# NORTH AMERICA GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL:** These terms and conditions ("**Seller's Terms and Conditions**") shall apply to any contract ("**Contract**") for the sale of goods ("**Goods**"), services ("**Services**") or a combination of both Goods and Services by Victory Packaging, L.P. or any direct and indirect subsidiaries, joint ventures and/or any other affiliated entities of Victory Packaging, L.P. (collectively and individually, "**Seller**"). These Seller's Terms and Conditions shall be incorporated in and deemed a material part of the following documents: (a) any bid, quote, response to a request for quote, letter, proposal, or any other form of offer for the sale of Goods or Services ("**Proposal**") by Seller to a buyer ("**Buyer**"); (b) any form of order acknowledgment by Seller to Buyer for Goods or Services ("**Order Acknowledgment**"); and (c) any invoice or similar document submitted by Seller for the sale of Goods or Services ("**Invoice**"). As used herein, "Contract" shall include any Seller document reflecting the business terms applicable to Buyer's purchase of Goods or Services from Seller, including without limitation, a Proposal, purchase order, other sales document, Order Acknowledgment or Invoice. These Seller's Terms and Conditions shall supersede and replace any terms and conditions offered by Buyer and shall be the only terms and conditions applicable to Buyer's purchase of Goods or Services pursuant to the terms appearing on the Contract. These Seller's Terms and Conditions shall not be modified or changed without Seller's prior written consent. Seller specifically and expressly objects to and rejects any terms and conditions or other provisions in Buyer's purchase orders, printed forms, correspondence or any other writings or oral representations which are different from, inconsistent with or in addition to these Seller's Terms and Conditions. Buyer's efforts to change these Seller's Terms and Conditions or the terms set forth on any Contract shall constitute a material alteration of Seller's offer and shall not be binding on Seller. Receipt of Buyer's purchase order for Seller's Goods or Services or Seller's initiation of any work to manufacture and supply the Goods or Services shall constitute acceptance by Buyer of these Seller's Terms and Conditions. Notwithstanding any prior custom, practice or course of dealing between Buyer and Seller or generally within the industry, Seller may insist on strict adherence to these Seller's Terms and Conditions.

2. **PRICE:** The Goods or Services and other items covered by any Contract shall be sold and invoiced at the price or prices on the Contract. Unless otherwise specified in writing, prices are subject to change upon at least thirty (30) days written notice from Seller. The prices set forth in Seller's Proposal shall expire, at Seller's option, thirty (30) days from the date on the Proposal or issuance of Seller's offer. If Buyer has not accepted Seller's Proposal or offer at the stated prices within such thirty (30) day period, Seller reserves the right to adjust its prices for such Goods or Services. Unless otherwise specified in writing, prices do not include federal, state, provincial, municipal or local sales, value-added, goods and services, excise, use or other taxes now in effect or hereafter levied by reason of a Contract. All such taxes shall be paid by Buyer. If Seller pays any such taxes or assessments, Buyer shall, upon demand, reimburse Seller for such amounts. Unless otherwise agreed in writing by the parties, Buyer shall be responsible for all tooling costs.

3. **DELIVERY, TRANSPORTATION AND RISK OF LOSS:** Unless otherwise agreed in writing by the parties, all Goods herein sold by Seller to Buyer within the United States shall be transported and delivered, as determined by Seller, pursuant to one of the following two alternative methods: (a) FOB Destination. Under this method, Seller shall select the method, routing and agency of transportation and shall add the cost of such transportation and delivery to the Invoice. Under this method, Seller shall bear the risk of loss, damage or other incidents of ownership until delivery is made to Buyer's destination. (b) FOB Seller's Facility. Under this method, all transportation and delivery charges shall be borne by Buyer directly. Under this method, all risk of loss and damages, as well as title to such Goods, shall shift to Buyer upon placement of the Goods on Seller's dock. Upon request, under this method, Buyer shall be given the right to select the method, routing and agency of transportation. If the Goods are to be shipped pursuant to Buyer's shipping instructions and Buyer fails to provide Seller with such shipping instructions by the seventh ($7^{th}$) day after Seller is ready to ship the Goods, Seller shall ship the Goods pursuant to one of the two methods described above in subsections (a) and (b) of this Section 3, as Seller deems appropriate and reasonable. Unless otherwise agreed in writing by the parties,

all Goods herein sold by Seller to Buyer within Canada or Mexico shall be transported and delivered, as determined by Seller, pursuant to one of the following two alternative methods: (c) DAP (Delivered At Place – Incoterms 2020) Buyer's designated destination. Under this method, Seller shall select the method, routing and agency of transportation and shall add the cost of such transportation and delivery to the Invoice. Under this method, Seller shall bear the risk of loss and damage to the Goods in accordance with DAP. Under this method, title to the Goods shall transfer to Buyer at the same time as the risk of loss. (d) EXW (Ex-Works – Incoterms 2020) Seller's loading dock at its shipping facility. Under this method, all transportation and delivery charges shall be borne by Buyer directly. Under this method, Seller shall bear the risk of loss and damage to the Goods in accordance with EXW. Under this method, title to the Goods shall transfer to Buyer once the Goods have been loaded aboard Buyer's carrier. Upon request, under this method, Buyer shall be given the right to select the method, routing and agency of transportation. If the Goods are to be shipped pursuant to Buyer's shipping instructions and Buyer fails to provide Seller with such shipping instructions by the seventh ($7^{th}$) day after Seller is ready to ship the Goods, Seller shall ship the Goods pursuant to one of the two methods described above in subsections (c) and (d) of this Section 3, as Seller deems appropriate and reasonable. Unless otherwise agreed in writing by the parties, all Goods herein sold by Seller to Buyer for export to or from Canada or Mexico shall be transported and delivered, as determined by Seller, pursuant to one of the following two alternative methods: (e) DDP (Delivered Duty Paid – Incoterms 2020) Buyer's designated destination. Under this method, Seller shall select the method, routing and agency of transportation and shall add the cost of such transportation and delivery to the Invoice. Under this method, Seller shall bear the risk of loss and damage to the Goods in accordance with DDP. Under this method, title to the Goods shall transfer to Buyer at the same time as the risk of loss. (f) EXW as described in subsection (d) of this Section 3 above, in which case Buyer shall be the exporter and importer of record in respect to all cross-border transiting of the Goods from Seller's delivery location. Any excess packing, shipping or other transportation costs or charges resulting from Seller's agreement to comply with Buyer's transportation or delivery requests shall be in addition to the charges set forth above. The delivery date provided by Seller or Buyer shall be deemed only an approximate date of delivery unless the parties have mutually agreed in writing to a definitive date for delivery. Seller may deliver the Goods or Services within a reasonable time prior to or after the delivery date. Seller's delivery date is dependent upon Buyer's timely acceptance or supply of such information or materials necessary in order for Seller to manufacture and ship the order or provide the Services, including but not limited to, designs, artwork, labels or sketches (the "**Approvals**") for use in manufacturing the Goods or performing the Services. Any delay in accepting or supplying the Approvals shall extend the delivery date. After acceptance or supply of the Approvals, any alterations called for shall be at the expense of Buyer and shall extend the delivery date. If Buyer fails or refuses for any reason whatsoever to take delivery of Goods at the designated time or place of delivery, then Buyer shall be responsible for all reasonable packing, shipping or other transportation costs or charges and storage fees resulting from such failure or refusal to accept delivery. Such costs, charges and fees shall be in addition to the price of the Goods. Unless otherwise agreed to by the parties in writing, any Goods held by Seller in storage for more than thirty (30) days after the agreed date of delivery may be sold, scrapped and/or destroyed by Seller, as determined by Seller, without relieving Buyer of the obligation to pay for the Goods and any costs, charges and storage fees. In the alternative, Seller shall have the right to invoice and ship the Goods to Buyer and to recover reasonable costs, charges and storage fees up to the date of shipment. When Goods are to be exported, Buyer shall, at its sole expense, furnish to Seller with each order all consular and customs declarations, certificates and licenses and shall accept all liability and responsibility for penalties resulting from errors or omissions thereon.

4. **INSPECTION:** Buyer shall inspect the Goods and/or Services within ten (10) days after the Goods' arrival at the designated delivery destination or the performance of the Services at the place of performance. Buyer must accept any tender of the Goods or Services by Seller that are substantially in conformity with the specifications for the Goods or Services considering standard industry tolerances and the terms hereof, subject to Buyer's remedies set forth in Section 8 below. Buyer will be deemed to have accepted tender of the Goods or Services if Buyer fails to so inspect, or fails to give Seller written notice of rejection, within such ten (10) day period, which notice shall describe in reasonable detail the rejected Goods or Services and the non-conformities or defects upon which Buyer's rejection is based.

5. **PAYMENT:** Unless other terms to the contrary are agreed to in writing by Seller, payment terms are net 30 days from the date of shipment of Goods or performance of Services. Unless otherwise agreed to in writing by the parties, all payments shall be made in United States currency. Whenever reasonable grounds for insecurity arise with respect to full and timely performance by Buyer, Seller may demand terms of payment different from those specified herein and may demand assurance of Buyer's full and timely performance. Seller may, upon making such demand, suspend manufacture, production, performance, shipment and/or deliveries. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment and/or fails or refuses to give adequate assurance of full and timely performance (as determined by Seller), Seller may: (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the transaction not then fully performed, whereupon Seller may cancel all further manufacture, production, performance, shipment and/or deliveries and any amounts unpaid hereunder shall immediately become due and payable, or (b) produce, perform or make shipments or deliveries under reservation of a security interest and demand pre-payment against tender of the Goods or Services. In addition, Seller may charge interest on any unpaid or overdue amounts (including judgments), up to the maximum amount permissible under applicable law, from the date such amount was due until such amount, plus interest, is paid in full. Buyer agrees to pay all costs and expenses of collection, including attorneys' fees, incurred by Seller if Buyer fails to pay any amounts, obligations or indebtedness when due. Any extension of credit made to Buyer in connection with any sale of Goods and/or Services hereunder shall be deemed to have been made by any applicable Seller.

6. **WARRANTIES:** Seller warrants that (a) all Goods which are manufactured by Seller will, at the time of delivery and for a period of sixty (60) days thereafter, conform to Seller's specifications, subject to standard industry variations and tolerances (including without limitation, variations in raw materials, artwork, dimensions, weight, straightness, scannability, composition, mechanical properties, and color); (b) all Services shall be performed in accordance with the agreed upon specifications of Seller, subject to standard industry tolerances; and (c) all Goods which are manufactured by Seller will, at the time of delivery, be free of any liens and encumbrances of any third parties. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. SELLER MAKES NO WARRANTY WITH RESPECT TO GOODS OR THEIR COMPONENTS WHICH ARE NOT MANUFACTURED BY SELLER. Final determination of the suitability of the Goods and Services for Buyer's use and purposes is the sole responsibility of Buyer, and Seller shall bear no responsibility for such suitability. Notwithstanding the foregoing, the parties further understand and agree that the warranties set forth in this Section 6 shall not apply to the extent that Buyer or its agents (including freight carriers), employees, representatives or independent contractors have, through act or omission: (i) abused or damaged the Goods or Services; (ii) misused the Goods or objects upon which the Services were performed; (iii) improperly stored the Goods by exposing them to unreasonable heat, humidity or ambient conditions or stored the Goods in an otherwise inappropriate environment that is inconsistent with industry standards; or (iv) handled the Goods in a manner or allowed any other condition or act to cause the Goods or Services to fail to meet the warranties set forth in this Section 6.

7. **DEFAULT / TERMINATION BY SELLER:** Buyer shall be in default if (a) Buyer breaches any of its obligations hereunder in any material respect and (i) fails to remedy such breach within ten (10) days of its occurrence or (ii) such breach reasonably results in actual or imminent harm or damage to Seller or Seller's business interests, as determined by Seller in its reasonable judgment; (b) Buyer takes any action in respect of liquidation, winding up, or an assignment for the benefit of creditors or has a receiver, trustee, monitor or liquidator appointed for all or substantially all of its property; or (c) Seller, in its reasonable judgment, determines that Buyer is refusing or is unable to pay Seller in full on a timely basis for the Goods or Services as they become due, that Buyer is otherwise no longer able to meet Seller's credit requirements or that Buyer is refusing or unable to pay in full on a timely basis its other creditors. For the avoidance of doubt, Buyer's failure to pay any amount when due to Seller shall constitute a material breach. Seller shall have the right to immediately terminate or withdraw any Contract in the event of conditions occurring under subsections (a), (b) or (c) of this Section 7. Further, unless

otherwise agreed in writing by Seller and notwithstanding subsection (a) above, Seller may, in the exercise of reasonable judgment under the circumstances, terminate or withdraw any Contract and any of its obligations thereunder with or without cause upon written notice to Buyer.

8. **REMEDIES AND DISCLAIMERS:** Inasmuch as the value of the Goods sold hereunder may be substantially disproportionate to the value of the products to be used in conjunction therewith, and, for the express purpose of limiting the liability of and remedies against Seller to an extent which is reasonably proportionate to the commercial value of the contemplated transactions, Buyer and Seller hereby specifically and expressly agree to the terms and provisions set forth in this Section 8 with regard to disclaimers and limitations on Seller's liabilities. In accordance with Section 4 above, all claims for shortages or alleged defects in quality shall be deemed waived unless made within ten (10) days of Buyer's receipt of Goods or completion of the applicable Services. BUYER HEREBY AGREES THAT SUCH TEN (10) DAY PERIOD IS A REASONABLE PERIOD OF TIME IN WHICH TO INFORM SELLER OF SUCH CLAIMS. In no event shall any such claim entitle Buyer to relief if such claim is made after Goods have been used, processed or transferred by Buyer. Defective or non-conforming Goods shall be held by Buyer for Seller's prompt inspection. TO THE GREATEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL) REGARDLESS OF (A) WHETHER EITHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, INCLUDING, BUT NOT LIMITED TO, THEORIES BASED ON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TORT OR RELIANCE. THE PARTIES HEREBY FURTHER AGREE THAT SELLER'S CLAIMS ARISING OUT OF BUYER'S FAILURE TO PAY IN FULL AND ON TIME FOR CONFORMING GOODS AND SERVICES, PURSUANT TO THE PAYMENT TERMS SET FORTH HEREIN, SHALL BE DIRECT DAMAGES AND NOT CONSTITUTE CONSEQUENTIAL DAMAGES. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDIES ARE, UNDER THESE SELLER'S TERMS AND CONDITIONS AND UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW, HEREBY LIMITED TO SELLER'S CHOICE OF ONE (1) OF THE FOLLOWING REMEDIES, AS APPLICABLE: (a) THE REPAIR OF ANY DEFECTIVE OR NON-CONFORMING GOODS; (b) RE-PERFORMANCE OF THE NON-COMPLYING SERVICES; (c) THE REPLACEMENT OF ANY DEFECTIVE OR NON-CONFORMING GOODS WITH CONFORMING GOODS AT THE DESIGNATED DELIVERY DESTINATION; (d) THE REPAYMENT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER FOR THAT PORTION OF ANY GOODS OR SERVICES PROVIDED THAT ARE DEFECTIVE OR NON-CONFORMING; OR (e) THE GRANTING OF A REASONABLE ALLOWANCE TO BUYER ON ACCOUNT OF SUCH DEFECTS OR NON-CONFORMITIES. BUYER SHALL BE ENTITLED TO NO OTHER REMEDIES, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, INCLUDING, BUT NOT LIMITED TO, THEORIES BASED ON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TORT OR RELIANCE, EXCEPT AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY BUYER WITH RESPECT TO THAT PORTION OF THE GOODS OR SERVICES WHICH ARE DEEMED TO BE DEFECTIVE OR NOT IN COMPLIANCE WITH SELLER'S WARRANTY OBLIGATIONS HEREUNDER. Replacement of defective or non-conforming Goods, repayment of the purchase price for the Goods or the granting of an allowance to Buyer under subsections (c), (d) or (e) of this Section 8 will be made only upon return of defective or non-conforming Goods to Seller, which Goods shall not be returned until Seller has consented thereto and has delivered to Buyer written shipping instructions. Under no circumstances shall Buyer be permitted to set off or credit any amounts due and owing to Seller under these Seller's Terms and Conditions or under any Contract unless Seller has agreed to such in writing. Any claim or cause of action by Buyer for breach of Seller's obligations hereunder must be brought within one (1) year from the date of Seller's tender of the subject Goods or Services to Buyer.

9. **FORCE MAJEURE DELAYS:** Seller's obligations hereunder shall be excused and Seller shall have no liability to Buyer for the failure to perform under these Seller's Terms and Conditions or under any Contract

due to any of the following and during the period when any of the following conditions exists: (a) strikes, work stoppages, or other labor troubles, difficulties, disruptions or disturbances of any kind; (b) fires, floods, earthquakes, inclement weather, explosions, or other natural or man-made disasters or acts of God; (c) riots, war, sabotage, foreign or domestic terrorism (including cyber-terrorism or cyber-attacks), act of a public enemy, national emergency, epidemic, pandemic, disease outbreak, quarantine or shelter in place restrictions, or other disturbances of the peace; (d) breakdowns, shutdown, destruction, or failure of any kind of Seller's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, or accidents at Seller's facilities; (e) transportation embargoes or delays, reductions, shortages, curtailment, disruption or cessation of supplies, materials, equipment, facilities, power, utilities, labor, transportation, fuel or other factors of production or performance; (f) increases in the price of supplies, materials (including, but not limited to, the price of raw materials), equipment, facilities, power, utilities, labor, transportation, fuel or other factors of production or performance or the inability to obtain such items at a reasonable commercial price; (g) actions, legislation, regulations, rules or orders of any government or governmental agency (including executive orders and proclamations), or Seller's voluntary or involuntary participation in any plan of general public interest, any of which adversely affect manufacture, production, performance, shipment and/or deliveries hereunder; (h) delays of other suppliers or subcontractors; (i) any other cause beyond the reasonable control of Seller, whether or not similar to the causes or occurrences enumerated above; or (j) the escalation or worsening of any of the foregoing. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances. In the event of the occurrence of any of the above affecting Seller's ability to perform, Seller shall have the right to negotiate new pricing for the Goods or Services. Further, Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly among its customers (including Seller's own production operations, and subsidiaries and affiliates), in such manner as Seller may consider equitable, the Goods and Services then available for shipment, delivery or performance.

10. **WEIGHT AND PIECE SHIPPING TOLERANCES:** Unless otherwise expressly set forth in any Contract executed by Seller, Seller shall be entitled to a plus or minus tolerance of ten percent (10%) based on the weight or number of pieces or other unit of measurement of Goods requested by Buyer under each transaction.

11. **TECHNICAL INFORMATION, INVENTIONS AND CONFIDENTIAL INFORMATION:** Unless otherwise agreed to by the parties in writing, all (a) drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by Seller; and (b) discoveries, inventions or improvements made by Seller, including those based on information supplied by Buyer, pursuant to a purchase of Goods or Services, shall be the sole and exclusive property of Seller. This provision includes any and all discoveries, inventions or improvements related to any process, machine, manufacture or composition of matter related to the Seller's business, whether of a patentable nature or not, and any and all know-how, ideas, methods, systems or plans useful in the Seller's business (the "**Inventions**") that any employee or independent contractor of Seller has made or conceived or hereafter may make or conceive at any time. All such Inventions shall be the sole and exclusive property of Seller, and Buyer shall cooperate, if necessary, in assisting Seller to obtain all documentary evidence confirming Seller's ownership including, but not limited to, applications for patents. **"Confidential Information**" means all Seller know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transactions that are the subject of any Contract, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret, confidential or proprietary, including without limitation: Seller's (1) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (2) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (3) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (4) confidential computer software, firmware, data, databases, networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. Buyer shall not, without the prior express written consent of Seller in each instance, use or disclose to any person, entity or governmental agency any Confidential Information, except that Buyer may disclose

Confidential Information to those of its employees who need to know such information in connection with the transactions contemplated by a Contract and who are bound to Buyer not to disclose the Confidential Information to any other person, entity or governmental agency. If Buyer becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Buyer will provide Seller with prompt prior written notice of such requirements so that Seller may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Buyer agrees to furnish only that portion of Confidential Information that Buyer, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Seller agrees that Confidential Information shall not include information Buyer can demonstrate: (i) was known by the public prior to initial disclosure by Seller or subsequently becomes known to the public after initial disclosure through no act or omission of Buyer in violation of these Seller's Terms and Conditions; (ii) was known by Buyer prior to initial disclosure; (iii) is disclosed to Buyer by another person or entity who was under no obligation of confidentiality to Seller with respect to the information; or (iv) is independently developed by Buyer without access to or use of Confidential Information, or violation of these Seller's Terms and Conditions.

12. **CANCELLATION / TERMINATION BY BUYER:** Buyer may terminate any Contract upon written notice to Seller if Seller breaches any of its obligations thereunder in any material respect and fails to remedy such breach within forty-five (45) days of its occurrence. Buyer may not cancel or terminate a Contract for convenience for the purchase of Goods or Services hereunder. Buyer shall, in the event of cancellation or termination of a Contract for any reason by either party, pay Seller on demand the full purchase price for all completed work for Buyer's order(s) or in reasonable anticipation of Buyer's needs for Goods or Services, all other costs (including work-in-process and raw materials) incurred up to the date of cancellation or termination, all lost profits due to the cancellation or termination, and all other reasonable cancellation or termination charges.

13. **INSTALLMENT DELIVERIES:** Seller shall be entitled to make delivery or perform in installments unless otherwise agreed to by the parties in writing. Seller may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries or performance. Each installment shall be deemed a separate sale. Delay in delivery or performance of any installment shall not relieve Buyer of its obligations to accept delivery or performance of remaining installments.

14. **INDEMNIFICATION:** Each party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other party and its affiliates, and their respective shareholders, members, officers, directors, managers, agents, employees, successors and permitted assigns (collectively, the "**Indemnified Parties**") from and against all third party claims, actions, demands, suits and causes of action ("**Claims**") involving (a) reasonable, actual, out-of-pocket and direct damages to real or physical personal property, or (b) personal injury, including death, along with reasonable, actual, out-of-pocket costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "**Damages**"), to the extent (but only to the extent) such Claims cause Damages resulting from (i) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractors or agents, in connection with performance under these Seller's Terms and Conditions or any Contract, (ii) a breach by the Indemnifying Party, its employees, independent contractors or agents, of any covenant, warranty, representation or any other obligation set forth in these Seller's Terms and Conditions or any Contract, or (iii) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors or agents. Notwithstanding the above, Buyer hereby agrees that Seller shall not be liable for any Claims resulting from a recall of any products which are contained within Seller's Goods or in which Seller's Goods have been incorporated; and the parties acknowledge, understand and agree that such Claims are not part of the basis of the bargain in the transactions anticipated hereunder.

15. **GOVERNING LAW; DISPUTE RESOLUTION:** EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE HEREUNDER BY JURY. The parties agree that the terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Seller's Terms and Conditions or to any Contract hereunder. (a) For Goods and Services herein sold by Seller to Buyer within the

United States, the validity, construction and performance of these Seller's Terms and Conditions and any Contract hereunder shall be governed by the Uniform Commercial Code as enacted by the state of Georgia and by the laws of the state of Georgia without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Seller's Terms and Conditions or any Contract may, at Seller's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by Seller or, if elected, does not result in a resolution, then the dispute shall be subject to resolution by litigation in either the state or federal court with jurisdiction in the City of Richmond, Virginia or Cobb County, Georgia. Buyer agrees, without challenge, to submit to the jurisdiction and venue of such courts. (b) For Goods and Services herein sold by Seller to Buyer within Canada, the validity, construction and performance of these Seller's Terms and Conditions and any Contract hereunder shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Seller's Terms and Conditions or any Contract may, at Seller's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by Seller or, if elected, does not result in a resolution, then the dispute shall be subject to resolution by litigation in the civil courts of Ontario in Toronto, Ontario. Buyer agrees, without challenge, to submit to the jurisdiction and venue of such courts. (c) For Goods and Services herein sold by Seller to Buyer within Mexico, the validity, construction and performance of these Seller's Terms and Conditions and any Contract hereunder shall be governed by the laws of the United Mexican States without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Seller's Terms and Conditions or any Contract may, at Seller's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by Seller or, if elected, does not result in a resolution, then the dispute shall be subject to resolution by litigation in the courts with jurisdiction in the City of Monterrey, Nuevo León, México. Buyer agrees, without challenge, to submit to the jurisdiction and venue of such courts.

16. **MISCELLANEOUS:** (A) These Seller's Terms and Conditions and any Contract or any of the duties or obligations hereunder or thereunder may be performed by and/or assigned, subcontracted or delegated to, in whole or in part, and all rights hereunder or thereunder against Buyer and any interests herein or therein may be enforced by or assigned to, in whole or in part, Seller or any one or more of Seller's present or future subsidiaries, affiliates, joint ventures, transferees, assignees, subcontractors or delegees, without the consent of Buyer. (B) The waiver by Seller of any terms, conditions, or provisions hereof or of any Contract shall not be construed to be a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach by Buyer of the same term, condition or provision. (C) Neither these Seller's Terms and Conditions nor any Contract, nor any of Buyer's rights, interests, duties or obligations hereunder or under any Contract may be assigned, subcontracted or delegated by Buyer except with the prior written approval of Seller in each instance. (D) The entire understanding and agreement of the parties with respect to the transactions contemplated herein are contained in these Seller's Terms and Conditions and in any Contract. Any prior understandings, agreements and representations, oral or written, shall be deemed superseded hereby. No changes, modification or discharge of the parties' obligations hereunder shall be effective unless signed by both parties. (E) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Seller in any Contract shall be subject to correction. (F) Any clause required by any applicable law, order or administrative regulation, to be included in a contract of the type evidenced by any Contract, shall be deemed to be incorporated therein. (G) The remedies and rights reserved to Seller herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity. The remedies and rights reserved to Buyer herein shall be Buyer's sole and exclusive rights and remedies available to Buyer hereunder. (H) Nothing in these Seller's Terms and Conditions is intended to benefit any person or entity other than Seller and Buyer (and their respective permitted assignees and their respective Indemnified Parties solely with respect to Claims under Section 14 above), and neither party will owe any duty to such person or entity. These Seller's Terms and Conditions and any Contract, and the rights, interests, duties and obligations hereunder and thereunder, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. (I) If any provision of these Seller's Terms and Conditions or any Contract shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. All remaining portions shall be deemed enforceable. (J) In the event that Buyer determines that it needs to give

notice to Seller of its alleged breach of its obligations hereunder or of any action or demand arising hereunder, or otherwise in accordance with these Seller's Terms and Conditions, Buyer shall give notice to Seller by using certified mail or a reputable overnight service to: c/o WestRock Company, 1000 Abernathy Road, NE, Atlanta, Georgia 30328, Attn: Executive Vice President and General Counsel.

17. **PAPERBOARD--ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF PAPERBOARD GOODS:**

(a) Unless otherwise specified, boxboard sheets and special products will be cut off at the end of the machine or sheeter to approximate lengths so that the exact specified sizes can be trimmed therefrom. Shipments of such Goods will be made in unprotected unit loads or bundles. Squaring, trimming, or special packing must be clearly specified by Buyer, and an extra charge will be made therefore.

(b) Buyer shall inspect and test all paperboard before cutting or processing it, in compliance with these Seller's Terms and Conditions, and will not be entitled to any allowance based on claimed defects or noncompliance with stated specifications after the board has been cut or processed in any way.

(c) Grain of paperboard, unless otherwise specially stated, will be in the direction of the last dimension.

18. **PAPER STOCK--ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF PAPER STOCK GOODS:** Subject to the limitations set forth herein, including in Sections 6 and 8 hereof, Seller expressly warrants that all paper stock shall meet the applicable grade definitions set forth in the current Paper Stock Institute of America Standards and Practices Circular, as amended or superseded from time to time, subject to standard industry variations and tolerances.

19. **EQUIPMENT -- ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF EQUIPMENT:** As used herein, "Goods" shall include equipment sold by Seller to Buyer; provided, however, that equipment sales shall be subject to such different warranties, remedies and other terms and conditions of sale as are expressly set forth in a writing executed by Seller, which writing shall govern in the event of a conflict between such writing and these Seller's Terms and Conditions.

20. **CLAIMS WITH RESPECT TO THE GOODS**: If Buyer requests or directs Seller to include any claims (whether express or implied) on or with the Goods, including without limitation, claims about Buyer or products which are contained within the Goods or in which the Goods have been incorporated, including, among others, claims related to (i) the product's sustainability or recyclability, or the product's or Buyer's environmental impact, (ii) the product's health benefits or safety, (iii) the product's nutritional information, ingredients or composition, or (iv) the usage of the product or its performance, features, price or effectiveness (collectively, "**Product Claims**"), Buyer agrees to assume full responsibility for such Product Claims and to indemnify, defend and hold harmless Seller and its Indemnified Parties from and against all Claims involving Damages, to the extent such Claims cause Damages resulting from any Product Claims or the products with respect to which such Product Claims relate, in accordance with Section 14 hereof.

21. **THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT:** Buyer shall not engage in any bribery, kickbacks, collusive bidding, price fixing, or other unfair trade practices. Buyer (and its partners, employees, representatives and agents) shall comply with the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the applicable anti-bribery and anticorruption laws of any country outside the United States applicable with respect to the Goods and Services and Buyer's performance hereunder or under any Contract ("**Corrupt Practices Laws**"). If Buyer learns of or has reason to know of any payment, offer or agreement relating to the Goods and Services that is contemplated or that has occurred and that represents or could represent a violation of the FCPA or Corrupt Practices Laws, Buyer shall immediately advise Seller's General Counsel, in writing, at the address provided in Section 16(J) above. Seller shall be permitted to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Buyer's

books and records and auditing for these purposes at any time upon reasonable notice. Seller may disclose these Seller's Terms and Conditions and any Contract and any information that it obtains hereunder to any government agency, regulatory authority or other persons or entities that Seller has determined, in its discretion, have a need for such information. In addition to the foregoing, while the Goods and Services are being provided, Buyer must promptly notify Seller in writing upon learning or forming a reasonable belief that Buyer, directly or through any agent or service provider, paid any bribe that is punishable under the FCPA (or would be if Buyer was subject to that statute) or Corrupt Practices Laws. The preceding sentence applies to Buyer's conduct irrespective of whether the bribe in question relates to or benefits the Goods and Services or Seller; however, the provision of such advice shall not represent a breach hereunder unless the actual or suspected bribe relates to the Goods and Services contemplated hereunder. Buyer shall ensure that any representatives and agents acting on behalf of Buyer with respect to the Goods and Services or Buyer's performance hereunder shall agree in writing to the terms of this Section. Neither Buyer nor any representative or agent of Buyer may interact with any government agency on behalf of Seller without the prior written approval of Seller.

22. **LEGAL RELATIONSHIP:** Nothing contained in these Seller's Terms and Conditions or any Contract hereunder shall create an association, partnership, joint venture, employee/employer or labor relationship or the relationship of principal and agent between Seller and Buyer. Neither of Seller, on one hand, and Buyer, on the other, shall have any authority to bind the other in any way except as stated herein. It is expressly agreed that all of the personnel and employees that the parties may engage in performing their respective obligations under these Seller's Terms and Conditions and any Contract hereunder shall be directly hired by each of the parties in their capacity as employers and, in such capacity, each of the parties shall be solely responsible for any obligations and responsibilities towards its own personnel and employees, including without limitation, the payment to said personnel and employees of any and all salaries, wages and benefits and the payment of all taxes, assessments, any other labor or social security obligations and any other obligations derived from any applicable laws (including without limitation, for Goods and Services herein sold by Seller to Buyer within Mexico, the Federal Labor Law, the Social Security Law and the National Institute for the Workers Housing Trust Fund Law and the Retirement Savings System Law). The parties are not and shall not be deemed to be the employer of the personnel or employees of the other party and neither has nor shall be deemed to have the position of an intermediary on behalf of the other party. Each party agrees to assume full responsibility for and to indemnify, defend and hold harmless the other party and its Indemnified Parties from and against all Claims involving Damages, to the extent such Claims cause Damages resulting from any obligations or responsibilities of the Indemnifying Party towards its own personnel and employees (including without limitation, payment of any and all salaries, wages, benefits, taxes, assessments, any other labor or social security obligations or any other obligations under any applicable law) or any Claim that the Indemnifying Party's personnel or employees are statutory employees of the Indemnified Party, in accordance with Section 14 hereof.