



## General Terms and Conditions of Sale

- 1. Applicability of Terms.** All sales, manufacture, and supply of goods and/or services (as applicable, collectively, “Deliverables”) by Green Bay Packaging Inc. or any of its affiliates (“GBP”) to the purchasing and/or supplied party thereof (as applicable, “Customer”) will be subject to and governed by the terms and conditions hereof (these “Terms”), except solely and to the extent GBP and such Customer have entered into a separate agreement covering the supply of such Deliverables signed by authorized representatives of GBP and Customer (a “Supply Agreement”), in which case such Supply Agreement will govern and control with respect thereto for the scope of performance and the applicable Deliverables as set forth therein. For the avoidance of doubt, in the absence of a separate Supply Agreement, all quotes and invoices issued by GBP, and purchase orders and other order documents and communications issued by or on behalf of Customer, will be subject to and governed by these Terms, whether or not specifically referenced within or on the face of such documents or communications. Other than those in a Supply Agreement or GBP’s invoice, GBP will not be bound by and specifically objects to any terms or provisions that is different from or in addition to the terms and conditions of these Terms, including but not limited to those which are proffered verbally or in any shipping document, acceptable, confirmation, correspondence or other standard business form issued by or on behalf of Customer. These Terms may not be modified except by a written agreement signed by authorized representatives of both parties. A waiver of one breach under these Terms is not a waiver of any other breach.
- 2. Payment Terms; Financial Responsibility.** Payment terms are net 30 days from the date of GBP’s invoice. Past due amounts will accrue interest at a rate equal to the lower of 1.5% per month and the highest amount allowed by law. The cost of artwork, printing plates, and cutting dies necessary to initially manufacture Deliverables will be borne by Customer, and the cost of replacement printing plates and cutting dies due to wear or damage while in GBP’s possession will be borne by GBP. If at any time GBP has any reasonable doubt as to Customer’s financial wherewithal or ability to pay for Deliverables, GBP, at its option, may decline to make further shipments except upon receipt of cash in advance or upon giving of other security satisfactory to GBP, or terminate its supply relationship with Customer. Nothing in this paragraph is intended to affect the obligation of Customer to accept and pay for Deliverables it has ordered and/or received.
- 3. Delivery; Orders.** Delivery shall be as specified in GBP’s acknowledgement of the applicable order. Shipping terms will be FCA delivery point to carrier (Incoterms 2020) where Customer has arranged for transportation, and FCA Customer’s delivery destination (Incoterms 2020) where GBP has arranged for transportation. Shipments outside the continental United States will be EXW (Incoterms 2020) GBP’s facility. Risk of loss shall pass to Customer upon delivery at the applicable point above. Following placement of an order, Customer may not change, cancel, terminate, or direct the suspension of manufacture with respect to such order, in each case, without GBP’s written consent. GBP will use commercially reasonable efforts to meet requested delivery dates, but specific delivery dates are not guaranteed. Customer must give GBP written notice of claims for shortages or incorrect or damaged products within 30 days after Customer receives the applicable shipment, where failure to give this notice shall constitute an unqualified acceptance and waiver by Customer of all claims for shortages or damaged or incorrect items.
- 4. Warranty; Responsibility.** GBP warrants that as of the time of delivery, Deliverables that are (i) products will be of a quality at least commercially equal to the quality of similar products supplied by GBP to other customers; and (ii) services will be performed in a professional and workmanlike manner. THE EXPRESS WARRANTIES SET FORTH ABOVE ARE THE EXCLUSIVE WARRANTIES PROVIDED BY GBP WITH RESPECT TO THE DELIVERABLES OR OTHERWISE, AND ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF EVERY KIND OR TYPE, INCLUDING BUT NOT LIMITED TO WARRANTIES AGAINST INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED. In the event of GBP’s breach of its warranties above, Customer’s sole and exclusive remedy in such case will be to have GBP resupply or reperform the Deliverables affected by the breach, at GBP’s expense. The foregoing remedy is intended to be exclusive and in lieu of any other rights, obligations, or remedies of the parties that may otherwise be available to them at law or in equity. GBP is not responsible for, and its warranties and other obligations under these Terms or otherwise with respect to the Deliverables do not include, compliance with legal or regulatory requirements that arise from or are related to items that Customer or other third parties may ultimately package, store, ship, market, sell, transfer, or otherwise dispose of in or using the Deliverables.
- 5. Remedies.** GBP may place in storage for Customer’s account and risk any Deliverables with respect to which Customer delays manufacture, receipt, or shipment, will and Customer will pay all charges which GBP incurs for storage, trucking, and other expenses incidental thereto. Customer will be in default if it fails to pay GBP amounts when due or is in breach of its obligations hereunder or with respect to the Deliverables (other than payment) and fails to cure such default for a period of five days after receiving written notice thereof from GBP. Upon Customer’s default, GBP may, at its option and without prejudice to any of GBP’s other rights and remedies that may be available at law, in equity, or otherwise, (a) make shipments subject to receipt of cash in advance, (b) terminate these Terms, its supply relationship with Customer, or then-open but uncompleted orders, and declare immediately due and payable

the obligations of Customer for Deliverables previously shipped, (c) demand reclamation, and/or (d) suspend any further deliveries until the default is corrected. In addition, Customer shall remain liable for all loss and damage incurred or sustained by GBP because of Customer's default, including but not limited to expenses related to collection and reasonable attorneys' fees.

6. Taxes. Other than taxes assessed with respect to GBP's net income, Customer is responsible for all applicable federal, state, or local sales, use, value-added, and other taxes related to the sale and delivery of the Deliverables. GBP may either bill Customer separately for such taxes or add such taxes to the price or amounts charged for the applicable Deliverables.
7. Liability. GBP WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY WITH RESPECT TO THE DELIVERABLES OR ITS PERFORMANCE UNDER THESE TERMS FOR (I) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS), INCLUDING WHERE GBP WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER WITH RESPECT TO THE DELIVERABLES GIVING RISE TO THE MATTER OR CLAIM.
8. Governing Law. This Agreement is governed by the substantive laws of the State of Wisconsin, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising under or in connection with this Agreement will be resolved exclusively in the state or federal courts located in Brown County, Wisconsin. The parties irrevocably submit to those courts' venue and jurisdiction, and waive all defenses of lack of jurisdiction and inconvenient forum.
9. Miscellaneous. These Terms constitute the complete and final agreement of the parties pertaining to the subject matter hereof and supersede the parties' prior agreements, understandings, and discussions relating thereto. If any court of competent jurisdiction finds any part of these Terms to be invalid or unenforceable, then that part will be deemed modified to the extent necessary in order to render it valid and enforceable. If it cannot be so saved, it will be severed, and the remaining parts will remain in full force and effect. The parties are independent contractors, and nothing herein creates an employer-employee, partnership, joint venture or other relationship between the parties. Neither party has authority to create obligations of any kind on the other's behalf. Section 1, the last sentence of Sections 2 and 3, and Sections 4 through 10 will survive termination or expiration of these Terms or any order.

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