

# Peru PO Terms & Conditions

## Compliance

This purchase order is a request made by OI and will be considered accepted by the Supplier when the first of the following events occurs:

- There is a written notification of acceptance from supplier to OI.
- Two days after the purchase order is received without written notification from the Supplier of the non-acceptance.

## Purpose- Object

By means of this purchase order, the Supplier undertakes to comply with all the terms and conditions agreed in the terms of reference, data sheet and other specifications indicated by OI regarding the purchase order unless it is established a written agreement that will prevail over the purchase order.

## Place of Delivery of the Good or Service

Delivery will be made as established in the purchase order. Keep in mind that the days and hours of warehouse service for the delivery of goods or materials are Monday through Friday from 8:00 am to 12:00 pm and from 1:00 pm to 4:00 pm. The personnel in charge of warehouses is the only one authorized to receive materials and deliver the receipt certificate. All goods and services must be delivered with an original copy of the Referral Guide before the twenty-fifth (25th) of each month. In the event that the material delivered has a safety data sheet and / or quality certificate, it must be delivered together with the merchandise.

## Price

OI will pay the Supplier the amount specified in the purchase order. The Supplier will not increase prices unless there is a written agreement with OI.

In case of electronic invoicing, the Supplier should send the invoice to the email [Recepcionfacturas.PE@o-i.com](mailto:Recepcionfacturas.PE@o-i.com) according to OI's pre established format. otherwise it should be sent to Pampas de Mamay Lote A 2-3, Urb. Praderas de Lurín, distrito de Lurín, Provincia y Departamento de Lima. **The invoice must expressly mention the purchase order number.**

## Payment

All invoices filed and overdue that do not present nonconformity by OI will be paid within the established period considering that the payments of OI are made on the first and third Thursday of each month. In case those days are holidays, the payment will be made on the next business day. Payments made by electronic factoring shall be made on Fridays.

If you have any questions about payments, please go to the following LINK  
(<https://www.o-i.com/check-account/>)

## Confidentiality

5.1 The CONFIDENTIAL INFORMATION contained in this purchase order may refer, but not exclusively, to software, data, machinery, products, production process, design, development, and manufacture of various packaging systems, including packaging components such as lids and/or accessories.

5.2 Up to five years from the date of the purchase order, the receiver of this information will be obliged to comply with the procedures established, under what is described below.

5.3 The receiver of the CONFIDENTIAL INFORMATION provided may not disclose the information to third parties. Additionally, the CONFIDENTIAL INFORMATION may not be used by the receiver under any circumstances except the study of future business between the parties.

5.4 CONFIDENTIAL INFORMATION could include, as example, but not exclusively, know-how, formulas, processes, technology, designs, sketches, photographs, drawings, designs, logos, specifications, samples, reports, customer lists, price information, studies, evidence, inventions, and ideas. If the provision of information occurs without being in writing, through words or visual inspection, the informant shall have the right to establish in writing the confidential nature of the information within a reasonable period after it has been disclosed. The amount of CONFIDENTIAL INFORMATION to be disclosed is at the discretion of the party who provides the information. The receiver of the CONFIDENTIAL INFORMATION must use it for the sole purpose established in point 3, and must keep it in strict confidentiality and prevent exposure to third parties and limit the disclosure of CONFIDENTIAL INFORMATION internally, within its organization, only to the individuals whose responsibilities justify the need to know the CONFIDENTIAL INFORMATION.

5.5 This clause does not grant any other right over the CONFIDENTIAL INFORMATION, and what is contained in this purchase order should not be interpreted as a license for use of the information.

5.6 The receiver of the CONFIDENTIAL INFORMATION, will not be obliged to comply with this clause, when: (a) the information is already available to the general public; (b) the information was provided to the general public, without the receiver having disclosed it; (c) the receiver can demonstrate that the information was already public before receiving such information; (d) the receiver obtains the information from a third party, without any restriction of confidentiality; or (e) the information was disclosed, without the receiver or its employees have direct or indirect contact with it.

## Taxes

Parties will be responsible for the taxes that correspond to each of them under Peruvian Law.

## Legality, Anti-Bribery Commitment and Code of Ethics

The Supplier must have all permits, certifications, authorizations and/or licenses to perform the service or deliver the requested good. In that sense, the Supplier declares and guarantees the compliance with the rules that are in force in the country and applicable to its activity.

The Supplier shall be subject to the regulations in force in the Republic of Peru regarding anti-corruption and the United States of America.

The Supplier warrants and undertakes that it and its shareholders, directors, managers, representatives, workers, contracted personnel and/or approved subcontractors shall refrain from the following:

Participate in acts of corruption and/or delivery of bribes, advantages, hospitality, valuables and/or gifts, or that could be considered to obtain a benefit in their favor.

Influencing the decision of officials or public servants through the granting of bribes, advantages, care, valuable objects and/or gifts, either to such officials or public servants or their families, with the purpose of obtaining some benefit in their name or in their favor.

Make facilitation payments on behalf of or on behalf of OI.

Granting personal benefits to officials (or their family members) of other private entities with whom it is necessary to deal on behalf of OI.

Grant benefits, hospitality, advantages, gifts or, in general, any object of value to OI's collaborators and/or officials.

Furthermore, the Supplier undertakes to take the appropriate measures to inform its personnel about the conditions of this commitment.

Neither party, nor its shareholders, directors, managers, representatives, workers, hired personnel and/or approved subcontractors, acting directly or indirectly on its behalf, shall order or in any way cause the other, its shareholders, directors, managers, representatives, workers, hired personnel and/or approved subcontractors, to engage in any of the prohibited conduct described in subparagraphs (i) through (v) of the preceding paragraph.

Failure to comply with the obligations assumed by the Supplier in this clause shall be cause for automatic termination of this Contract, pursuant to the provisions of Article 1430° of the Civil Code, without prejudice to the compensation that may be generated by the acts performed.

The Supplier declares and guarantees compliance with the rules that govern in the Republic of Peru and that are applicable to its activity, including, among others, compliance with anti-corruption laws and those that regulate safety, occupational health and industrial hygiene, exports, design or manufacture of industrial goods and environmental protection. The Supplier declares that it has known and accepted the EHS Manual for Contractors and OI's Code of Ethics and Business Conduct and agrees to follow and observe OI's instructions, recommendations and specifications related to ethics, safety, industrial hygiene and environmental protection, under penalty of non-compliance.

The Supplier declares that it has received OI's Code of Ethics and Business Conduct, which is made available to it at this link: <http://investors.o-i.com/corporate-governance-conduct>.

## Audits

The supplier acknowledges that at any time OI can directly or through a third party perform audits or inspections at the supplier's facilities.

## Source of Incomes

The supplier declares that both, the resources used in the execution of entrusted services or in the supply of goods under the purchase order, as well as all of its resources, come from lawful activities, and that neither he, his partners or administrators have negative records in listings of prevention of laundering of national or international assets, nor do they incur in any of the two categories of money laundering (conversion or movement) and that consequently is obliged to respond to OI for all damages that may be caused as a result of this statement. In accordance with the foregoing, it will be just cause for termination of the relationship between the parties, the inclusion of the Supplier, its partners, its administrators, or the subcontractors in the OFAC listings or any other local, foreign or international authority as a suspect of asset laundering activities. Thus, the Supplier will respond to OI or any third party affected by the damages caused.

## Social Responsibility

OI works with its suppliers to ensure that the composition of products does not contain "Conflict Minerals" (Tin, Tungsten, Tantalum and Gold) explored in conditions of armed conflict and human rights abuse in the Democratic Republic of the Congo (DRC) and neighboring countries. In this way, suppliers must respond to requests for information and cooperate in possible audits.

OI, requires that its suppliers do not link or incorporate underage staff in the development of their own activities.

## Penalties for Non-Compliance

In the event of delay in compliance with the agreed date caused by the Supplier and/or in the event of non-compliance with the agreed quality standards and/or agreed specifications or other established obligations, OI shall be entitled to charge the Supplier a sum equivalent to 1% of the value of the order for each day of delay or non-compliance without exceeding 15% of the value of the purchase order. In the event that the non-compliance persists for more than 15 days or that it cannot be remedied, 20% of the total value of the purchase order shall be applied as a penalty clause and, in addition, OI may unilaterally and in advance terminate the commercial relationship covered by this Purchase Order, without any type of compensation for the Supplier. The Supplier understands that this clause confers to OI the possibility to apply the fine, penalty clause and even to demand the compliance of the main obligation and claim additional damages, without the need of a default requirement or any additional procedure. OI clarifies that the application of sanctions will be made in accordance with the legislation in force and therefore force majeure and fortuitous cases are exempt from liability.

## Responsibility

The Supplier shall hold OI harmless and liable for all costs, damages and losses caused by events attributable to the Supplier. The parties declare that the obligations assumed by both have been considered by them as obligations of result, since all the necessary technical means and facilities are available to achieve their compliance in the agreed form. In this sense, the Supplier guarantees compliance with the agreed specifications, in relation to quantity, quality and time, to which it is obliged to OI.

If as a result of errors or omissions, inefficiency, gross negligence, slight negligence, negligence or failure to comply with the obligations assumed by the Supplier and/or its personnel, (i) claims, complaints, proceedings or any other action by any third party with an interest before any administrative, police, judicial or arbitral authority; or (ii) administrative proceedings sanctioned ex officio by any competent authority, OI shall have the right to recourse against the Supplier for any payment that it should have assumed, including advisory fees, costs, expenses, fines, and any other concept obliged to be paid.

In addition, if as a result of errors or omissions, inefficiency, gross negligence, slight negligence, negligence or failure to comply with the obligations assumed by the Supplier and/or its personnel, any type of damage and/or harm to OI is generated, OI shall be entitled to claim against the Supplier for any concept that it should have assumed with respect to the damage and/or harm suffered.

The parties agree that OI may offset the above payment obligations with the remuneration(s) or any other outstanding credit(s) in favor of the Supplier.

## Assignment and Subcontracting

The Supplier undertakes to comply directly with its obligations, and may not assign or subcontract them, in whole or in part, without prior written authorization from OI.

## Right of Retention

If the Supplier fails to comply with its obligations under this Purchase Order, in the opinion of OI, OI shall be entitled to withhold the amounts owed to the Supplier until compliance is achieved. If, for any reason, OI is obliged to recognize or pay any amount of money for salaries, benefits or indemnities in favor of workers of the Supplier or to make any other expense that according to this contract corresponds to the Supplier, OI may claim against the latter for the amount paid, plus the expenses and costs arising from the corresponding disbursement.

## Intellectual Property

The Supplier undertakes to refrain from infringing any rights related to trademarks, patents, industrial secrets, copyrights, intellectual or industrial property, being liable to OI for the obligations assumed.

In this sense, the Supplier shall not use and/or exploit, directly or indirectly, any of the distinctive signs or those related to the rights mentioned in the preceding paragraph owned by OI (including, but not limited to, product brands, service brands, commercial names, logos and any other element of industrial and intellectual property owned by OI, except those expressly authorized by OI for the fulfillment of the Contract's purposes.

## Personal Data Protection

If applicable, the parties understand that all the information about which they become aware from this contractual relationship, and which contains personal data, must be treated by both parties following the principles and provisions established in Law No. 29733, Law on the Protection of Personal Data and its Regulations approved by Supreme Decree No. 003-2013-JUS.

The parties declare that the information provided will be used exclusively for the purposes of this purchase order, and may not be treated differently from that for which it was provided, nor be disclosed to third parties.

Therefore, the Supplier must carry out the treatment in accordance with the legal regulations in force on the matter, executing for its compliance and that of this clause, the necessary measures for the adequate protection of personal data.

## Nature of Relationship

The parties expressly acknowledge and declare that this contract does not create or constitute an employment relationship between OI and the personnel employed by the Supplier for the execution of this purchase order. Consequently, OI shall not assume any labor obligations of any nature, to the extent that neither the Supplier nor the personnel indicated above are subject to any subordination or dependence whatsoever, nor to any specific working hours or orders from OI, being that the Supplier shall provide the service and/or the delivery of goods at its own risk, in an independent, autonomous and non-exclusive manner. This stipulation also applies to those persons who may cooperate or collaborate with the supplier in the execution of this purchase order.

It is hereby agreed that, if OI is required to pay any of the obligations which, according to the previous paragraph, are the exclusive responsibility of the Supplier, the latter shall immediately reimburse OI for the amount paid. Notwithstanding the foregoing, OI may offset any amount paid pursuant to the foregoing against any outstanding payment obligation.

Both parties recognize that the contracted services are not part of OI's main activity. Therefore, the services qualify as an integral assignment of complementary activities, thus not constituting either an outsourcing in the terms legally established, or a simple provision

of personnel.

## Occupational Health and Safety

If applicable, the Supplier undertakes to observe the following provisions:

The Supplier shall observe the provisions of the current Law on Safety and Health at Work and its Regulations, and shall inform all personnel under its supervision of the risks related to their work and the dangers to their health, permanently instructing them on the applicable prevention measures.

The Supplier guarantees that in the event of any accident that may occur, whether it causes physical or material damage, or any claim or complaint that may arise from failure to comply with the Occupational Safety and Health Act and its Regulations, OI will be held harmless against any penalties that may be imposed.

The Supplier acknowledges and undertakes to comply with OI's Occupational Safety and Health Regulations.

If during the execution of the purchase order an accident occurs that causes physical and/or material damage to the Supplier's, OI's or third parties' personnel or property, the Supplier, in addition to taking the measures required by the accident, shall determine the causes thereof and shall submit a detailed report to OI, within a maximum period of five (5) calendar days as of the date of occurrence of the event and shall comply with the obligations established by the rules of the matter for these cases.

OI retains the right to inspect the Supplier in an unannounced manner, to verify that the Supplier, its workers, consultants, subcontractors and any other person under its supervision, have the necessary protection and safety implements. No work may be started or restarted until the Supplier proves that such protection and safety devices are in place for all personnel designated to perform the duties of this agreement Contract.

## Requirements to Develop Activities Within O-I Facilities

To access OI facilities, the Supplier must comply with the procedure defined in PER\_PRO066 Control of visits, Suppliers, third parties and contractors, which in general establishes the following minimum requirements for access to the facilities.

If applicable, during the execution of works in the facilities, the Supplier shall comply with the provisions of procedure PER\_PRO100 Third Party HSE Management.

All equipment entering the facilities must comply with the procedure PR-SS-013 Safety Guards.

All mobile equipment or vehicles must take into account what is described in procedure PER\_PRO06 Operation of Vehicles and Mobile Equipment.

All activities involving the storage and use of chemical or hazardous products within OI facilities must comply with procedure PER\_PRO038 Storage, Transportation, and Handling of Hazardous Materials.

## Governing Law

The Parties declare that, in the event of any conflict related to the interpretation, execution and/or resolution of the present purchase order, and in general for all matters related to the fulfillment of the present order, the intervening parties renounce their respective jurisdictions and submit to the jurisdiction of the Judges and Courts of the Judicial District of Lima-Cercado, indicating as their addresses the ones stated in the introductory part of the present document.