

General Terms and Conditions of Sale

1. APPLICATION:

These General Terms and Conditions of Sale ("Presto Terms" or "Terms") are the only terms governing the sale of goods ("Goods") by Reynolds Presto Products Inc. and its affiliated companies ("Presto") to Customer (collectively referred to herein as the "Parties"). These Terms are incorporated into and made a part of all quotes and order confirmations issued by Presto and purchase orders issued by Customer and accepted by Presto ("Orders"). These Terms, Presto's quotation (if one is issued by Presto), Key Account Program offering (if one is issued by Presto), any purchase order acknowledgment (if one is issued by Presto), and Customer's purchase order (except to the extent that it conflicts with these Terms, the quotation, and/or order acknowledgement) constitute the Contract. The Contract comprises the entire agreement between the Parties and supersede any prior agreements, communications, or understandings, whether written or oral. No agreement or understanding, oral or written, purporting to modify these Terms, or contradicting these Terms, shall be binding on Presto unless it is made in writing, specifically stating that it is a modification of these Terms and is signed by Presto's authorized representative. Presto expressly objects to, rejects, and excludes any terms and conditions proposed by Customer, whether in a purchase order or other communication, that are additional to, different from or conflicting with these Terms. Fulfillment of Customer's purchase order does not constitute acceptance of any of Customer's terms and conditions and does not modify or amend these Terms. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any of these Terms. Acceptance of delivery of any shipment of Presto Goods shall constitute acceptance of these Terms.

2. LIMITED WARRANTY

- A. Scope and Period:** Presto makes no warranty regarding any Goods sold to Customer, except that such Goods shall conform to Presto's specifications upon delivery and that Customer shall receive good and valid title upon delivery, free and clear of all encumbrances and liens. This warranty shall expire twelve (12) months from delivery.
- B. Remedies:** If, prior to expiration of the warranty period set forth in Section 2(A) "Scope and Period" above, any Goods shall be proved to Presto's satisfaction to be defective or nonconforming with the warranty set forth therein, Presto shall, in its sole discretion and option, either: (i) replace such Goods; or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Presto so requests, Customer shall return such Goods to Presto. Customer's exclusive remedy and Presto's sole obligation under this warranty shall be limited to such replacement, refund, or credit and shall be conditioned upon Presto's receiving written notice of any defect and/or nonconformance within a reasonable period of time, but no more than thirty (30) days, after such defect was discovered or by reasonable care should have been discovered. All claims not made in writing and received by Presto within such thirty (30) day period shall be deemed waived. In no event shall Presto's liability for such defective or nonconforming Goods exceed the purchase price paid by Customer for such Goods.
- C. Exclusions:** The warranties set forth in this section do not cover:
 - a. Shipping expenses to and from Presto's office, factory, warehouse, authorized service center or other destination designated by Presto for replacement of defective Goods or any tax, duty, custom, inspection or testing fee, or any other charge of any nature related thereto;
 - b. Field service travel and living costs and expenses;
 - c. Goods that have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to instruction by Presto, or improper testing, installation, storage, handling, repair, or maintenance; (ii) misused, reconstructed, repaired, or altered by anyone other than Presto or its authorized representative; (iii) used with any third-party product, hardware, component or product that has not been previously approved in writing by Presto ("Third Party Product"); or (iv) damaged in transit or by external causes beyond Presto's reasonable control;
 - d. Goods purchased from unauthorized distributors, resellers or internet sites;
 - e. Goods if Customer makes any further use of such Goods after giving such notice of nonconformance or defect;
 - f. Goods if the defect arises because Customer failed to follow Presto's oral or written instructions as to the storage, installation, commissioning, conversion, use, or maintenance of the Goods;
 - g. Goods if Customer alters or repairs such Goods without the prior written consent of Presto;
 - h. Goods if Customer integrates, attaches to, or incorporates the Goods into a product manufactured by a Third Party (a "Third Party Product") in a manner conflicting with Presto's instruction. Third-Party Products are not covered by any warranty. For the avoidance of doubt, PRESTO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT; or
- D. Disclaimer:** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (A) THE IMPLIED WARRANTIES OF

MECHANABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO PRESTO IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT PRESTO'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY PRESTO FOR CUSTOMER'S USE OR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF PRESTO OTHER THAN AN OFFICER OF PRESTO IS AUTHORIZED TO ALTER OR MODIFY ANY PROVISION OF THIS SECTION OR TO MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, ORALLY OR IN WRITING, WHICH IS CONTRARY TO THE FOREGOING. Any suggestions by Presto or Presto's agents regarding use, application or suitability of Goods shall not be construed as an express or implied warranty unless expressly confirmed to be such in writing by Presto's authorized officer. In the event an authorized officer of Presto sets forth any express warranties in writing and (1) the actual operating conditions or other conditions or use differ from those represented by Customer to Presto or (2) Presto has relied upon any data or information supplied by Customer to Presto in the selection or design of Goods and such data or information is inaccurate, any such warranties contained therein which are affected by such conditions are null and void. This warranty allocates the risk of Goods between Presto and Customer. This allocation is recognized by the Parties and is reflected in the price of the Goods.

THE REMEDIES HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND PRESTO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH ABOVE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY PRESTO, OR ANY OTHER INDIVIDUAL OR ENTITY ON PRESTO'S BEHALF.

3. LIMITATIONS OF REMEDY AND LIABILITY:

- A. BREACH OF WARRANTY CLAIMS:** Customer's only remedy for breach of warranty under the Contract shall be the applicable remedy set forth in section 2 "LIMITED WARRANTY" above. Presto's total liability for any and all breach of warranty claims under the Contract shall not exceed the purchase price allocable to the Goods thereof which gives rise to the claim.
- B. OTHER CLAIMS:** Presto's liability for any claim other than a breach of warranty claim under section 2 "LIMITED WARRANTY" whether in contract, negligence, tort, strict liability, indemnity or otherwise for any loss or damage arising out of, connected with, or resulting from the Contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, technical direction, inspection, use of any Goods covered by or furnished under the Contract, shall in no case exceed the total amount paid to Presto by Customer for the Order under which liability arises.
- C. NO OTHER REMEDIES OR LIABILITIES.** IT IS EXPRESSLY AGREED THAT PRESTO'S ONLY REMEDIES AND TOTAL LIABILITY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE GOODS, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARE LIMITED AS SET FORTH IN SUBSECTIONS "BREACH OF WARRANTY CLAIMS" AND "OTHER CLAIMS" ABOVE. UNDER NO CIRCUMSTANCES WILL PRESTO, ITS OFFICERS, DIRECTORS, EMPLOYEES OR ASSIGNS BE LIABLE FOR ANY OTHER REMEDY, LOSS, COST, DAMAGE OR EXPENSE WHETHER DIRECT OR INDIRECT.
- D. INDIRECT DAMAGES DISCLAIMER:** IN NO EVENT WHATSOEVER WILL PRESTO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, CONTINGENT, LIQUIDATED, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF GOODS OR ANY RELATED PROPERTY; LOSS OF REVENUE, INCOME, PROFIT, OR PRODUCTION; COST OR INCREASED COST OF OPERATION, CAPITAL, SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, SPOILAGE OR DAMAGE TO MATERIAL OR DATA; BUSINESS INTERRUPTION, DOWNTIME, SHUTDOWN, OR SLOWDOWN COSTS; OR ANY OTHER TYPES OF ECONOMIC LOSS, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, AND CLAIMS OF CUSTOMER'S CUSTOMERS FOR ANY SUCH DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PRESTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD PRESTO HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, OR CAUSE OF ACTION TO OR BY A THIRD PARTY THAT EXCEEDS THESE LIMITATIONS OF LIABILITY.
- E.** Customer acknowledges and understands that it is solely responsible for conducting all necessary fitness-for-use testing including, but not limited to, verifying performance, suitability, and compliance with intended operational requirements. Presto is not responsible for any failure in the conversion or application of the Goods due to inadequate testing, improper use, lack of quality control, or failure to meet Presto's specific application requirements.
- F.** Customer acknowledges that any testing or technical advice provided by Presto and its agents without charge is accepted at Customer's own risk and Customer waives all claims, whether in tort, contract, or otherwise associated with the testing and technical advice.

- G. Customer assumes all risk and liability for loss, damage or injury to persons or property of Customer or others, arising out of the resale or use of the Goods, either singularly or in combination with other materials, or during the storage, transportation or possession of the Goods.
- H. **Expiration of Claims.** All claims and causes of action against Presto arising out of or related to the Contract or the performance or breach thereof shall expire unless brought within one (1) year of the time of the act or omission resulting in breach.
- I. **Precedence.** The limitations of this section shall apply regardless of whether a claim is based in contract, tort (including negligence), warranty, strict liability, intellectual property, or otherwise, and shall take precedence over any conflicting terms and conditions, except where the limitations of liability of such conflicting terms limit Presto's liability further.

4. ACCEPTANCE & TERMINATION:

Customer shall examine each shipment promptly upon arrival. All goods not rejected within thirty (30) days of delivery shall be deemed accepted by the Parties. All claims for losses or damages which occur in transit should be made to the freight carrier by Customer and not deducted from this invoice. Customer will afford Presto's representative reasonable opportunity to examine and test the material which is the basis for any claim. In the event the material is received in damaged condition, not acceptable for use, or an order is received short, Customer shall immediately notify the Customer Service Department. A copy of the delivery carrier's receipt, indicating the damage or shortage and the disposition of the damaged material, must accompany this notification. Presto may terminate these Terms and any Order for any reason with immediate effect upon providing at least thirty (30) days prior written notice to Customer.

5. TERMS OF PAYMENT AND REMEDIES FOR DEFAULT:

- A. **Terms.** Terms of payment, unless otherwise set forth in a written and signed agreement, are cash in full, without set-off or discount, in U.S. dollars, and by wire transfer, no later than thirty (30) days from date of invoice.
- B. **Payment Default.** Unless otherwise set forth in a written and signed agreement, if Customer defaults in any payment when due, or in the event that any voluntary or involuntary bankruptcy or insolvency proceedings involving Customer are initiated by or against Customer, then the whole Contract price shall immediately become due and payable upon demand, or Presto, at its option and without prejudice to its other lawful remedies, may defer delivery or cancel the Contract. Where delivery is deferred, and Presto does not demand immediate payment of the full Contract price, pro-rata payments shall become due as shipments are made.
- C. **Customer Financial Condition.** If, during the period of performance of the Contract, the financial condition of Customer is determined by Presto not to justify the terms of payment specified, Presto may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Contract.
- D. **Delay.** If delivery is delayed by Customer, which delay must be consented to by Presto, Presto may store the Goods and Customer will be responsible for such storage fees.
- E. **Late Payment Charge.** If any payment owed by Customer is not paid when due, it shall bear interest, at a rate to be determined by Presto, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid.
- F. **Exceptions.** Presto may take exception to the payment terms set forth in this section, or different terms and conditions shall apply, if Presto specifies such exception or different terms and conditions in writing provided by Presto to Customer prior to Presto's receipt of Customer's purchase order.
- G. **Cost of Collection.** Cost of collections (including reasonable attorneys' fees) will be Customer's responsibility.

6. RETURN OF GOODS:

No Goods shall be returned to Presto without written authorization and shipping instructions first having been obtained from Presto.

7. INDEMNIFICATION & INSURANCE:

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Presto from any claims, penalties, suits damages, liabilities, loss, costs and expenses (including reasonable attorney's fees and those incurred enforcing this indemnity provision) arising out of or related to the Goods purchased by Customer from Presto pursuant to the Contract, including those for bodily injury or property damage, and arising, in whole or in part, from Customer's negligence (EVEN WHERE PRESTO IS PARTIALLY NEGLIGENT), including but not limited to, failure to comply with Presto specifications, notes, warnings and tolerances, any act or misconduct during the storage, handling, use, or conversion of the Goods, or otherwise, which gives rise to any third-party claim. The Customer shall promptly notify Presto in writing within thirty (30) days of any claim. The Duty to defend arises immediately upon presentation of a

claim by any party and written notice of such claim being provided to Customer. Customer shall maintain insurance in full force and effect with GCL limits no less than \$1MM per occurrence \$5MM in the aggregate. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Presto's insurers and Presto.

8. FORCE MAJEURE:

Presto shall not be liable to Customer for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from acts beyond Presto's control, including, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, catastrophe or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of Presto

If Presto determines that its ability to meet the demand for goods, including the Goods, or to obtain labor, materials, components or facilities is hindered, limited or made impracticable due to Force Majeure Events, Presto may allocate its available supply of goods (without obligation to acquire additional or other supplies of any such products), including the Goods, among itself and its purchasers on such basis as Presto determines to be equitable without liability for any failure of performance which may result therefrom.

9. PROTECTION OF CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY RIGHTS:

Either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Recipient") information about its business affairs, goods, services, forecasts, pricing, operations, processes, confidential intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement (collectively, "Confidential Information"). The Recipient shall (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any individual or entity, except to the Recipient's representatives who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

The Supplier retains ownership of all intellectual property rights related to the Goods, including but not limited to trademarks, patents, copyrights, designs, rights relating to innovations, trade secrets, and know-how ("IP"). Presto may provide Customer with materials, drawings, data, content or other information in connection with Presto's supply of the Goods ("RCP Materials"). Provider may make copies and prepare derivative works of the RCP Materials, and all copies and derivative works of RCP Materials will be Reynolds' Intellectual Property. Any improvements to, modifications, or enhancements made by Presto or Customer to the Goods shall be considered Presto IP and automatically assigned to Presto upon creation, with Customer granting Presto a full and exclusive license to use, reproduce, and distribute such improvements to the Goods. Customer acknowledges that modifications, improvements, or derivative works based on the Presto's IP shall also remain the exclusive property of Presto, unless otherwise agreed to in writing. The Customer shall not use, reproduce, reverse engineer, or disclose the Supplier's IP except as permitted hereunder or as required for the purpose of selling the Goods. Presto reserves the right to discontinue deliveries of any material, the manufacture, sale or use which, in its opinion, would involve an undue risk of a claim of patent infringement.

10. MISCELLANEOUS:

- A. If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. These terms shall be governed by and construed in accordance with the laws of the State of Illinois in all respect.
- B. Waiver: No waiver by Presto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Presto. No failure to exercise, or delay in exercising, by Presto any right, remedy, power or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise by Presto of any waiver, right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- C. Attorney's fees: Customer agrees to pay all of Presto's costs and expenses of collection and related litigation, including but not limited to attorneys' fees and costs.