

COLOMBIAN PO TERMS AND 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:

- a) There is a written notification of acceptance from supplier to OI.
- b) Two days after the issuance of the 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 contract that will prevail over the purchase order.

Place of Delivery of the Good or Service

The delivery will be made as established in the purchase order. Please note that the days and hours of warehouses for the delivery of goods are the following: Monday through Friday from 7:30 a.m. to 4:00 p.m. The personnel in charge of warehouses are the only ones authorized to receive materials and deliver the receipt certificate. All goods and services must be delivered with a copy of the invoice before the 25th of each month.

In case the material delivered has a safety data sheet and / or quality certificate, it must be sent 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.CO@o-i.com, otherwise it should be sent to Carrera 48 # 32B Sur -139 Centro Comercial viva Envigado-11th floor- Envigado/ Antioquia/ Colombia. The invoice must expressly mention the purchase order number.

Payment

All invoices sent and overdue that don't present non-conformity, will be paid within the established period, taking into account the following:

- a) In the case of suppliers that, according to the requirements established by law, are considered small and medium-sized companies, the payment of invoices will be made twice a week, on Tuesdays and Fridays. The foregoing in compliance with Law 2024 of 2020.
- b) In the case of suppliers that are considered large companies according to the requirements established by law, or are suppliers located abroad, payments will be made on the first and third Tuesday of the month.
- c) Invoices for payment via electronic factoring will be uploaded to the different portals on Fridays. If you have any questions about payments, please go to the following link (<https://www.o-i.com/check-account/>).

Confidentiality

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.

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.
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.
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. 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.
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

Each of the parties will be responsible for the taxes that correspond under Colombian law.

Legality

The supplier must have all the permits, certifications, authorizations and / or licenses to perform the services or deliver the goods requested. Thereby, the supplier declares and guarantees compliance with the regulations that govern the country and 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 manufacturing of industrial goods and environmental protection.

The supplier declares that has known and accepts the EHS Manual for Contractors and the Code of Ethics and Business Conduct of OI that can be found in the following address <http://investors.o-i.com/corporate-governance-conduct> and undertakes to follow and observe the instructions, recommendations and specifications of OI related to ethics, safety, industrial hygiene and protection to the environment, under penalty of default.

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.

Processing of Personal Data

The Supplier authorizes OI to collect, store and use its personal data in order to efficiently execute the relationship between the parties. In order to know the rights that assist the Supplier and the procedures to access them, the Supplier has the power to know the Policies for the Treatment of Personal Data of OI, requesting their delivery.

Relationship Between the Parties

The relationship between the parties has a commercial nature. OI does not enter into a labor relationship with any of the workers employed by the Supplier for its execution, therefore lacks the power to apply disciplinary processes and impose penalties. Likewise, by signing this purchase order, neither party constitutes a legal, special or general representative of the other party, nor its commercial agent; so that both OI and the Supplier maintain their independence and autonomy.

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 complying with the agreed date for causes attributable to 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 an amount equivalent to 1% of the purchase order for each day of delay or non-compliance without exceeding 15% of the purchase order value. In the event that the breach persists for more than 15 days or that it is not remediable, 20% of the total value of the purchase order can be applied as a penalty clause and, additionally, OI may unilaterally and early terminate the commercial relationship covered in this Purchase Order, without any compensation for the Supplier. The supplier understands that this clause confers OI the possibility of enforcing the fine, penalty clause and even to demand the compliance of the main obligation and claim additional damages, without requiring any additional procedure. OI clarifies the sanctions will be applied in accordance with current legislation and therefore force majeure constitutes an exemption from liability.

Responsibility

The Supplier will keep OI harmless and will respond to OI for all costs, damages and losses caused by events that are attributable to the Supplier. The parties declare that the obligations contracted by both have been considered by them as obligations of result, since all the necessary means and technical facilities are available to achieve compliance in the agreed manner. In that sense, the Supplier guarantees compliance with the agreed specifications, in relation to quantity, quality and times to which it is obliged to.

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.

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.