



Sonoco Products Company  
Industrial Carriers Division  
General Terms and Conditions of Sale (Canada)

Unless otherwise provided by separate written contract duly signed by the buyer ("Buyer") and Sonoco Products Company or its applicable subsidiary or affiliate ("Sonoco"), the terms and conditions specified below shall apply to any shipment of products or commencement of related services (collectively, "Products") by Sonoco to or for Buyer. ANY ADDITIONAL OR DIFFERENT TERMS IN FORMS PROVIDED BY BUYER WILL BE DEEMED OBJECTED TO AND REJECTED BY SONOCO AND SHALL BE OF NO EFFECT. Buyer will be deemed to have accepted these terms and conditions unless Buyer notifies Sonoco in writing of any specific objection(s) no later than five (5) days after receipt of the document or other communication incorporating or referencing these terms and conditions. Such notice must be separate from any other communication or document provided by Buyer to Sonoco.

1. Unless otherwise stated on quotes provided by Sonoco, prices shall be in Canadian currency and delivery of Products will be FOB Sonoco's manufacturing facility. Prices are subject to change without notice. Buyer shall be responsible for all taxes, duties, or other charges imposed by any governmental authority with respect to the manufacture, sale, transportation, delivery and/or use of the Products. Unless specified otherwise by Sonoco, delivery of Products in a quantity varying not more than ten percent (10%) from Buyer's requested quantity shall be deemed complete delivery and payment shall be made for the actual quantity delivered. Unless specified otherwise by Sonoco, all delivery dates are Sonoco's good faith estimates of shipping and are not guaranteed.
2. Payment terms shall be 1% 10 Net 30 days from date of Sonoco's invoice. The payment terms or cash discount period available to Buyer shall commence on the date the invoice is created. Buyer shall not be entitled to withhold payment or deduct from any invoice the amount of any claim asserted against Sonoco or any affiliate of Sonoco.
3. Sonoco warrants that at the time of delivery (a) the Products supplied hereunder shall conform to any mutually agreed-upon specifications, and (b) Sonoco shall have and convey to Buyer good title to the Products, free from all liens, encumbrances and claims of third parties, and (c) the Products will not infringe any existing Canadian patents held by third parties; provided, however, that the foregoing warranty does not extend to infringement arising out of any designs, specifications, technology, or materials provided by Buyer to Sonoco for use in producing the Products, or the use of the Products in combination with other products or in the operation of any process. Sonoco makes no other warranties, expressed or implied, by operation of law or otherwise, including, specifically, SONOCO MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE MERCHANTABILITY OF SAID PRODUCTS OR WITH RESPECT TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Sonoco further warrants that any Products delivered hereunder were produced in compliance with the requirements of applicable provincial employment standards laws.
4. Buyer's exclusive remedy for any claim arising in connection with Products supplied hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise, will be to notify Sonoco in writing of the claim within thirty (30) days of delivery of the Products and Sonoco will, upon confirmation of its breach or other fault, at its option, replace or repair the Products or refund the purchase price. Sonoco will not be liable under any circumstances for any indirect, incidental, special, consequential, or punitive damages, including without limitation any loss, damages, or expenses directly or indirectly arising from the use of goods, warehousing or manufacturing costs, lost profits or goodwill, labor, handling and service charges, recall or lost product costs or die, equipment, or machine breakage.
5. Except for the exercise by Buyer of its exclusive remedy described above, Buyer agrees to indemnify, hold harmless and defend (including, without limitation, reimbursement for reasonable legal fees and expenses of litigation) Sonoco, its directors, officers, agents, servants, representatives or employees, against any and all claims, by whomsoever made, arising in connection with Products sold hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise for loss, damage or injury to property or person (including injuries resulting in death) allegedly caused by or arising out of the use of Products sold hereunder. The term "claims" wherever used in this paragraph shall include, without limitation, any claims in which Sonoco, its directors, officers, agents, servants, representatives or employees, have or are alleged to have been negligent or otherwise to have contributed to the loss, damage or injury.
6. Sonoco may, with respect to Products supplied hereunder, provide Buyer with confidential or proprietary information, including, without limitation, descriptions, specifications, pricing information, drawings, manufacturing methods, marketing information, formulae or compositions. Buyer agrees to take precautions to protect such information and not to disclose, in whole or in part, any such information or information regarding Products supplied hereunder or the relationship between the parties, without the prior written consent of Sonoco, and to bind its employees, officers and agents to this same obligation. This obligation shall not extend to information that is generally published or lawfully available from other sources or that was known to Buyer prior to disclosure thereof by Sonoco.
7. Sonoco will not be liable for default or delays in delivery of Products supplied hereunder if such default or delay is caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any similar or different contingencies beyond Sonoco's reasonable control. Quantities so affected may be eliminated from the amount ordered at the sole discretion of Sonoco without liability, and Sonoco may allocate its available supply internally or among its various customers (including affiliates) in any manner deemed fair and reasonable by Sonoco in its sole discretion.
8. Buyer shall not delegate any duties or liabilities nor assign any rights or claims hereunder without the prior written consent of Sonoco. Any such attempted delegation or assignment shall be void. Except as provided in this provision, the terms set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the parties.
9. The parties' respective obligations hereunder are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of or relating to any order or the Products. The Parties hereby waive any objections they may have to the venue being in such courts including, without limitation, any claim that any such venue is in an inconvenient forum. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
10. Failure by either party to require strict performance hereunder will not be deemed a waiver of that party's right to subsequently require strict performance. Except as provided expressly herein, these terms and conditions constitute the entire agreement of the parties with respect to the Products, all prior and contemporaneous agreements being merged herein, and may not be modified except by written instrument executed by duly authorized officers of each party hereto.
11. The parties agree that these General Terms and Conditions of Sale and all related documentation be prepared and delivered in the English language only. *Les parties conviennent que ces conditions générales de vente (General Terms and Conditions of Sale) et que toute la documentation relative soient rédigées et soumises en la langue anglaise seulement.*