy to: General Counsel, Sonoco Metal Packaging, LLC, 8001 Arista Place, Suite 200, Broomfield, Colorado 80021.



## 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.



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**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.





## **Exhibit 2 – Tin Mill Products Claims Policy**

### **Purpose:**

The purpose of this policy is to outline how non-conforming products shall be handled within Sonoco Metal Packaging, LLC ("Sonoco Metal Packaging") and the expectations of how it is to be handled by Sonoco Metal Packaging's suppliers. It is intended to supplement Sonoco Metal Packaging's standard Terms and Conditions of Purchase and/or any written agreements with Sonoco Metal Packaging's suppliers. It is not intended to cover all circumstances surrounding each claim.

### **Scope:**

The scope of this policy is to address claims related to products purchased by Sonoco Metal Packaging. Products that do not meet Sonoco Metal Packaging's published specifications are subject to rejection, even if the products have been paid for. This policy includes, but is not limited to, claims associated with any clause that specifies products "must perform satisfactorily for its intended use" or "be fit for a particular purpose".

### **Sonoco Metal Packaging Specification:**

Sonoco Metal Packaging will provide its specifications to its suppliers; provided, however, it is the supplier's responsibility to communicate throughout its organization the current Sonoco Metal Packaging specification(s) for the product(s) being manufactured. Changes to specifications will be communicated to the supplier through the Sonoco Metal Packaging Sourcing Department and will become effective immediately.

### **Supplier Responsibilities:**

The supplier must be responsive to any incident or claim that may arise. Suppliers will be notified by the appropriate Sonoco Metal Packaging plant when product is found to be non-conforming for any reason. This communication to the supplier will be via the Sonoco Metal Packaging Supplier Notice of Complaint (SNOC) system. It is the supplier's responsibility to contact the Sonoco Metal Packaging Plant and obtain samples, if required, of the non-conforming products within ten (10) business days of the notification of complaint. Disposition by a supplier (i.e. supplier's decision to agree to disagree that the product is non-conforming and, if so, that it is their fault) must occur within five (5) business days of obtaining samples, unless supplier notifies Sonoco Metal Packaging that it requires additional time to complete its investigation and has received written permission from Sonoco Metal Packaging to extend the disposition deadline. Where required by Sonoco Metal Packaging in its sole discretion, the supplier must provide root cause analysis to Sonoco Metal Packaging, identify the corrective action to eliminate the reoccurrence of the non-conforming products and document this corrective action within the SNOC system. With supplier's permission, Sonoco Metal Packaging may sell product that is subject to a claim under this policy as scrap and provide a scrap allowance as defined in the Section below entitled "Scrap Credit". If Sonoco Metal Packaging is unable to scrap the product that is subject to a claim under this policy, Sonoco Metal Packaging will promptly inform the supplier and supplier shall remove such nonconforming product from Sonoco Metal Packaging's Plant or related facility no later than thirty (30) days from the date of Sonoco Metal Packaging's notice that it is unable to scrap such product. If the supplier fails to act or notifies Sonoco Metal Packaging that it will not act within the time set forth above in the resolution of any claim, Sonoco Metal Packaging may at its sole discretion and in addition to any other rights or remedies which Sonoco Metal Packaging may have at law or in equity, process a debit and take the corresponding deduction from its accounts payable to supplier or any supplier affiliate. Under no circumstances shall Sonoco Metal Packaging be obligated to warehouse, store, or otherwise keep possession of any product for greater than thirty (30) days if such product is the subject of a claim that has been commenced under this policy. Sonoco Metal Packaging has the express right to dispose of (including by sale to third party) any such product after thirty (30) days; supplier shall reimburse and indemnify Sonoco Metal Packaging for any costs or expenses incurred in such disposal.

### **Disputes:**

In the case where Sonoco Metal Packaging and the supplier cannot agree as to the cause of the defect and disposition of the subject product, the claim will be elevated to the proper Sonoco Metal Packaging Sourcing and Quality Assurance Departments for further investigation. It may be necessary to involve a third or neutral party to analyze the issue. This will be determined by both parties if and when necessary. It is Sonoco Metal Packaging's intent to resolve all claims with suppliers. The decision to debit a supplier will be made only at the Sonoco Metal Packaging's Executive Team level, including, but not limited to, the Vice President of Sonoco Metal Packaging's Sourcing and Supply Chain, after reviewing all corresponding evidence.

### **Remedies**

It is not Sonoco Metal Packaging's intent to knowingly process defective products. There are, however, circumstances where defective product is not easily detected and can only be found later in Sonoco Metal Packaging's manufacturing process. If this occurs, Sonoco Metal Packaging expects to recoup the cost of the product plus the value added to the non-conforming product, up to, and including, the value-added costs of manufacturing cans and, if applicable, any claims brought against Sonoco Metal Packaging by its customers or other third parties. It is, however, Sonoco Metal Packaging's intent to mitigate mill costs as well as Sonoco Metal Packaging's other costs wherever practical. Where sorting or rework is involved, Sonoco Metal Packaging expects to recoup these costs as well. Sonoco Metal Packaging shall generally charge its suppliers around forty-five dollars (\$45)/man hour (this amount is subject to variations by plant and may be adjusted for market fluctuations) for any claim asserted hereunder. It is Sonoco Metal Packaging's intent to obtain approval from the supplier in cases where sorting or rework occurs. Due to customer obligations or other constraints, however, it may not always be feasible for Sonoco Metal Packaging to seek the supplier's approval. If Sonoco Metal Packaging is unable to timely receive approval due to customer or other constraints, any actions taken by Sonoco Metal Packaging shall not constitute a waiver of its rights to any recourse or remedy available under contract or by law, including seeking any additional fees set forth herein.

In the instances where the supplier requests the Sonoco Metal Packaging plant "retry" running the coil, Sonoco Metal Packaging's intent will be to accommodate the supplier's request after an internal review with the plant; and will assess a flat fee to the supplier of \$100/coil.



# TERMS AND CONDITIONS OF METAL PURCHASE

In addition to all of the foregoing fees, a processing fee of \$300/claim will be added to all claims.

If retry requested by supplier and retry unsuccessful					If coil is scrapped by Sonoco
Coil cost rework	Freight cost	Sorting+	Processing fee	Retry cost	
Coil cost as defined in PO	Individual by plant and supplier	\$40/ hour (differs by plant)	Up to \$300/ claim (differs by mill)	\$100/ coil	
					Scrap allowance
					Max. coil cost less \$100/coil

**Scrap Credit:**

When computing the cost of claim(s), the Sonoco Metal Packaging plant will provide a scrap allowance if the mill disposition calls for non-conforming product to be scrapped. Under no circumstances will a credit be given that is greater than the value of the amount Sonoco Metal Packaging received for the non-conforming product, less \$100 per claim to accommodate the cost of organizing the removal of the non-conforming product from Sonoco Metal Packaging's premises. All other fees and remedies as defined in Section "Remedies" will still apply independently of and in addition to this fee.

**Transportation Issues:**

Non-conforming products delivered to a Sonoco Metal Packaging plant with noticeable transit damage will be documented. Where possible, pictures will also be taken and the carrier will be required to sign-off on the damage. In situations where transit damage is not readily apparent, the defect will be documented and the carrier and supplier will be notified as soon as the defect is detected (e.g. rust, chain damage, etc.). This includes any non-conforming product that is first shipped to an outside warehouse prior to delivery to a Sonoco Metal Packaging plant. Sonoco Metal Packaging expects its suppliers to be active participants and assist in resolving any claim against a carrier for transportation damage. This assistance may include barring a carrier from future business with Sonoco Metal Packaging. It is the corresponding Sonoco Metal Packaging plant's responsibility to cooperate with the supplier by furnishing the supplier with as much information and documentation as possible to support the claim for transportation damage.

**Plant Responsibility:** Each individual Sonoco Metal Packaging plant will notify the supplier directly regarding claim information via the SNOC System. This communication will include the appropriate claim documentation such as product identification; defect type, location, and physical samples of the defect, which will be retained as applicable.

**Corporate Sourcing Responsibility:**

Sonoco Metal Packaging's Corporate Sourcing Department will assist the plants in negotiating unresolved claims. In the event that Sonoco Metal Packaging Sourcing is unsuccessful in securing a supplier's acknowledgement of a claim, the decision to debit and/or reduce future business will be elevated to the Sonoco Metal Packaging Executive Team.