

## STANDARD TERMS AND CONDITIONS

1. **BASIS OF SALE.** The terms and conditions of sale set forth herein are the exclusive terms and conditions applicable to the sale of any product or service to Buyer by GP&C Operations LLC, d/b/a Garlock Flexibles (hereinafter "Garlock Flexibles"). Garlock Flexibles expressly limits any sale to the terms and conditions set forth herein in their entirety, and will not accept, and hereby rejects, any other conditions of sale, unless Garlock Flexibles has signed a written agreement that expressly modifies, supersedes, or replaces the terms and conditions set forth herein. Garlock Flexibles's acceptance of any purchase order is expressly limited to and made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein and shall govern any transaction between Garlock Flexibles and Buyer notwithstanding contrary terms contained in a purchase order or other document submitted by Buyer. Buyer's acceptance of these exclusive terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's submission of a purchase order; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. Garlock Flexibles's silence or failure to respond to any different or additional term, condition or proposal shall not be deemed to be Garlock Flexibles's acceptance or approval thereof.

All purchase orders must be bona fide commitments showing definite prices and quantities. No purchase order, whether submitted in response to a quotation by Garlock Flexibles, shall be binding upon Garlock Flexibles until Garlock Flexibles has accepted such purchase order by issuing an order acknowledgement. Buyer may not cancel or modify any purchase order once accepted by Garlock Flexibles without the express written consent of Garlock Flexibles.

2. **PRICES.** Prices are based upon continuous production in uninterrupted runs of the quantity or quantities specified by Garlock Flexibles which, unless expressly authorized by Garlock Flexibles in writing, shall not be less than 8 million square inches (aka - 8 MM sq. in., 8,000 MSI), per individual item. In the event production runs are less than 8,000 MSI or other quantity expressly authorized by Garlock Flexibles in writing, then such prices shall be subject to a reasonable increase to reflect any cost to Garlock Flexibles, including set up times. In the event Buyer requests or causes any deviation from the specifications contained in a purchase order and corresponding order acknowledgment (including, but not limited to, change in quantity, product mix, scheduling, artwork, lead times or delay in responding to requests for approval from Garlock Flexibles), Buyer agrees to an increase in price in an amount necessary for Garlock Flexibles to recover any increase in costs or other losses to Garlock Flexibles resulting from such deviation.
3. **TAXES.** Prices, unless expressly indicated, do not include federal, state or local sales, use or other taxes, now or hereafter enacted, applicable to the goods sold. Any such taxes will be added by Garlock Flexibles to the sales price where Garlock Flexibles has the legal obligation to collect same and will be paid by the Buyer unless Buyer provides Garlock Flexibles with the proper tax exemption certificates. Buyer agrees to indemnify Garlock Flexibles against all claims and liabilities in connection with the taxes set forth in this section.
4. **TERMS AND METHOD OF PAYMENT.** All invoices are due and payable on a net basis within thirty (30) days from the date of invoice unless otherwise set forth in such invoice. No deductions or setoffs shall be allowed from invoices unless expressly authorized by Garlock Flexibles in writing. The amount of credit extended to Buyer may be modified or revoked by Garlock Flexibles at any time in its sole and absolute discretion. If shipment is delayed by Buyer, time frames for payment set forth herein shall begin to run on the date when Garlock Flexibles is prepared to make such shipment. Garlock Flexibles reserves the right to charge interest, or a fee in lieu of interest, at the highest rate allowed by law on all overdue accounts, plus all costs associated with the collection of such overdue accounts (including, without limitation, court costs and attorneys' fees), with each fraction of a month counted as a full month. Whenever Garlock Flexibles in good faith deems itself insecure, Garlock Flexibles may

cancel any outstanding purchase order with Buyer, decline to make delivery of products to Buyer, or repossess goods in transit or delivered, but not paid for in full.

5. **DELIVERY, TITLE AND RISK OF LOSS.** Prices and delivery are F.O.B. Garlock Flexibles's plant and all risk of loss, including loss or damage during shipping, passes to Buyer upon Garlock Flexibles's delivery of product to a common carrier for shipping at Garlock Flexibles's plant. Garlock Flexibles recommends (but does not require) that Buyer obtain insurance to protect against risk of loss or damage during shipping. Buyer is responsible for all costs of freight and delivery; except, as a courtesy to Buyer, Garlock Flexibles will pay freight charges for any shipment that meets the following criteria: (i) shipments in excess of 3,500 lbs. for mixed load or roll stock items, (ii) shipments in excess of 2,000 lbs. for Inno-lok items only and (iii) shipments in excess of 1,500 lbs. for bags or pouches only. Even in those circumstances where Garlock Flexibles pays the cost of freight, risk of loss passes to Buyer at the time Garlock Flexibles delivers the goods to a common carrier for shipping. In the event Buyer fails to pay any freight or delivery charge Garlock Flexibles may, at its option, pay all or a portion of the outstanding freight charges and invoice Buyer for same. Notwithstanding transfer of risk of loss to Buyer upon delivery of Product to a common carrier FOB Garlock Flexibles's plant, title to all Product (whether finished or in process) remains with Garlock Flexibles until Garlock Flexibles has received payment in full for such product. In the event it is determined by a court that title transferred to Buyer at any point prior to payment in full, then and in that event, Buyer grants to Garlock Flexibles a security interest in all Product that is subject to these terms and conditions and all proceeds therefrom. Buyer shall cooperate with Garlock Flexibles in complying with all applicable laws and regulations and perform all acts deemed necessary or advisable by Garlock Flexibles to perfect and ensure Garlock Flexibles's security interest in said Products. If requested by Garlock Flexibles, either prior to shipment or at any time when any part of the purchase price remains unpaid, Buyer shall give to Garlock Flexibles in Garlock Flexibles's usual form, a financing statement or such other document as may be required to perfect such security interest.
6. **LEAD TIMES.** Any quoted lead times for products are approximate only and shall, in no case, be less than the following standard lead times: (i) 6 weeks for roll stock items and (ii) 8 weeks for further converted items (Inno-lok items, bags and pouches, etc.), in each case from the date that final approved artwork and all requested technical specifications have been provided to Garlock Flexibles. In the event any lead times are quoted by Garlock Flexibles prior to Garlock Flexibles's receipt in full of the artwork and technical specifications, such quoted lead times shall be deemed to be revised in accordance with this section without any further action on the part of Garlock Flexibles. In any case, Garlock Flexibles shall not be liable for any loss suffered by Buyer caused by delivery of Products in advance of or after the date quoted for delivery, however caused, and time for delivery is not of the essence.
7. **INSPECTION, ACCEPTANCE AND RETURN.** Within ten (10) days of Buyer's receipt of any shipment, Buyer must report any shortage, damage, or quality deficiency. After such period, all such claims will be deemed waived, and Buyer shall be conclusively deemed to have inspected and accepted such products, subject to Garlock Flexibles's warranty as set forth in Section 10 below. Before returning product for any reason, Buyer must notify Garlock Flexibles of the reason for such return, obtain Garlock Flexibles's prior approval therefore, and then observe such reasonable instructions as Garlock Flexibles may give in authorizing any return.
8. **OVER OR UNDER RUNS.** Garlock Flexibles reserves the right to ship and invoice over and under run amounts up to the following percentages (based on individual item order quantity expressed in MSI of roll stock) which shall constitute proper and complete fulfillment of any order and shall be paid for at the unit price specified in the order: (i) under 8 MM Sq In, 35%, (ii) 8 to under 10 MM Sq In, 30%, (iii) 10 to under 20 MM Sq In, 20%, (iv) 20 to under 50 MM Sq In, 15% and (v) 50 or more MM Sq In, 10%.
9. **INVENTORY PROTECTION.** Finished goods may be held by Garlock Flexibles for up to 90 days from the manufacture date at no cost to Buyer, following which such finished goods may be shipped and invoiced to Buyer at any time at Garlock Flexibles's sole discretion. If at Garlock Flexibles's sole discretion such finished goods are not shipped after 90 days, Buyer may be charged a warehousing fee equal to one and one-half percent (1.5%) of the invoiced price of the stored finished goods per month

with each partial month counting as a full month to be billed at the time of shipment. Garlock Flexibles is under no obligation to continue any storage after 90 days from the manufacture date. Garlock Flexibles may ship to and invoice buyer for all raw materials remaining in inventory that were ordered in response to purchase orders from Buyer and that are not committed to firm production orders by Buyer within thirty (30) days after such raw materials are received by Garlock Flexibles.

10. **TOOLING.** All preparatory work, plates, or cylinders, referred to herein as tooling, shall remain Garlock Flexibles's property unless the cost of such tooling was invoiced to and paid for in full by Buyer when such tooling was procured or, if the cost of such tooling was to be amortized into the price of future orders, until such time as the cost of such tooling has been fully recovered through such amortization. Garlock Flexibles may invoice Buyer for the remaining unamortized cost of any tooling if the items produced with such tooling are discontinued or the anticipated future orders into which such tooling was to be amortized are delayed or otherwise not fulfilled. Garlock Flexibles shall store all tooling without charge; provided, however, that Garlock Flexibles shall have the right, without liability, to destroy such tooling if not used for two years. In the case of any tooling that is the property of Buyer, prior to such destruction, Garlock Flexibles shall provide Buyer with at least 10 day notice that it intends to destroy such tooling so that Buyer may, during such 10 period, complete the purchase of such tooling at its original cost from Garlock Flexibles. Failure of Buyer to respond and complete such purchase prior to the end of such 10 day notice period shall constitute Buyer's agreement to such destruction.
11. **LIMITATION OF WARRANTY AND CLAIMS.** Buyer assumes all risk and liability for the use of Garlock Flexibles's products, whether used singly or in combination with other products. Garlock Flexibles warrants that all new and unused products furnished by Garlock Flexibles shall be free from defects in material and workmanship under normal use for a period of twelve (12) months from the date of manufacture. Garlock Flexibles makes no warranty that any product sold to Buyer conforms to any state or federal laws or regulations. **THE FOREGOING WARRANTY EXTENDS ONLY TO BUYER AS THE ORIGINAL PURCHASER, AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, INDEMNITIES OR OBLIGATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the case of Garlock Flexibles's breach of warranty, other breach of these terms and conditions, or any other terms and conditions that may be deemed applicable to transaction contemplated herein (including, without limitation, any repair made or undertaken to be made under warranty), the exclusive remedies therefore shall be: (i) repair; (ii) replacement; or (iii) repayment of, or credit against future purchases for, the purchase price of the defective products upon return of the defective products. Selection among the exclusive remedies described above shall in each case be at Garlock Flexibles's sole and absolute discretion and subject to Buyer's compliance with Garlock Flexibles's return procedures and instructions.
12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WHATSOEVER SHALL Garlock Flexibles BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE PRODUCT SOLD OR THE AGREEMENT TO SELL PRODUCT TO BUYER, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROPERTY OR EQUIPMENT, LOST PROFITS, LOST REVENUE, COST OF CAPITAL, LOST GOODWILL, COST OF PURCHASED OR REPLACEMENT GOODS, INCLUDING THOSE DAMAGED BY Garlock Flexibles PRODUCTS, LOSS FROM SERVICE INTERRUPTIONS, INCREASED MANUFACTURING COSTS, SUMS OR DAMAGES PAID TO THIRD PARTIES, OR IMPAIRMENT OF OTHER ASSETS. THIS LIMITATION APPLIES TO ALL CLAIMS WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, BREACH OF A STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, NEGLIGENCE OR OTHER TORT INCLUDING, MISREPRESENTATION, OTHERWISE. IN NO EVENT SHALL GARLOCK FLEXIBLE'S LIABILITY EXCEED THE COST OF THE PRODUCTS IT HAS SOLD TO BUYER.

13. **FORCE MAJEURE.** Garlock Flexibles shall be excused from performing in the event of acts of God, strikes, sabotage, riots, fires, storm, earthquake, explosion, accident, epidemic, pandemic, quarantine restrictions, war, revolution, civil commotion, acts of a public enemy, acts of terror, assertions by third parties of infringement claims, late or non-delivery by suppliers to Garlock Flexibles, lack of adequate production capacity, failure or delay in plant start-up, breakdown of machinery or shortages of raw materials, power, equipment, field, transportation, containers, local, state, federal, or foreign governmental prohibitions or limitations on performance, any act, law or regulation of any government or agency with jurisdiction over Garlock Flexibles, and all other contingencies beyond the reasonable control of Garlock Flexibles which render performance by Garlock Flexibles impractical. In the event of a shortage of production or supply of products for any reason, Garlock Flexibles reserves the right to allocate in its sole and absolute discretion, its production and supply of products to itself and to unaffiliated customers, as it deems equitable.
14. **INDEMNIFICATION.** Buyer agrees to defend, indemnify, and hold harmless Garlock Flexibles, its successors and assigns against and shall pay any judgement, settlement, fine or other loss related to any liability, injury or death to persons, or damages to property resulting, directly or indirectly, from or in connection with (i) Buyer's use of the products and (ii) any negligence or willful misconduct of Buyer.
15. **TRADEMARKS, COPYRIGHTS AND PATENTS.** When Garlock Flexibles has manufactured any products in accordance with specifications or drawings furnished by Buyer or when a product is made to Buyer's design, buyer at its own expense, will defend any suit against Garlock Flexibles for infringement of trademarks, copyrights or patents and will satisfy any award of damages for such infringement, provided Garlock Flexibles gives Buyer notice in writing of any such suit for infringement, opportunity to conduct the defense thereof and assistance and cooperation in said defense. When Buyer orders Products for which Buyer is licensee, Buyer authorizes Garlock Flexibles to manufacture said products under Buyer's license and Buyer will be responsible for any royalties that may be due and for any required notifications to its licensor.
16. **INTELLECTUAL PROPERTY.** Garlock Flexibles shall retain sole ownership of all right, title, and interest in and to all its intellectual property, including, without limitation, content and materials on its website, ideas, methods, trademarks, service marks, trade names, symbols, logos, copyrights, patents, trade secrets, product formulations and structures and know-how, referred to herein as Intellectual Property, and no licenses to any Intellectual Property are created hereunder. Notwithstanding anything to the contrary herein, Buyer understands that Garlock Flexibles is in the business of supplying flexible packaging products and Buyer acknowledges and agrees that nothing shall restrict Garlock Flexibles from supplying such products to other customers and prospective customers of Garlock Flexibles including such products which utilize similar or identical structures or technologies used in making the Products that are the subject of these terms and conditions.
17. **CONFIDENTIALITY.** All Intellectual Property, specifications, drawings, documents, designs, data, information, computer software, technical matter, samples, and/or inventions acquired, made, conceived, or developed by Garlock Flexibles (including, without limitation, if acquired, made, conceived, or developed in cooperation with Buyer), incident to procuring or carrying out the transactions contemplated by these terms and conditions, referred to herein as Confidential Information, is and shall be the property of Garlock Flexibles and shall be disclosed to Buyer only to assist Buyer, and such disclosure shall be made only on a confidential basis and in no way shall impair the confidential nature thereof. Without the express prior written consent of Garlock Flexibles, Buyer shall not at any time disclose, or cause or permit any employee, agent or affiliated, controlled, or controlling entity of Buyer to disclose to any person, firm, corporation, or other entity, or use for its own or their benefit, or reproduce, the Confidential Information, or any information concerning the business affairs of Garlock Flexibles. Confidential information shall not include any information which is: (i) otherwise in the public domain or (ii) disclosed without violation of these terms and conditions or any other agreement between Buyer and Garlock Flexibles relating to the transactions contemplated by these terms and conditions. The Confidential Information is provided by Garlock Flexibles with the express understanding that such Confidential Information is owned exclusively by Garlock Flexibles, and Buyer shall acquire no right, title, or interest in or to the Confidential Information.

18. **NON-WAIVER OR DEFAULT.** Garlock Flexibles does not, and cannot waive, any claim or right arising out of Buyer's breach of these terms and conditions or the transactions contemplated hereunder, unless such waiver is (i) in writing, (ii) signed by a duly authorized representative of Garlock Flexibles and (iii) supported by independent consideration. The waiver by Garlock Flexibles of a breach of any provision of these terms and conditions or any of the transactions contemplated hereunder shall not constitute a waiver of any other breach, or a subsequent breach of such provision for the same or any other cause. The failure or delay by Garlock Flexibles at any time to exercise any right, power, or privilege hereunder, whether by course of dealing or otherwise, including without limitation, the decision to make or refrain from making any shipments, shall in no way affect the right of Garlock Flexibles to subsequently exercise the same or any other right, power, or privilege hereunder.
19. **GOVERNING LAW AND LIMITATIONS.** Any and all issues arising out of or relating to the construction and performance of these terms and conditions, or the transactions contemplated by these terms and conditions, shall be governed by the laws of the Commonwealth of Massachusetts without reference to any conflict of law principles, and notwithstanding any contrary choice of law provision contained in any purchase order other document submitted by Buyer. Buyer agrees to submit to the jurisdiction of the Commonwealth of Massachusetts and agrees that any dispute arising out of or relating to the construction and performance of these terms and conditions, or the transactions contemplated by these terms and conditions, **SHALL BE HEARD BY A JUDGE AND NOT A JURY**, and agrees that any suit shall be brought exclusively in a state or federal court of competent jurisdiction in Worcester County, Massachusetts. **BUYER WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE AND AS SET FORTH HEREIN AND WAIVES ANY RIGHT TO A TRIAL BY JURY.** Any legal action arising out of or related to these terms and conditions, or the transactions contemplated by these terms and conditions must be commenced within two years after the cause of action has occurred. All limitations on Garlock Flexibles's, duties, and liabilities (including warranties and damages recoverable) are extended to Garlock Flexibles's affiliates, suppliers, distributors, and service providers, insofar as they may have any duties to Buyer or any other user of Garlock Flexibles's products.
20. **GENERAL PROVISIONS** Any waiver by Garlock Flexibles or Buyer of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights. Buyer shall not assign its rights under any transactions contemplated by these terms and conditions without the express prior written consent of Garlock Flexibles. These terms and conditions may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Garlock Flexibles. In the event any of the terms and conditions contained herein is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other term or condition.