

## **Greiner Packaging Corp. General Terms and Conditions of Sale Effective as of January 30, 2025**

### **1. GENERAL INFORMATION**

- 1.1 These General Terms and Conditions of Sale ("Terms and Conditions") shall exclusively apply to the sale and delivery of all goods and services by Greiner Packaging Corp. ("Greiner") to any purchaser ("Customer"). Greiner and Customer are referred to individually as the "Party" and collectively as the "Parties." The Terms and Conditions apply to all purchase orders placed by Customer, contracts with Customer, and all transactions between Greiner and Customer entered in the future, even if these Terms and Conditions are not expressly referred to in such transactions.
- 1.2 All agreements, offers and order confirmations incorporate these Terms and Conditions, which become part of the contract either expressly by written acceptance or conclusively by acceptance of the goods or services by Customer.
- 1.3 Any contradicting, deviating, or additional terms and conditions issued by Customer in its purchase order or any other documents are rejected and shall be invalid, even if Greiner does not expressly object to them. Silence on the part of Greiner is explicitly not deemed to represent the (implied) acknowledgement of any such terms and conditions. Any agreements, modifications, and amendments deviating from these Terms and Conditions are only valid as an exception if they are confirmed and executed by an authorized representative of Greiner in writing. The written form required under these Terms and Conditions may be fulfilled by e-mail or facsimile. Any deviations from individual clauses of these Terms and Conditions of Sale that have been explicitly confirmed by Greiner in writing shall only apply to the agreed use case or transaction and shall be interpreted narrowly; all other clauses of these Terms and Conditions of Sale shall remain applicable without qualification.
- 1.4 In the case of an ongoing business relationship, these Terms and Conditions of Sale apply likewise to future transactions, even if no express reference is made to them.
- 1.5 The Customer may inspect the then-valid version of these Terms and Conditions of Sale at any time at the following URL: <https://www.greiner-gpi.com/en/GTC>, under the USA heading.
- 1.6 Greiner reserves the right to unilaterally change these Terms and Conditions at any time. All changes will be communicated to Customer in writing or by publication at the URL referenced above. The revised Terms and Conditions shall take effect on the day of transmission or publication and shall become part of the contract.

### **2. CONCLUSION OF CONTRACT**

- 2.1 All offers by Greiner are an invitation to Customer to place a purchase order. Such offers are non-binding and subject to change at any time unless otherwise expressly agreed to in writing by Greiner.
- 2.2 Customer's purchase order and any other contracts with Customer subject to these Terms and Conditions shall become effective upon the earlier of the following: (a) a written order confirmation from Greiner; (b) a written invoice from Greiner; or (c) delivery of the goods or services by Greiner.
- 2.3 All changes or additions to the contract require written confirmation by Greiner to be valid.

- 2.4 All other documents relating to the offer or order confirmation, such as illustrations, drawings, dimensional and weight specifications, shall be deemed as non-binding guidelines, unless they are expressly agreed as binding in writing by Greiner.
- 2.5 Cancellations, changes, and delays to any purchase order or delivery/pickup are subject to Greiner's Order Cancellation, Warehousing Fees, and Restocking Policy which is attached as Exhibit A.
- 2.6 Email shall comply with the written form requirement. Electronic scans of documents (e.g., scanned contracts with signatures) or electronically signed (e-signature) documents have the validity of original documents in all cases.

### **3. TERMS OF DELIVERY**

- 3.1 Unless otherwise expressly agreed in writing, all goods shall be delivered to Customer EWX or FCA in Pittston, PA (Incoterms 2020), as set forth on Greiner's order confirmation, with all transport costs charged to Customer; provided, however, Greiner reserves the right to select the carrier. Customer is responsible for the costs of export clearance and import clearance in the country of destination as well as any formalities and their costs and/or the payment of any taxes, import duties, or other charges incurred related to Customer taking delivery. At its sole discretion, Greiner may pre-pay the export clearance costs and then bill such costs back to Customer.
- 3.2 The transfer of risk from Greiner to Customer is governed by the Incoterms agreed upon in each case. Loss of or damage to the goods after transfer of risk to Customer does not release Customer from its obligation to pay the purchase price. If dispatch or shipment is delayed for reasons for which Customer is responsible, the risk of loss shall pass to Customer from the day of readiness for dispatch. The risk of loss shall also pass to Customer if the goods are made available to Customer and Customer refuses acceptance. Any storage expenses incurred after the risk of loss passes to Customer shall be payable by Customer.
- 3.3 Greiner may, for packaging and other reasons, deliver up to 10% more or less than the quantity ordered without being in breach of contract; the Customer may not reject such excess deliveries or short deliveries. In such event, the actual quantity delivered and received by Customer shall be charged.
- 3.4 If Greiner cannot deliver the goods ordered by Customer at once, partial deliveries shall be accepted by Customer. Greiner will inform Customer in advance about a partial delivery.
- 3.5 Goods are delivered on pallets. The costs of the pallets are included within the price of the Goods unless otherwise noted. Customer is solely responsible for disposal of the pallets and any packaging.

### **4. DELIVERY DATE**

- 4.1 The agreed delivery period shall commence no later than the date of the following events:
  - a. Receipt of order confirmation;
  - b. Approval by the Customer, if agreed;
  - c. Fulfilment of all technical, commercial and financial requirements incumbent on the Customer;
  - d. The agreed advance payment (if any) has been credited to Greiner's account; and
  - e. If applicable, the date on which the bank confirms to Greiner that it has established the agreed letter of credit for the benefit of Greiner.
- 4.2 The delivery dates stated by Greiner on order confirmations or in other correspondence are expected delivery dates of goods and/or the expected completion of services, as applicable, and shall be non-

binding, unless otherwise agreed in writing by Greiner. For goods, the delivery dates are deemed to have been complied with upon notification of readiness for shipment if the goods concerned cannot be shipped on time through no fault of Greiner.

- 4.3 In the event Greiner does not deliver on time, Customer shall set a reasonable cure period for the delivery in writing. Greiner shall not be liable for delayed deliveries unless the delay is caused by Greiner's willful misconduct or gross negligence.
- 4.4 If Customer refuses acceptance of any goods or otherwise tries to delay the acceptance of goods, Customer shall pay the agreed purchase price and Greiner will store the goods at the risk and expense of Customer including but not limited to applicable storage costs and handling fees. If Customer repeatedly refuses to take delivery of the goods, Greiner will also be entitled to destroy the goods at the expense of Customer or to use the goods at Greiner's sole discretion.
- 4.5 In the event Greiner is delayed in delivery due to a force majeure event, which includes but is not limited to strikes, lock-outs, disease, epidemics, pandemics, natural disasters, Acts of God, industrial disputes, interruption of production in Greiner's facilities or at the facilities of Greiner's suppliers or subcontractors, energy and raw material supply difficulties, machine breakage, lack of means of transport and transport obstructions, unforeseeable delivery difficulties, sabotage, cyber-attacks, or any other reason beyond Greiner's control, the delivery period shall be automatically extended for the duration of such event. Greiner will inform Customer as soon as practicable about an event of force majeure. If such disruption lasts longer than twelve (12) weeks, both Parties are entitled to cancel the contract. In this case, Customer shall not be entitled to claim damages and Greiner is discharged from its duty to perform.
- 4.6 Greiner has a no return goods policy.

## **5. PRICES AND TAXES**

- 5.1 Unless otherwise agreed in writing, the prices are fixed by Greiner or according to Greiner's current price list as of the day the purchase order was placed. Any discounts require a separate written agreement between Greiner and Customer. Any discount granted by Greiner relates exclusively to the expressly agreed supply of goods and services. No legal rights shall accrue to the benefit of the Customer as a result of the fact that Greiner has granted the Customer discounts on one or more occasions. All prices are in US Dollars and include standard packaging. The prices exclude (a) shipping and transport costs, (b) sales, use, or value-added tax (VAT), (c) other taxes, fees or charges, such as customs duties, relating to service/delivery, (d) disposal costs, and (e) any processing fees. Customer agrees to pay all such costs in addition to the price of the goods. If Greiner is charged with these costs, Customer agrees to reimburse Greiner for any payments made by Greiner.
- 5.2 Customer shall inform Greiner immediately if withholding tax is due in Customer's state or country of residence for the goods or services supplied. Upon receipt of this information, Greiner shall immediately provide Customer with all documents necessary to obtain a tax reduction, tax exemption or applicability of a zero-tax rate for the goods or services supplied. It is Customer's responsibility to ensure that the tax authorities in Customer's country of residence receive all necessary information in a timely manner so that no or reduced withholding tax is being levied with respect to the goods or services supplied.
- 5.3 Customer shall be liable for all expenses, including back-tax payments, arising as a result of its failure to provide correct information to Greiner in a timely manner. Customer shall fully indemnify and hold Greiner harmless for all resulting negative consequences and damages; in particular, the

Customer shall immediately pay the applicable tax subsequently and separately invoiced by Greiner in the event of an inspection by the tax authorities and subsequent disallowance of the tax exemption.

The Customer is liable for all additional tax payments resulting from incorrect information provided by the Customer.

- 5.4 Greiner shall not be liable for future tax/legal changes; taxes and duties resulting from such changes shall be borne by Customer. Customer must ensure that all applicable taxes are duly reported and paid.
- 5.5 Greiner is highly dependent on its a) upstream suppliers of raw and packaging materials including but not limited to resin, cardboard, purchased parts/semi-finished products, labels, foil, decorations, masterbatch, pallets, boxes, segments, etc. b) transport and logistics companies, c) energy suppliers, d) increasing personnel costs, e) inflation, f) exchange rates, currency regulations, customs changes and g) other service providers. In addition to further price adjustment agreements, Greiner reserves the right to pass on any increasing costs related to the production, packaging, internal processing and delivery in whole or in part to the Customer and to adjust the prices for the products accordingly. Greiner will inform Customer at least two (2) weeks in advance before implementing a price increase.
- 5.6 In the case of deliveries to EU member states, the Customer is obliged to inform Greiner immediately of its VAT identification number.
- 5.7 If the Customer does not comply with this obligation, Greiner reserves the right to immediately invoice the legal value added tax which the Customer has to pay together with the invoice amount. The Customer shall indemnify and hold Greiner completely harmless against any resulting disadvantages and damages; in particular, in the event of an audit by the tax authorities and subsequent refusal of tax exemption, the Customer shall immediately pay the value added tax subsequently and separately invoiced by Greiner.
- 5.8 If the Parties agree on payment in a foreign currency, Greiner has the right to increase the price accordingly to any decline of the exchange rate of the foreign currency to the US Dollar. Greiner may adjust any decline during the period from the date given in the order (initial value) and at the time of delivery (comparative value).
- 5.9 If the Parties expressly agree that the price depends on the weight the goods or parts thereof the price shall result from the weight of the product sample released by the Customer.
- 5.10 Greiner is not liable for any further obligations, for which the Customer shall be responsible.

## **6. TERMS OF PAYMENT**

- 6.1 Greiner is free to transmit invoices either by mail or electronically.
- 6.2 Invoice amounts shall be paid within the time limits set forth by Greiner in writing to Customer by wire transfer to Greiner's account, free of any charges and fees. If no specific time limits have been set by Greiner, all invoice amounts shall be paid within thirty (30) days of the invoice date, by wire transfer to Greiner's account, free of any charges and fees.
- 6.3 Deduction of a cash discount requires a separate agreement. Discount agreements cease to apply in their entirety as soon as there is a delay in payment (including partial payments).

- 6.4 In the event of payment default and/or deterioration in Customer's credit worthiness, Greiner is entitled, at its sole discretion, to exercise any one or more of the following in addition to any remedies available at law: (i) to withhold future, even already confirmed, deliveries to Customer until the outstanding debt has been received in full; (ii) terminate any discount agreements; (iii) shorten Customer's payment period; (iv) demand advance payment or request security in the value of future deliveries; (v) to terminate the contract; and (vi) collect interest at the highest rate permitted by law. A defaulting Customer is also liable for all expenses of Greiner related to the collection and recovery of the outstanding invoice amounts, including all attorney's fees and costs.
- 6.5 Any designation of application of the payment by the Customer is irrelevant. Payments made by Customer will first be credited against any legal costs, extrajudicial costs, accrued interest, and finally against the oldest outstanding balance.
- 6.6 Customer shall make any objections to Greiner's invoice within thirty (30) days after the invoice date. Any objections made after this date shall be considered waived and the invoice accepted by Customer.
- 6.7 The Customer is only entitled to offset or withhold payments based on claims that are undisputed or have been finally determined by a court..

## **7. TOOLS / MACHINES / EQUIPMENT / PARTS**

- 7.1 If Greiner manufactures tools, machines, equipment or parts thereof (hereinafter "Tools") for Customer or has them manufactured for Customer, pursuant to a separate written agreement between the Parties, the ownership of the Tools shall not pass to Customer until such time the purchase price for the Tools has been paid in full. After full payment, Customer shall make the Tools available to Greiner on loan to produce the goods ordered by Customer.
- 7.2 In the absence of a separate agreement between Greiner and Customer, the price for the Tools does not include any costs or expenses for samples, costs for the sample itself, testing and processing devices, services due to changes and/or additions caused by Customer and/or any drawings/data required for the production of the Tools and owned by our supplier/tool maker.
- 7.3 If Greiner and Customer have, in a separate written agreement, agreed that payment for the Tools shall be by way of amortization and the supply relationship ends before the Tools have been fully amortized, Customer shall immediately pay the outstanding amortization amount in full and take possession of the Tools within thirty (30) days thereafter.
- 7.4 Unless Greiner guarantees a specific lifetime of the Tools ("Guaranteed Lifetime"), Customer is responsible and liable for repair and replacement of the Tools. Greiner will inform the Customer about the necessity of repair or replacement.
- 7.5 Repair is any action (except maintenance) that is necessary to ensure the proper use of the Tools. The term repair also includes the replacement of parts which are subject to wear and tear during normal use and which must be regularly renewed, replaced, or reworked.
- 7.6 Replacement is the exchange of an irreparable Tool with a similar Tool that meets the agreed specifications. A Tool shall be deemed irreparable if the repair would involve a disproportionately high effort.
- 7.7 If Greiner notifies Customer regarding defects in the Tools and Customer does not immediately remedy the defects, Greiner may, at its sole discretion and at the risk of Customer, suspend production with the affected Tools, or continue production with the defective Tools.

- 7.8 If the Customer does not comply with a notified repair or replacement of the Tools, Greiner is not liable for any damage or loss resulting therefrom (including but not limited to delay in delivery, reduced production capacity, and defective products).
- 7.9 If Customer lends Greiner Tools to produce the goods, Customer guarantees and warrants that the Tools are safe to operate, fit for the intended purpose and project goals, and that they meet the agreed specifications.
- 7.10 While the Tools are located at Greiner for production purposes, Greiner shall be responsible for the maintenance of the Tools, but all the costs and expenses of maintenance shall be charged to Customer. Maintenance is limited to the careful storage, control of the operational safety, and necessary lubrication and cleaning of the Tools while at Greiner's facility.
- 7.11 Greiner is not liable for any accidental loss of the Tools. Customer shall be solely responsible for obtaining insurance on the Tools.
- 7.12 Greiner is not liable for any form of change, deterioration and damage to the Tools which results from the agreed use, normal wear and tear, or the designed lifetime of the Tool.
- 7.13 The Tools will be stored at Greiner for one (1) year after the last order by Customer. If Customer refuses to collect the Tools by such time, Greiner is entitled to use them or to dispose them in its sole discretion.
- 7.14 All costs and expenses of transporting the Tools from Greiner's facility shall be borne by Customer. The risk of loss shall pass to Customer at the time Greiner makes the Tools available for Customer.
- 7.15 Greiner is entitled to refuse to hand over Tools owned by Customer until all claims of Greiner against Customer have been settled, including but not limited to claims related to the payment of all invoices for the Tools, any maintenance, repair and replacement costs and deliveries of goods.

## **8. CUSTOMER PARTS**

- 8.1 If Customer has undertaken to provide parts for the production of the goods, then Customer is obliged to deliver them DDP to Greiner's factory in Pittston, PA (Incoterms 2020), in good time, in perfect condition and in such quantities that Greiner is able to process them without interruption, properly and in due time. Customer shall also deliver a surplus of five to ten percent (5-10%) of the needed quantities due to possible rejections. Title and risk of loss for such parts shall remain with Customer at all times.
- 8.2 Greiner will notify Customer of defective parts as soon as they become evident in the ordinary course of business. Customer waives any objection to a delayed notice of defects.
- 8.3 Greiner shall not be liable for any delay due to quality or quantity of the provided parts by the Customer. This includes but is not limited to the right to stop further production until Customer provides the agreed quality and quantity of parts.
- 8.4 Customer shall defend, indemnify, and hold Greiner completely harmless for any claims or damages arising from Customer parts or any delay caused by Customer. Without limitation, this shall include also cases in which the defective nature of the parts provided by the Customer is first discovered by Greiner after taking delivery/following processing or is only discovered by the Customer or end customer.
- 8.5 If Customer does not place any orders for products involving Customer parts in stock, Greiner shall notify Customer of such remainders. Greiner may dispose or use such remainders at Greiner's own discretion if Customer refuses to collect them within a reasonable time.

**9. SUB-SUPPLIERS**

- 9.1 Greiner may, in its sole discretion, select all sub-suppliers so long as the components comply with the specifications.
- 9.2 If Customer recommends or prescribes a sub-supplier for Greiner to use, Customer shall remain responsible and liable for the services and deliveries of the sub-supplier. Greiner shall not be liable for any defects in components supplied by the sub-supplier or any delays caused by the sub-supplier. Customer shall defend, indemnify, and hold Greiner harmless from and against any claims or damages arising from the sub-supplier's parts or any delay caused by the sub-supplier.

**10. PRELIMINARY WORK, TEMPLATES**

- 10.1 All preliminary work performed by Greiner, including but not limited to sketches, drafts, cost estimates, originals, and samples, will be invoiced. These preliminary works, as well as brochures, catalogs, presentations and similar, remain the intellectual property of Greiner. Any use, including but not limited to passing on, duplication, publication and making available, including copying only in extracts, requires the express prior written consent of Greiner.
- 10.2 All originals, including but not limited to final artwork, lithographs, clichés, and printing cylinders, remain the property of Greiner and will not be published, even if they are partially or completely invoiced. Greiner will keep the originals for two (2) years for repeat orders. If no further orders are placed, Greiner may dispose of the originals at its sole discretion without any claims from Customer.

**11. PROPERTY RIGHTS OF THIRD PARTIES**

- 11.1 If goods are manufactured according to the ideas, suggestions, samples, drawings, instructions or models of Customer ("Customer Designs"), Customer represents and warrants that no rights of third parties are infringed thereby, including in particular no patent, trademark, design or other industrial property rights. The same applies to cases in which Greiner makes changes and/or additions to Customer Designs and Customer approves such changes.
- 11.2 Customer shall defend, indemnify, and hold Greiner harmless from and against any (asserted) claims or damages and provide immediate injunctive relief in connection with the infringement of any such third-party rights; and the Customer shall reimburse Greiner for any expenses incurred in this regard.
- 11.3 In the event of any actual or threatened civil or criminal proceedings due to Customer Designs, Greiner is entitled, without examining the legal situation and without the Customer being entitled to any claims against Greiner in this regard, at any time to suspend deliveries or cancel them completely and terminate the contract. In such cases, Customer shall not be entitled to claim any damages.

**12. INTELLECTUAL PROPERTY**

- 12.1 "Intellectual Property" includes, without limitation, know-how, ideas, trade and business secrets, technical improvements, proprietary rights, inventions, copyrights, trademarks and name rights, in all cases regardless of whether they are registered, recorded or granted, and all applications, extensions or renewals thereof.
- 12.2 "Existing Intellectual Property" refers to Greiner's Intellectual Property already in existence in relation to Greiner upon commencement of the Parties' collaboration or no later than upon conclusion of the contract.

- 12.3 “Developed Intellectual Property” refers to Intellectual Property that has been developed or that emerged within the scope of the Parties’ collaboration, through the efforts of Greiner, its employees or other (legal) persons affiliated with Greiner (freelancers, students, professor, sub-contractors, etc.) or jointly with the Customer.
- 12.4 Both Existing and Developed Intellectual Property shall remain the (sole) property of Greiner under all circumstances.
- 12.5 “Rights of Use” refers to all forms of use of Greiner’s Intellectual Property, in particular any licenses granted, and any exploitation rights and exploitation authorizations. Rights of Use related to Greiner’s Intellectual Property must be granted expressly and in writing and their scope must be agreed separately. Absent a separate agreement, Rights of Use shall be interpreted very narrowly, are non-exclusive, revocable and granted by Greiner only to the extent that they are absolutely necessary for the Customer to use and exploit the respective goods in accordance with the agreement made.

### **13. WARRANTY**

- 13.1 After delivery, and in the course of using, mixing, combining, blending, modifying, processing, storing or (re)selling the goods, the Customer shall carefully inspect the goods in advance and satisfy itself that the goods delivered comply with the specifications agreed upon in writing or, if no specifications have been agreed upon, with the most recent specifications used by Greiner at the time of manufacturing the goods.
- 13.2 Greiner warrants that (a) the goods at the time of delivery comply with the agreed specifications and/or the samples/drawings approved by Customer; and (b) the tolerances customary in the industry are adhered to. These warranties are, however, void if Customer fails to pay for the goods or services.
- 13.3 Greiner does not give any warranty and does not assume any liability for (a) the functionality, condition, or suitability of the product for a particular purpose or (b) the compliance with laws, standards and regulations of any country outside of the United States or c) statements on its homepage, in advertising materials or publications in catalogues, print media, electronic media or social media.. Customer is solely responsible for examining the functionality, condition and suitability of the goods for the intended purpose, and determining whether the goods are suitable for interactions with the specific filling material, contact material, or other assembled components.
- 13.4 The warranty period starts from the date of delivery and expires twelve (12) months thereafter. Customer must immediately, upon receipt of delivery at the place of destination, inspect the goods. Customer must notify Greiner of all patent defects in writing within thirty (30) days after delivery or, in the case of latent defects, within thirty (30) days of detection, with a detailed description of the type of defect, otherwise all claims shall be time-barred. If requested by Greiner, Customer shall send samples of the defective goods as well as a photo of the relevant carton label to Greiner.
- 13.5 Greiner shall determine whether the goods comply with the warranties based on its analysis of samples or the records kept by Greiner, which are taken from the batches or production series in which the goods were produced. In the event Customer disputes Greiner’s determination, Greiner shall provide representative samples to an independent laboratory acceptable to Customer according to reasonable standards to determine whether the batch or production series in question meets the specification. The results of this analysis shall be binding on the Parties, and the losing Party shall bear the associated laboratory costs.

- 13.6 If the goods are defective, Customer shall provide Greiner a reasonable cure period to fulfill its obligations. Greiner shall, at its discretion and subject to due consideration of the interests of the Customer, provide remedies in the form of a replacement, improvement or the grant of a reasonable price reduction. If Greiner has not cured, is not willing or is unable to fulfill its obligations, Customer may: (i) demand the diminution in value at time of delivery; or (ii) rescind the contract subject to these Terms and Conditions. However, if Greiner remedies a defect in fulfilment of its obligations, or if Customer refuses to accept performance by Greiner, Customer may neither reduce the price nor rescind the contract.
- 13.7 Any unauthorized reworking and improper handling by Customer will result in the loss of all warranty rights.
- 13.8 Any alleged defect or non-compliance shall not release Customer from its payment obligation.
- 13.9 A return of the rejected goods, except for requested samples, is not permitted without the prior written consent of Greiner. If the Customer returns defective goods without Greiner's consent, Greiner shall be reimbursed for all costs, of whatever nature, which Greiner incurs as a result. Acceptance of rejected goods by Greiner shall not give rise to any claims or other legal rights on the part of the Customer.
- 13.10 GREINER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF TITLE AND AGAINST INFRINGEMENT. CUSTOMER'S EXCLUSIVE REMEDY AGAINST GREINER, AND GREINER'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO GREINER REPAIRING THE GOODS, REPLACING THE GOODS, IMPROVING THE GOODS, GIVING CUSTOMER A DISCOUNT ON THE PURCHASE PRICE OR, AT GREINER'S OPTION, REFUNDING THE PURCHASE PRICE.

#### **14. LIABILITY**

- 14.1 All the following disclaimers and limitations of liability shall be effective and construed to the maximum extent permitted by law. There shall exist no liability claims unless explicitly described herein. Mandatory laws and standards shall in any event prevail in case discrepancies with the following provisions, and Greiner undertakes to fully comply with any such laws and standards.
- 14.2 Greiner shall be liable for damages which are based on willful misconduct or gross negligence by Greiner, its employees, or representatives.
- 14.3 IN NO EVENT SHALL GREINER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOOD AT ISSUE (NOT TO EXCEED \$500,000 PER CONTRACTUAL YEAR), NOR SHALL GREINER HAVE ANY LIABILITY, EITHER DIRECTLY OR BY WAY OF CONTRIBUTION OR INDEMNITY, FOR DIRECT, SPECIAL, INCIDENTAL, TORT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, SUCH AS, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, DAMAGES BASED ON LOSS OF USE OF THE PRODUCT, REGARDLESS OF WHETHER THE CLAIM FOR ANY SUCH DAMAGES IS BASED ON BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, TORT, OR OTHERWISE.
- 14.4 Customer will defend, indemnify, and hold Greiner harmless from and against all claims and damages arising from any failure to comply with its obligations under the contract. The same applies to instructions of Customer or any remedial measures carried out by the Customer against Greiner's recommendation.

14.5 Any form of joint liability with one or more other Greiner companies (Greiner Packaging International GmbH and its affiliated companies) shall be excluded. The Customer may only assert contractual claims Greiner.

#### **15. CONFIDENTIALITY**

15.1 All information disclosed by Greiner, its affiliated companies, and agents (in particular, material suppliers and toolmakers) shall be deemed confidential unless, at the time of disclosure, it is expressly identified as non-confidential or, by its nature, is clearly nonconfidential. All rights to the confidential information are reserved by Greiner and remain the property of Greiner.

15.2 Nothing in these Terms and Conditions or in any contract between Greiner and Customer shall be interpreted to mean that Greiner grants or transfers to Customer any rights to confidential information or Intellectual Property of Greiner by transferring ownership of the goods.

15.3 Customer may not disclose any confidential information to third parties without Greiner's prior written consent.

15.4 Following the end of the business relationship, the Customer is obliged to return all confidential information it has received without undue delay. The Customer shall remain bound by this Section 15 for as long as it is in possession of confidential information.

#### **16. ASSIGNMENT**

16.1 Customer may not assign or transfer any of its rights or obligations to a third party without Greiner's prior written consent. All of Customer's obligations shall be binding on its permitted successors and assigns.

16.2 Greiner may assign its rights and obligations under the contract to an affiliated company at any time. Any such assignment or transfer shall become effective upon written notification to Customer.

#### **17. NO WAIVER**

Failure by Greiner at any time to enforce any claim under these Terms and Conditions shall not be construed as a waiver by Greiner of its right to act or enforce any provision or condition hereunder, nor shall any delay, default, or failure to enforce any provision or condition affect Greiner's rights.

#### **18. COMPLIANCE**

18.1 The Customer agrees at all times during the business relationship to comply with the Greiner Code of Conduct <https://www.greiner.com/en/greiner-ag/compliance/> as well as the Greiner Code of Conduct for Suppliers and Business Partners <https://sustainability.greiner.com/en/suppliers/> as amended from time to time and all applicable and valid laws and regulations, in particular the US Foreign Corrupt Practices Act of 1977 (as amended from time to time), as well as applicable antitrust, competition and anti-corruption laws. Neither the Customer, nor the persons acting on its behalf, in particular officers, employees or agents shall make, offer, or accept any improper payments or gifts in direct or indirect form to third parties including their employees, officers or to public officials, representatives of a governmental body or authority or a political party or their candidates.

18.2 Greiner reserves the right to audit Customer at any time upon reasonable prior notice to verify compliance with the Code of Conduct and all applicable laws, rules, and regulations. In case of non-compliance, Greiner reserves the right to terminate the contractual relationship with Customer at any time and with immediate effect by written notice to Customer.

**19. DATA PROTECTION NOTICE**

Greiner processes personal data in accordance with legal regulations. Further information on the processing of personal data can be found in Greiner's privacy policy at <https://www.greiner.com/en/data-privacy/> and <https://www.greiner-gmbh.de/en/privacy-policy.html>

**20. SANCTIONS**

20.1 Customer is aware that some territories, legal entities and/or natural persons are subject to or may become subject to sanctions and/or embargoes under various jurisdictions (under e.g. US law, EU law, national law). Customer undertakes to (i) conduct sufficient due diligence and closely monitor its customers at all times, (ii) ensure by means of adequate standards that it does not supply products to legal entities, natural persons and/or territories subject to applicable sanctions and/or embargoes and (iii) not to otherwise violate applicable sanctions and/or embargoes and/or in a manner that would expose Customer and/or Greiner and/or Greiner's affiliates to potential export or sanctions penalties.

Furthermore, the Customer guarantees and warrants that all goods sourced from Greiner are not used for the manufacturing of armaments and/or weapons.

20.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or to the Republic of Belarus or for use in the Russian Federation and/or in the Republic of Belarus any goods supplied under or in connection with these Terms and Conditions of Sale that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EU) No 765/2006.

20.3 The Customer shall (i) ensure that the purpose of Sections 20.1 and 20.2 is not frustrated by any third parties further down the commercial chain, including by any reseller of the goods and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by any reseller of the goods, that would frustrate the purpose of Sections 20.1 and 20.2.

20.4 Any violation of Sections 20.1 and 20.2 and/or 20.3 shall constitute a material breach of an essential element of these Terms and Conditions of Sale, and Greiner shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of all individual agreements subject to these Terms and Conditions of Sale with immediate effect; and/or (ii) a penalty of 5% of the annual total value of the relevant individual agreement subject to these Terms and Conditions of Sale or EUR 25,000.00, whichever is higher.

20.5 In addition, the Customer shall immediately inform Greiner in writing about any problems in applying paragraphs Sections 20.1 and 20.2 and/or 20.3 and, at any time upon Greiner's request, provide relevant documents and information pertaining to such problems.

20.6 Unless otherwise stipulated by mandatory law, the Customer agrees to indemnify, defend and hold harmless Greiner and its affiliates (including their officers, directors, stockholders, agents, employees, representatives and/or subcontractors) in full from and against all actions, claims, allegations, demands, damages, losses, costs and expenses, including reasonable attorney's fees, resulting due to or in connection with the violation by Customer of this Section 20. of these Terms and Conditions of Sale. At Greiner's request, the Customer shall make advance payments for anticipated reasonable attorney's fees and legal costs for investigations and proceedings.

**21. APPLICABLE LAW AND PLACE OF JURISDICTION**

21.1 These Terms and Conditions and all contracts subject to them shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law principles. Neither the United Nations Treaty on the International Sale of Goods nor any other existing or future bilateral or international treaties shall be applicable.

- 21.2 Any disagreement, dispute, controversy or claim with respect to the validity of these Terms and Conditions or arising out of or in relation to these Terms and Conditions and any contract governed by them shall be finally settled by arbitration in Pittston, Pennsylvania in accordance with articles of the American Arbitration Association (“AAA”) for Commercial Arbitration, or such other commercial arbitration process as may be mutually agreed upon by the Parties. The dispute will be determined by three arbitrators, with each Party appointing one and the Parties’ arbitrators collectively appointing a third. Each Party shall bear its own attorney’s fees, costs and expenses, and an equal share of the arbitration fees. The arbitrators shall have discretion to determine the extent of discovery that may be allowed consistent with the value of the case, Rule 26 of the Federal Rules of Civil Procedure and AAA Procedures for cost-effective arbitration of Large, Complex Commercial Disputes. Any award or order rendered by the arbitrator may be confirmed as a judgement or order in any state or federal court of competent jurisdiction.
- 21.3 Notwithstanding the above, any dispute, controversy, or claim with respect to confidential information or Intellectual Property may be brought in any state or federal court in the Middle District of Pennsylvania. Customer hereby irrevocably consents to the exclusive personal jurisdiction of such courts. Customer waives any objection based on forum non conveniens or any objection to venue of any such action.

## **22. SURVIVAL RIGHTS**

- 22.1 Termination of one or more of the rights or obligations of the Parties, on any grounds whatsoever, is without prejudice to any provisions of these Terms and Conditions of Sale intended to survive such termination.
- 22.2 If the contract between the Parties is terminated for any reason whatsoever, then the contract, together with these Terms and Conditions of Sale, shall remain fully applicable to rights already accrued prior to termination;
- 22.3 In any event, Sections 11 (Third-party Property Rights), 12 (Intellectual Property), 13 (Warranty), 14 (Liability), 15 (Confidentiality), 20 (Sanctions) and 21 (Applicable Law and Jurisdiction, Arbitration Agreement) shall likewise remain applicable provided that they are not subject to limitation pursuant to the Sections referred to above.

## **23. SEVERABILITY CLAUSE**

If any provision of these Terms and Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions of these Terms and Conditions shall not be affected thereby. Such invalid or unenforceable provisions shall be deemed replaced by valid and enforceable provisions that most closely approximate the intended economic purpose.

## **24. INDEPENDENT CONTRACTORS**

Nothing in these Terms and Conditions or any contracts subject to these Terms and Conditions shall establish a partnership, company or joint venture of any type between Greiner and Customer. Neither Greiner nor Customer shall be entitled to act as representative of the respective other Party for any purpose whatsoever and/or to commit the respective other Party or to give undertakings on behalf of the other Party.

**EXHIBIT A – Order Cancellation, Warehousing Fees, and Restocking Policy Effective 4/1/2023**

TYPES	POLICY
<p><b>Blanket Order:</b> a quantity contract; segments for several release orders are ordered and kept in inventory</p>	<p>Customer may change or cancel a blanket order by the end of the day of the 2nd business day after the order was placed. No changes or cancellations are allowed after this period except for direct print items which may be cancelled so long as no raw materials have been ordered for a 10% order penalty fee of the total order value.</p>
<p><b>Release Order:</b> an order that pulls from a blanket order, segments are already in stock for this order and converted; release quantities must not exceed the blanket order quantities</p>	<p>No delivery date changes are allowed for release orders. In rare cases where an exception is made, a 20% cancellation fee will apply based on the total amount of the order or \$500 fee if materials have not been ordered. Customer must take release order delivery within 60 days of blanket order placement.</p>
<p><b>Standard Order:</b> make &amp; ship principle, no segments are in stock &amp; have to be ordered, the quantity ordered is enough to fulfill the order; no stock will be kept</p>	<p>Customer may change or cancel a standard order by the end of the day of the second business day after the order was placed. No changes or cancellations are allowed after this period.</p>
<p><b>Artwork &amp; Plates</b></p>	<p>All artwork &amp; plates cancelled will be subject to a \$500 charge per sku + plate fees.</p>
<p><b>Warehousing Fees</b></p>	<p>Warehouse fees of \$50.00/ pallet per full month will be charged for aged inventory, including Goods that are being stored due to delivery/pickup dates that have been pushed back by Customer. The fees will be charged in one month increments (Example: 6 weeks = 2 months charge).</p>
<p><b>Restocking Fees</b></p>	<p>A restocking fee of \$350 will be applied to orders picked and staged on our dock after a 48-hour grace period. \$400 for each additional occurrence during the calendar year.</p>

\* \* \* \_ \* \* \*