
ANCHOR BAY PACKAGING

GENERAL TERMS AND CONDITIONS

EFFECTIVE DATE: SEPTEMBER 2022

TERMS AND CONDITIONS OF SALE

- 1. Prices**
- 2. Delivery, Order Acceptance and Documentation**
- 3. Excuse of Performance**
- 4. Termination and Suspension by Buyer**
- 5. Limitation of Remedy and Liability**
- 6. Taxes**
- 7. Terms of Payment**
- 8. Buyer Supplied Data**
- 9. Export and Import**
- 10. General Provisions**

Anchor Bay Packaging Corporation's ("Seller") quotation and these terms and conditions constitute the Seller's offer to sell the goods included in the quotation (the "Goods") and, upon acceptance through placement of an order for any Goods, acceptance of delivery of any Goods, payment for any Goods, or other actions taken by the buyer identified on the quotation ("Buyer") in furtherance of ordering any Goods shall constitute the parties' contract for sale of the Goods ("Agreement" or "Contract") and be binding on the Buyer and Seller as provided in this Agreement. Any terms or conditions included in any documents issued by Buyer that contradict, alter, are inconsistent with, add to, or otherwise affect the Contract are hereby rejected and may apply only if expressly acknowledged and accepted in a signed writing by Seller.

1. PRICES: Unless otherwise specified by Seller, Seller's price(s) for the Goods shall remain in effect for Thirty (30) days after the date of Seller's quotation. Prices for Goods do not cover storing, installing, starting up, or maintaining the Goods unless expressly stated in Seller's quotation.

The price for the Goods and/or Services are as stated in the Purchase Order. Unless otherwise stated in the Contract, prices are subject to increase for any reason, including increased raw material costs, increased labor or other manufacturing costs, increased development costs, changes in volumes from those estimated or expected, changes to delivery schedules, or any other unforeseen circumstances.

2. DELIVERY, ORDER ACCEPTANCE, AND DOCUMENTATION: All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process any order. Notwithstanding any provisions to the contrary risk of loss shall transfer to Buyer in accordance with the Incoterms quoted. Legal title to the Goods shall transfer to the Buyer upon receipt by Seller of full payment by Buyer. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.

Buyer is deemed to have accepted the Goods upon delivery, and waives any objection as to quality or quantity.

3. FORCE MAJEURE: Seller shall not be liable for delays in performance or for non-performance due to any foreseen or unforeseen events or actions beyond Seller's control, including, but not limited to accidents, laws, acts of god, governmental orders or actions, wars, epidemics, pandemics, or other such

circumstances. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. TERMINATION AND SUSPENSION BY BUYER: Buyer may terminate or suspend its order for any or all of the Goods covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension. Buyer is responsible for the all costs incurred and materials ordered based on the order placed by Buyer, if the order is terminated.

5. LIMITATION OF WARRANTY, REMEDY, AND LIABILITY: SELLER WARRANTS GOOD TITLE TO THE GOODS AND THAT THE GOODS MEET THE AGREED UPON SPECIFICATIONS AT THE TIME OF DELIVERY. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIUE OF ALL OTHER WARRANTIES OF QUALITY OR PERFORMANCE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS MANUFACTURED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

6. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods may at Seller's option be added to the price herein specified and invoiced to Buyer.

7. TERMS OF PAYMENT: Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due.

8. BUYER SUPPLIED DATA: Seller shall have no liability to Buyer whatsoever to the extent that Seller has relied upon any data or information supplied by Buyer to Seller (“Data”) in the selection or design of the Goods and the preparation of Seller's quotation.

9. EXPORT/IMPORT: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States (including, but not limited to the United States Mexico-Canada Agreement) and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

10. GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of Michigan. Buyer and Seller agree that the exclusive venue and jurisdiction for all actions arising under the Agreement shall be in the appropriate state and federal courts located in the State of Michigan. (f) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement.