

Purchase Order Terms and Conditions New Zealand

1. GENERAL

- 1.1. The parties to this Contract are the Sealed Air entity named in the Purchase Order ("We", "Us", "Our") and the person or organisation named as supplier in the Purchase Order ("You", "Your").
- 1.2. Subject to clause 3, these Conditions prevail in any conflict between them and the Purchase Order or any authorised contract with Us.
- 1.3. No variation of this Contract is legally binding upon either party unless in writing and signed by both parties.
- 1.4. A reference to "\$" or "dollars" in the Contract is to New Zealand dollars (unless expressly stated otherwise).
- 1.5. The use of the word "includes" or "including" shall be interpreted to mean "includes" or "including without limitation".

2. ACCEPTANCE

- 2.1. You are taken to have accepted the terms and conditions of this Contract by indicating Your acceptance by oral or written communication to Our nominated contact officer, or by Your conduct that is consistent with the existence of a contract. For example, where You start to perform Your obligations under the Contract even though You have not expressly advised Us of Your acceptance.
- 2.2. "Contract" means an authorised contract with Us, created by Our applicable purchase order ("Purchase Order"), Our applicable specifications (if any) and these Standard Terms and Conditions.
- 2.3. Any terms or conditions that are different from, inconsistent with, or in addition to these Conditions are expressly excluded, whether contained in Your invoice, conditions of sale, or otherwise.

3. SPECIAL CONDITIONS

- 3.1. The Contract includes any special conditions referred to in the Purchase Order ("Special Conditions"). If any such Special Conditions are inconsistent with the conditions of the Contract or any other authorised contract, the Special Conditions will, to the extent of the inconsistency, prevail.

4. SERVICES

- 4.1. You must at all times perform any services specified in the Purchase Order ('Services') with all reasonable care and skill and, where applicable to a high standard in accordance with relevant best practice.
- 4.2. You must perform the Services in accordance with the specifications, including any timeframe, set out in the Purchase Order.
- 4.3. The Services must be free from defects (including in respect of performance) and be complete according to the specifications of the Contract.
- 4.4. If the Services are not provided according to such specifications under the Contract, We may, by notice, require You to remedy any default in the performance of the Services, redo the Services or complete the Services, at no additional cost to Us, or We may terminate the Contract as provided in clause 16 below.
- 4.5. Where You fail to remedy Your default in performance, complete the Services, or redo the Services within 30 days after notification by Us under subclause 4.4 We may perform the work or have it performed, the cost of which will be offset against any fees payable to You under the Contract, but where the costs exceed any remaining payments under the Contract, We may recover the cost from You.

5. GOODS

- 5.1. Any goods specified in the Purchase Order ('Goods') must be free from defects (including in respect of performance), must be of satisfactory quality, and must meet their purpose and be complete.
- 5.2. The Goods must be delivered in accordance with any specifications, including any timeframe, set out in the Purchase Order.
- 5.3. We may inspect the Goods at any time.
- 5.4. If there is a defect in the Goods or the Goods are not delivered in accordance with the specifications, We shall be entitled to reject any Goods supplied in whole or in part which are not in accordance with the Contract, or We may by notice require You to remedy the defect, or complete the Goods, at no additional cost to Us.
- 5.5. If the Goods do not meet their purpose or are not in accordance with the Contract, We may by notice require You to replace the Goods at no additional cost to Us.
- 5.6. Where You fail to:
 - (a) remedy a defect in the Goods;
 - (b) complete the Goods, or
 - (c) replace the Goods;
 within 30 days after notification by Us under subclauses 5.4 and 5.5, We may perform or have performed the necessary work and recover the cost from You.
- 5.7. Without additional cost to Us, You must provide reasonable access to Your premises and all other necessary assistance for Our representatives to inspect any manufacture or assembly of Goods.

- 5.8. If We require, You will submit samples of Goods, and You must not proceed to bulk manufacture until We have approved the samples.
- 5.9. We do not accept Goods, even after payment of the relevant invoice until We have had a reasonable time, at least 30 days to inspect the Goods following delivery, or during use in the case of latent defect(s).
- 5.10. A full description of the Goods must appear clearly and legibly on the outside of every package. If the Goods are hazardous they must be clearly marked with the proper hazard labels in accordance with applicable law and international standards.
- 5.11. You shall pack the Goods appropriately for delivery to Our address and shall be responsible for any damage caused by inadequate packaging and improper loading.

6. PASSING OF TITLE & RISK

Property in, and risk of loss or damage to, the Goods passes to Us when the Goods are delivered to Us unless consignment terms are otherwise agreed in writing by the parties. In case of technical equipment, the risk shall transfer to Us only after inspection and functional testing has been undertaken with satisfactory results. You shall at your own cost, take out all necessary insurance policies with a reputable insurance company to insure the Goods until risk passes to Us. On request, You will provide Us with copies or certificates of such insurance as evidence of compliance with this clause 6.

7. WARRANTY

- 7.1. You warrant to Us that the Goods:
 - (a) will be of merchantable quality, free from all latent and patent defects and fit for any purpose held out by You or made known to You in writing at the time the Purchase Order is placed by Us;
 - (b) will meet and conform to any and all relevant specifications under the Contract;
 - (c) will comply with all statutory laws and regulations relating to the supply of the Goods and Services; and
 - (d) will not infringe any intellectual property or other rights of any third party.
- 7.2. The warranty period commences on the date of delivery or acceptance of the Goods, whichever is the later, and shall be valid for one (1) year, or the length of Your or the manufacturer's standard warranty period, whichever is longer ('Warranty Period').
- 7.3. You warrant that You are the legal and beneficial owner, and will convey good title of the Goods, free from any third party interests.
- 7.4. You warrant that during the Warranty Period, the Goods are free from defects in design, materials and workmanship.
- 7.5. If We, within a reasonable time after acceptance, give You notice of any defect or omission discovered in the Goods during any Warranty Period, You must, during the Warranty Period, at Your cost and risk remedy defects in warranted Goods by repair, replacement or modification at Our option. You must meet all costs incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.
- 7.6. Where You fail to rectify a defect covered by warranty within 30 days after notification by Us, We may perform, or have performed, the necessary remedial work, and all costs and outgoings incurred will be reimbursed to Us by You.
- 7.7. You warrant that We are free to use the Goods or any product of the Services once delivered to Us.
- 7.8. You indemnify Us in full against all claims, liability, fines, loss, damage, costs and expenses (including legal expenses and attorney fees) incurred by Us as a result of or in connection with:
 - (a) breach of any warranty given by You;
 - (b) any claim that the Goods and/or Services infringe, or their importation, use or resale infringe the intellectual property or other rights of any other person/entity;
 - (c) any act or omission, including delay, by You or Your employees, agents or sub-contractors in supplying, delivering, and installing the Goods and/or Services; and
 all claims made against Us for losses, damages or expenses sustained by Our agents, customers or third parties to the extent that this arose from by Your supply of the Goods and/or Services.

8. CONTRACT PRICE

- 8.1. The contract price for the Goods or Services specified in the Purchase Order includes all applicable GST or VAT taxes ("Price").
- 8.2. Subject to clause 8.1 You will be liable for all taxes, duties or government charges relating to the delivery of the Goods or performance of the services. Contract price may be increased only with Our prior written consent.

9. INTELLECTUAL PROPERTY

- 9.1. "Intellectual Property" includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions

- (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include moral rights (being the rights of attribution and integrity of authorship and the right not to have authorship falsely attributed) or the rights of performers.
- 9.2. Unless otherwise agreed or notified between the parties all Intellectual Property created under the Contract and relating to the Goods or Services is, from the time of creation of the right, owned by Us.
- 9.3. You are granting Us an irrevocable, non-exclusive, transferable, royalty-free licence to use Your Background IP rights in connection with the Goods and Services for the use, repair, maintenance, upgrade or modification of the Goods or equipment the subject of the Services. "Background IP Rights" means Intellectual Property rights in any information or materials owned or controlled by a party prior to the commencement of or independently from the Contract.
- 10. INDEMNITY AND INSURANCE**
- 10.1. You indemnify Us, against all loss, damage, injury or expense We may sustain or incur as a result, whether directly or indirectly:
- of any breach of this Contract including any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Our receipt or use of the Goods or Services; or
 - of any act or omission involving fault on Your part in relation to the provision of Goods or Services under this Contract.
- 10.2. You will, for so long as any obligations remain in connection with this Contract, effect and maintain, with a reputable insurance company reasonably acceptable to Us, all insurances that would adequately protect You and Your personnel (including subcontractors of any tier) in the event of any liability arising out of the supply or performance of the work under the Contract (including latent defects), including:
- 10.2.1. a public and products liability insurance which provides coverage for an amount of not less than \$10 million per occurrence or such other amount as agreed in writing between the parties;
 - 10.2.2. contract works insurance covering loss of or damage to the work (if any work will be performed on site);
 - 10.2.3. if the work includes any consulting or design, professional indemnity insurance for an amount of not less than \$5 million per occurrence;
 - 10.2.4. comprehensive motor vehicle insurance (if applicable);
 - 10.2.5. workers' compensation insurance to cover Your liability to persons engaged by You to perform the work; and
 - 10.2.6. any other insurance which is required by law to be effected in the location where the work is to be performed.
- 10.3. The public and products liability policy and the contract works policy (if any) must name Us as an additional insured and contain a waiver of subrogation against Us.
- 10.4. Upon Our request, You will provide Us with proof of insurance as required in this clause 10 and We may withhold payment until such proof is provided by You.
- 10.5. If You fail to comply with Your obligations under this clause 10 We may, as appropriate, take out insurance of the types specified in this clause 10 and the premiums paid in respect of those policies will be a debt due to Us.
- 11. DISCLOSURE OF INFORMATION**
- 11.1. You, Your employees or agents, must not disclose or make public any information or material acquired or produced in connection with the Contract without Our prior written approval.
- 11.2. You shall keep in strict confidence, and shall not disclose to any third party, all technical know-how, inventions or processes and any other confidential or commercially sensitive information concerning Our business, which has been disclosed to or obtained by You from Us.
- 11.3. On request, You shall immediately return to Us all confidential or commercial sensitive information, which has been provided to You by Us.
- 12. CONFLICT OF INTEREST**
- 12.1. You warrant that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of Your obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict of interest arises, You undertake to notify Us immediately in writing of that conflict or risk.
- 13. GOVERNING LAW AND FORUM**
- 13.1. This Contract is governed by the laws of New Zealand (excluding: a) any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction; and b) if applicable, excluding the United Nations Convention on Contracts for the International Sale of Goods) and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.
- 13.2. If a difference or dispute arises between the parties arising out of or in connection with the Contract ("dispute"), the aggrieved party must send a written notice to the other party setting out the nature of the dispute,

- what outcome that party wants and what action they think will settle the dispute.
- 13.3. The parties must use best endeavours to resolve the dispute by mutual negotiation. If any dispute is not resolved within 28 days of the matter arising, either party may require the matter to be referred to mediation by notice to the other party setting out the general nature of the difference.
- 13.4. If the parties fail to agree on mediation or settle the dispute by mediation within 28 days of the matter being referred to mediation, then either party may initiate litigation to resolve the dispute.
- 13.5. Either party may take immediate steps at any time to seek urgent injunctive or equitable relief before an appropriate court.
- 14. PAYMENT**
- 14.1. We will pay for the Goods or Services according to payment terms specified in the Purchase Order. The payment period will commence following the last to occur of Our acceptance of the Goods or the satisfactory provision of the Services and receipt of a correctly rendered invoice. If this period ends on a day that is not a business day, payment is due on the next business day.
- 14.2. An invoice is correctly rendered if it is complete, it is sent to the address specified by us, contains (i) a tax invoice number and invoice date, (ii) Your name, ABN and GST number and a description of the Goods and Services supplied, (iii) Our relevant 10 digit Purchase Order number, (iv) Your bank account details (if these have not previously been provided to Us), (v) the amount has been calculated in accordance with prices set out in the Purchase Order and, where explanation is necessary, accompanied by documentation substantiating the amount claimed. Invoices must be sent in PDF format with only one invoice in each PDF.
- 14.3. If You owe us money for any reason We shall be entitled to a right of set off as against amounts owed to You under this Contract.
- 14.4. If VAT or GST applies, You must give Us a tax invoice to enable Us to claim an input tax credit.
- 15. SUBCONTRACTING AND ASSIGNMENT**
- 15.1. You must not, without Our prior consent in writing, subcontract the whole or any part of the work under this Contract. Despite any approval to subcontract, You remain fully responsible for the performance of Your obligations under the Contract.
- 15.2. You agree to make available to Us, if We request, details of all subcontractors engaged by You in the performance of this Contract, and You acknowledge (and agree to inform subcontractors) that we may publicly disclose the names of all subcontractors engaged.
- 15.3. You must not, without Our consent in writing, assign Your rights under this Contract. Any purported assignment without such consent shall be null and void. We may, in our absolute discretion, assign, pledge or transfer our interest in the Contract (or any part of it) and any of its rights or obligations hereunder without Your prior written consent.
- 16. TERMINATION**
- 16.1. We may terminate this Contract or reduce the scope of Goods or Services by giving You 30 days' prior written notice.
- 16.2. We may immediately terminate this Contract or reduce the scope of the Goods or Services by giving 14 days prior written notice to You:
- (a) if You are in breach of the Contract or outstanding Purchase Order;
 - (b) if at any time You become insolvent or if any bankruptcy proceedings are instituted against You or if any receiver or administrator is appointed to Your business;
 - (c) if You cease or threaten to cease to carry on business.
- 16.3. On such termination We can:
- (a) cease payments under the Contract;
 - (b) recover from You all sums paid for Goods or Services not provided; and
 - (c) purchase similar services from alternative suppliers and claim by way of indemnity from You any loss it may incur in doing so.
 - (d) Only pay You for Goods and Services that have been properly rendered under this Contract.
 - (e) On termination or expiry of this Contract You will immediately return to Us all Our property as requested by Us including, without limitation, all Our Intellectual Property, confidential information and tools.
- 17. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY**
- You will not represent Yourself to be, and must ensure that none of Your employees or agents represent themselves to be, Our employee, partner or agent or otherwise able to bind or represent Us in performing Your obligations under the Contract.
- 18. COMPLIANCE WITH LAWS, MODERN SLAVERY**
- You must ensure that You and Your directors, officers, employees, agents, advisors and sub-contractors:
- (a) comply with all Laws including without limitation all (i) anti-corruption and anti-bribery Laws, the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010, anti-money laundering Laws and other criminal Laws; (ii) Laws applying to materials intended for contact with food including all applicable FDA regulations and Regulation EU

10/2011; (iii) competition Laws; (iv) Laws governing occupational health and safety and the environment; and (v) Laws relating to employees including those governing freedom of association; employment conditions, remuneration and entitlements; minimum working age; equal opportunity and discrimination;

- (b) comply with standards equal to or better than Sealed Air's (i) Code of Conduct that can be found at <https://www.sealedair.com/company/code-of-conduct> and (ii) Supplier Code of Conduct set out in Appendix 1; and
- (c) take all legal and other measures that are reasonably necessary or desirable in order to effect the safe manufacture, transport, handling and storage of the Products.

"Law" means any applicable: (a) statutes, rules, regulations, by-laws, orders, codes, standards, ordinances and proclamations of the jurisdiction where the Work or a particular part is being carried out;

(b) principles of common law and equity; (c) authorisations and requirements of authorities or organisations having jurisdiction where the Work or a particular part is being carried out; and (d) fees, charges, taxes, tariffs and duties payable in connection with the foregoing. A reference to all or any part of a Law includes that Law as amended, consolidated, re-enacted or replaced from time to time.

"Work" means the design and manufacture of the Goods, their packaging, loading, transportation and importation (if relevant) and all Services provided by the Seller under this Contract.

18.1. Notwithstanding the foregoing, Our parent company is a US company so all Our business and that of Our suppliers and distributors are subject to export compliance laws of the United States of America in addition to local laws. You will ensure that You and Your Personnel comply with such laws and all other applicable Laws relating to trade compliance, export control, customs and foreign trade.

18.2. You warrant that:

- (a) You will comply with all applicable laws, statutes and regulations in force from time to time which relate to Modern Slavery;
- (b) You will take reasonable steps to ensure that there is no Modern Slavery in Your supply chains or in Your sub-contractor's supply chains;
- (c) You will implement and maintain appropriate due diligence procedures for Your own suppliers and sub-contractors to ensure that there is no Modern Slavery in Your supply chains;
- (d) You will notify Us as soon as You become aware of any actual law suspected Modern Slavery in a supply chain which has a connection with the Services or the Goods; and
- (e) You will maintain a complete set of records to trace the supply chain of all Goods and Services provided to Us in connection with these Conditions.
- (f) You agree to cooperate with any on-site audits or other verifications by us, or a third party designee to monitor compliance with this provision. You agree that failure to comply with this clause 18.2 shall be a basis for terminating this Contract.

"Modern Slavery" has the meaning given to it in the AUS Modern Slavery Act 2018 (Cth).

18.3. The Services shall be conducted on the basis of freely agreed and documented terms of employment. You must:

- (a) Strive to pay a living wage;
- (b) Ensure information regarding working hours and wages is clearly communicated to workers in a way (regarding format and language) they understand during recruitment and for each pay; and
- (c) Not take any deductions from wages as a disciplinary measure, and for any legally required or permissible deductions the worker shall be provided with written explanation.

18.4. Suppliers shall not use any sub-contractors when doing business with Sealed Air (including sub-contracting, home-working and any other external processing) without Sealed Air's prior written consent.

You hereby commit to follow the requirements set out in this clause 18 which includes Your sub-tier suppliers when conducting business with Sealed Air.

19. MISCELLANEOUS

- 19.1. If any clause in this Contract is or becomes inoperative, the validity of this Contract and the Purchase Order as a whole shall not be affected.
- 19.2. No failure or delay by Us in exercising any right under the purchase order shall operate as a waiver of such right nor shall any single or partial exercise of any right preclude the exercise of any other right. No waiver shall be valid unless such waiver is in writing signed by Us.
- 19.3. The Contract sets out the entire understanding between the parties with respect to the subject-matter contained in it.
- 19.4. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Contract or any part of it.
- 19.5. Any process, product, or material changes in respect of the Goods that could affect the function or performance of You products and services must have prior written approval from Sealed Air prior to making the change.

20. PPSA

You must:

- 20.1. Not register or otherwise perfect or seek to perfect, and use best endeavours to ensure that no third party registers or otherwise perfects or seeks to perfect, any security interest in or in connection with the Contract, or the Goods (whether under the Personal Property Securities Act 1999 or otherwise);
- 20.2. Remove from, and use best endeavours to ensure third parties remove from, any relevant register any security interest in or in connection with the Contract, or the Goods that You or such other third party has previously registered; and
- 20.3. Ensure all subcontracts (if any) entered into by You in connection with the Goods and Services have, for the benefit of Us, a clause that reflects this clause 20.

21. LIMITATION OF LIABILITY

Except to the extent that liability cannot be legally limited or excluded:

- (a) Our total liability arising out of or in relation to the Agreement shall not exceed the Price; and
- (b) We shall not be liable for indirect or consequential loss or damage, economic loss, loss of profit, loss of revenue, loss of contract, loss of production or production stoppage, or loss of data and this limitation and exclusion of liability applies whether the liability claim is based upon breach of contract, tort (including negligence), under a warranty or an indemnity, under statute, in equity or otherwise.

APPENDIX 1

Sealed Air Supplier Code of Conduct

1.0 Background

The Sealed Air Corporation (Sealed Air) is an international company with approximately 15,000 employees, serving customers in 122 countries around the world. Sealed Air is proud of its history of corporate responsibility with regard to our employees, the environment and the communities in which we operate. Sealed Air believes that in today's global economy it is even more important for companies to act as responsible corporate citizens and to make their commitment known to responsible third parties, such as Sealed Air's suppliers, vendors, contract manufacturers as well as customers. This Supplier Code of Conduct ("Supplier Code") provides certain requirements of our suppliers, vendors and contract manufacturers (collectively, "Suppliers") so that they may operate in a responsible manner while doing business with Sealed Air.

2.0 Scope and Application

The Supplier Code pertains to all Suppliers of Sealed Air. By supplying goods or services to Sealed Air, Suppliers agree to follow the Supplier Code.

At the sole discretion of Sealed Air, and in consideration of potential risks, the strategic nature of the Supplier relationship and the size of the business impacted, the Supplier Code will be:

- enforced and verified by audits to be conducted by Sealed Air;
- required to be acknowledged, approved, and signed by an authorized representative of Suppliers; and/or
- included in Supplier Agreements and Purchase Orders, respectively, [as applicable from and after the effective date of this Supplier Code].

3.0 Sealed Air Commitment to Sustainability

At Sealed Air, sustainability is a business imperative and a business driver critical to our long-term success. Ensuring that our Suppliers adhere to this Supplier Code is an integral part of our sustainability efforts. We encourage our Suppliers to actively promote sustainable development principles within their own operations and supply chain, such as those outlined in this document.

4.0 COMPLIANCE WITH LAWS

At a minimum, Suppliers will comply with all applicable local, national and international laws and regulations that apply to the conduct of their business with Sealed Air.

5.0 EMPLOYMENT PRACTICES:

Sealed Air is a global business operating in regions with diverse cultures, traditions, and social norms. Our Suppliers must conduct business in a manner that is consistent with Sealed Air's ethical standards related to employment practices and working conditions. As part of this commitment, we expect our Suppliers to conduct business in accordance with the Universal Declaration on Human Rights and Associated Covenants¹ and the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work.² We require our Suppliers to adhere to the international standards and follow the terms of this Supplier Code.

5.1 Child Labor

Suppliers shall only employ individuals who meet applicable local minimum age requirements. In addition, Suppliers must also follow the relevant ILO conventions, which ensure children are only employed when fully safeguarded from potential exploitation, when protected from health hazards, and when allowed to further their education.

5.2 Forced Labor

Employment must be voluntary and freely chosen. Suppliers will not utilize prison, forced labor, human trafficking, or modern day slavery in the manufacturing of its products or in its supply chain. Coercion, intimidation, or harassment of the workers by Suppliers is not acceptable.

5.3 Wages and Hours

Suppliers must provide wages and benefits that comply with applicable laws and agreements, including minimum wage, overtime, maximum hour rules, and meal and rest periods. In the absence of legal mandates, wage rates should be in accordance with local industry standards.

5.4 Diversity/Non-discrimination

Sealed Air is an Equal Opportunity Employer that values diversity and inclusion in our global organization. Suppliers must comply with all laws prohibiting discrimination in hiring and employment practices on the basis of race, religion, creed, national origin, gender, sexual orientation, gender identity or expression, age, disability, or other protected status. Suppliers shall be responsible to apply these non-discriminatory and equal opportunity practices.

5.5 Freedom of Association and Collective Bargaining

Suppliers must respect workers' rights to form and join organizations of their choice and to bargain collectively without unlawful interference. Suppliers will not discriminate, harass, or penalize workers or worker representatives because of their interest and/or membership in, or affiliation with, a trade union, or their legitimate trade union activity.

5.6 Health & Safety

Suppliers will provide employees with a safe, healthy and hygienic working environment, including but not limited to adequate emergency procedures and fire safety, management of hazardous materials, and housekeeping. Where legal requirements for occupational safety do not exist, Suppliers must ensure the safety and well-being of employees by employing best practices for health and safety, including but not limited to training,

accident prevention initiatives, and injury to health associated with or occurring in the course of work.

6.0 Ethical Business Practices

High standards of ethical behavior and business practices are upheld by Sealed Air.

Adherence to Sealed Air's Code of Conduct is required by all employees globally. This document also sets forth the standards of behavior and conduct expected of Suppliers and can be found on the Sealed Air [website](#).³ In the event of a conflict between the provisions in this Supplier Code of Conduct and the Sealed Air Code of Conduct, the document containing more stringent requirements shall control.

6.1 Fair, Ethical and Compliant Business Conduct

It is expected that while Suppliers conduct their business in a competitive way it is equally fair and ethical. Applicable competition laws and regulations must also be followed.

6.2 Confidentiality

As Sealed Air respects the confidential information of others, we expect our Suppliers to equally safeguard confidential information and not to share outside the appropriate circle of communication.

6.3 Conflict of Interests, Gifts, Entertainment and Donations

In order to prevent conflicts of interest, Suppliers shall not engage in any improper payments, offers, or solicitations to Sealed Air employees. Reasonable, noncash gifts having a token or nominal value are acceptable, provided that they are not intended and cannot be construed as a bribe, kickback, or other form of compensation to the recipient.

6.4 Anti-Corruption and Bribery

Sealed Air is fully committed to eliminate corruption from business transactions. We require that Suppliers are not only compliant with all applicable legal and ethical standards, but that Suppliers are equally committed to eliminate corruption in any of its forms, including bribery, facilitation payments, extortion, money laundering, and other illegal or unethical gratuities.

7.0 ENVIRONMENT

Sealed Air is committed to sustainability in all aspects of our operations. We are working to promote the efficient use of water, energy and raw materials, and reduce greenhouse gas emissions. We believe that efficiency and responsible use of resources lowers environmental impact, mitigates operational risk, decreases operational costs, and generates competitive advantage, not only for Sealed Air, but also for Suppliers. All Suppliers will conduct business in accordance with applicable local and national environmental laws. Where no local regulations exist, Suppliers are expected to operate in a manner that does not pose risks to the environment.

7.1 Operations

Suppliers should employ best practices to conserve raw materials, water and energy, and reduce greenhouse gas emission in their operations through source reduction, process improvement, use of alternative materials, and waste recovery. Suppliers are expected to have all applicable environmental permits in place.

7.2 Collaboration

We encourage Suppliers to actively participate in projects and initiatives that contribute toward Sealed Air's sustainability commitments to jointly make a positive impact to the environment.

8.0 Non-Compliance

Suppliers found to be non-compliant with any of the provisions above agree to assist with the investigation and provide reasonable access to information requested. If corrective action is deemed by Sealed Air to be necessary, the Supplier agrees to develop a plan and mutually appropriate timeline to rectify the issue.

Sealed Air will collaborate with Suppliers to identify actions to reach full compliance with the terms of this Supplier Code. In case of prolonged or material non-compliance by any Supplier, Sealed Air reserves the right to review future business arrangements with any such non-compliant Supplier and may seek alternative supply from another Supplier as a remedy.

If Sealed Air employees or Suppliers suspect that a Supplier to Sealed Air is violating the Supplier Code, they should call the Integrity Line:

By telephone: 1-888-760-3137

Persons located outside the U.S. and Canada should first dial the AT&T Direct Code in their country and then either dial or ask the operator to connect them to the number listed above. The AT&T Direct Codes are available on the internet at:

<http://www.business.att.com/bt/access.jsp>

By internet at: <https://integrityline.sealedair.com>

By mail addressed to:

Integrity Line, PMB 3767
13950 Ballantyne Corporate Place, Suite 300
Charlotte, NC 28277

We hereby commit to follow the above Sealed Air Supplier Code.

Signature – Supplier Authorized Representative

Supplier Company Name

Date

¹ <http://www.un.org/en/universal-declaration-human-rights/>

² www.ilo.org/declaration

³ <https://sealedair.com/code-of-conduct>