

BERRY GLOBAL, INC. AND SUBSIDIARIES
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (“Terms and Conditions”) are incorporated into each purchase order (“P.O.”) issued by Berry Global, Inc. subsidiaries (“Berry”) (the P.O. and the Terms and Conditions are collectively referred to as the “Agreement”). Berry agrees to purchase, and the supplier identified in the P.O. (“Supplier”) agrees to sell, solely pursuant to these Terms and Conditions, the goods and/or services described in the P.O. (“Goods”). Supplier will be deemed to have accepted the P.O. on the earlier of (i) the day it begins performance to fulfill the P.O. and (ii) five (5) days after receipt of the P.O. provided it has not issued to Berry a written rejection of the P.O. within such five (5) day time period. Upon Supplier’s acceptance and unless Supplier and Berry agree to inconsistent terms within a separate, mutually signed document, (i) the P.O. shall be automatically deemed to incorporate these Terms and Conditions, regardless of whether the P.O. references them; (ii) Berry objects to and rejects all different and additional terms and conditions of Supplier, even if Supplier makes reference to them in quotations, order confirmations, other documents containing preprinted terms or conditions, correspondence (e.g. e-mail) or in any other way (the “Supplier’s Forms”); and (iii) no term or condition of any Supplier Forms will become part of the contract between the parties or bind Berry. Notwithstanding the foregoing, to the extent that the terms expressly stated in the P.O. conflict with these Terms and Conditions, the terms stated in the P.O. will control. Berry’s purchase of the Goods is expressly conditioned on Supplier’s acceptance of these Terms and Conditions.

1. **Supply of Goods:** Supplier shall supply the Goods to Berry in accordance with the Agreement with the skill, care, prudence, and foresight of a diligent supplier of such Goods. Any items, services, or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Goods shall be included and delivered for the price stated in the P.O. Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations, requirements, and reasonable instructions of Berry provided from time to time, including without limitation all security and safety regulations and rules from time to time applicable to any parts of Berry’s sites, premises or other facilities to which Supplier or its agents has access. Supplier and its Goods shall at all times comply with Berry’s quality assurance requirements contained within Berry’s Supplier Code of Conduct (available online at <<https://www.berryglobal.com/legal>>) as well as any other requirements with respect to the Goods that may be conveyed by Berry to Supplier prior to Supplier’s performance of the Agreement. Upon expiry or termination of the Agreement (in whole or in part) for any reason, Supplier shall provide such reasonable transfer assistance to a new supplier in respect of the Goods as Berry may require to minimize any disruption and ensure continuity of Berry’s business.

2. **Delivery Instructions:** Whenever requested to do so, Supplier will identify the Goods in the manner specified by Berry. Supplier shall properly and carefully package the Goods in strict accordance with Berry’s instructions, if any, and in all cases, in a manner appropriate for the Goods so as to minimize risk of damage in transit. Packing slips must accompany the delivery. Invoices, packing slips and containers must bear the P.O. number, stock number, vendor lot number, and description of Goods in a clearly visible position. Invoices and packing slips must be marked “complete” when final delivery is involved. Berry shall have the right at any time to specify the carrier or method of transportation. Berry shall also have the right to require special, express or air shipments if Supplier fails or will fail to meet the delivery requirements of the P.O. and Supplier shall pay or reimburse Berry for any resulting additional transportation costs. Unless expressly stated otherwise within the P.O., delivery terms for Goods shipped pursuant to the P.O. are DDP (Incoterms® 2020) Berry’s delivery address specified in the P.O. and must be transported to ensure arrival at the “ship/deliver to” point free of damage and deterioration. Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of the Goods shall pass to Berry only upon receipt of the Goods by Berry, and any rightful rejection or revocation of acceptance of any Goods by Berry shall immediately shift the risk of loss of such Goods, wherever located, to Supplier. No charges will be allowed for boxing, packaging, cartage, or freight, unless stated specifically in the P.O. If freight is allowed to be charged in the P.O., then the freight charge must be itemized as a separate charge on the invoice prior to payment. All containers, pallets, drums, carboys, or like packaging materials must be in good condition, clean, free of insects, rodents and foreign material and adequate for the purpose intended and if such packaging is to be returned, the shipping and transportation costs shall be paid by Supplier. Wood packing used for international shipments must meet current ISPM requirements as established by the International Plant Protection Convention. Supplier will comply in all respects with importation requirements and provide all necessary documents and information required to facilitate importation of Goods. Unless expressly stated otherwise within the P.O., Supplier will be responsible to pay (i) all applicable tariffs, duties and taxes (which may include federal, state or local taxes, value added, use and extended producer responsibility taxes and fees), import fees and other assessments which may be imposed on the Goods or otherwise related to the export and import of Goods as well as (ii) freight costs to Berry’s delivery address specified in the P.O. Any further impositions that Berry agrees to pay under a P.O. shall be separately identified on Supplier’s invoice.

3. **Supply Chain Security:** To ensure the security of Goods, Supplier must be a member of the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT), Canadian Partners in Protection (PIP) program, the European Authorized Economic Operator (AEO) security program, or an equivalent supply chain security program, as applicable. Or, upon request, Supplier

must submit to audits and provide a signed agreement to strengthen supply chain security. In addition, Supplier must use international transportation providers certified under a supply chain security program.

4. **Delivery and Specifications:** Deliveries must be made on the delivery date specified in the P.O. during normal business hours or otherwise at the times specified in the P.O. Time is of the essence. Supplier shall not use material or processes other than what is required by Berry's specifications ("Specifications"). Supplier represents and warrants that it shall not make any changes to the specifications, materials, processes, or location where the Goods are manufactured, without Berry's consent. Any delay caused by a material change shall be a breach of the Agreement. Berry shall not be liable for material processed in excess of the volumes indicated in the P.O. Any over-deliveries are made at Supplier's risk and shall not be reimbursed or paid for by Berry, but shall be returned by Berry and Supplier shall bear the (reasonable) costs for any return of such Goods (also including any reasonable warehousing costs until return can be made). Until Supplier's acceptance of the P.O., Berry shall have the right to cancel (revoke) the P.O. (partially or totally) for any reason. Partial deliveries are not permitted unless Berry agrees to them.

5. **Inspection and Rejection:** Supplier shall provide and maintain a best-in-class inspection system covering the supplies, processing methods, special tooling, materials, workmanship, and final product ordered under the P.O. Supplier shall make its inspection records of all work and materials available to Berry during the performance of the Agreement and until Berry's (potential) warranty rights become time barred. Berry shall have the right and opportunity to inspect and test all supplies, processing methods, special tooling, materials, workmanship and final product ordered under the P.O. at all times and places, including during the periods of manufacture. With respect to the commercial duty to inspect and give notice of defects, the statutory provisions (Sections 377, 381 of the German Commercial Code) shall apply with the following proviso: the duty to inspect the Goods shall be limited to defects which are apparent upon Berry's inspection of incoming goods by way of an external examination, including, without limitation, review of the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during Berry's quality control by random sampling. In all other respects, it depends on the extent to which an inspection is reasonable in the normal course of business, taking into account the circumstances of the individual case. Berry's obligation to give notice of defects for defects discovered at a later point in time remains unaffected. Irrespective of Berry's inspection obligation, any notice of defects given by Berry shall in any case be deemed to be prompt and timely if it is sent within seven (7) working days of discovery or, in the case of obvious defects, of delivery. Supplier shall bear the expenses required for the purpose of inspection and subsequent performance even if it turns out that there was no defect. Berry's liability for damages in the event of an unjustified demand for the removal of defects remains unaffected; however, Berry shall only be liable in this respect if it has known or grossly negligently failed to know that there was no defect. Notwithstanding Berry's statutory rights and the preceding provisions, the following shall apply: if Supplier does not fulfill its obligation to provide subsequent performance - at Berry's discretion by remedying the defect (rectification) or by delivering a defect-free Good (replacement delivery) - within a reasonable period of time set by Berry, Berry may remedy the defect by itself and demand reimbursement of the necessary expenses or a corresponding advance payment from Supplier. If the subsequent performance by Supplier has failed or if it is unreasonable for Berry to set a time limit, even a short one, (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no time limit need be set; however, Berry shall inform Supplier of such circumstances without delay, if possible in advance. Otherwise, in the event of a defect of quality or title, Berry is entitled to reduce the purchase price or to withdraw from the Agreement in accordance with the statutory provisions. In addition, Berry shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

6. **Warranty:** Supplier represents and warrants that: (i) it possesses the requisite skill, capacity to supply, and facilities necessary to fulfill its obligations under the Agreement, and that it possesses and is in compliance with all required licenses, intellectual property rights, permits and approvals necessary to fulfill its obligations under the Agreement; (ii) it complies in all respects with Berry's Supplier Code of Conduct available online as indicated within Clause 1, above, as the same may be revised by Berry from time to time, and it requires all of its suppliers of materials used in the Goods to certify to Supplier in writing such supplier's compliance with Berry's Supplier Code of Conduct; (iii) the Goods will, in all respects, conform to all applicable Laws and professional requirements in force in the countries of manufacture, supply and/or receipt of the Goods and any countries of which it has been notified that Berry will use the Goods or sell products incorporating the Goods, and Supplier shall provide Berry with all information necessary for Berry to use or sell the Goods in compliance with such requirements, and are not articles that cannot, by Law, be distributed throughout multiple states, provinces, countries or jurisdictions; (iv) the Goods will be free of chemicals and substances prohibited, restricted or limited by any applicable Laws; (v) the Goods will conform in all respects to the Specifications which Berry may change from time to time by notice to Supplier; (vi) the Goods are safe and appropriate, and fit for Berry's intended use, and all reasonably foreseeable uses, and will be properly labelled to disclose all materials used therein and as otherwise required by applicable Laws, and will include all necessary instructions or recommendations relating to the handling, assembly, use and storage of the Goods; (vii) the Goods will be merchantable, of good quality and workmanship, and free from defects, and the Goods will not be manufactured in whole or in part by any subcontractor unless approved in a signed writing in advance by Berry; and (viii) the Goods will not infringe the patent, trademark, copyright, trade dress or other intellectual property rights of any person. For clarity, any reference to "Law(s)" within these Terms and Conditions necessarily includes all applicable statutes, laws, ordinances, rules and regulations, as well

as judicial decrees, and orders of government agencies, in all cases as they now exist and as they may be passed, enacted, promulgated, amended, revised, recodified, ordered or otherwise changed hereafter.

7. **Certifications:** Supplier warrants that it will provide all appropriate certifications that the Goods comply with the Specifications to Berry's satisfaction including, as applicable, FDA conditions of use requirements, guarantees that the Goods are not adulterated or misbranded, and material safety data sheets. Supplier certifies that neither it nor its principals (owners/senior officials) nor any subcontractor used in relation to the Goods supplied to Berry are debarred or suspended from U.S. Government procurement programs, and Supplier shall notify Berry of any change in this status within three (3) business days of such occurrence.

8. **Global Trade Compliance and Export Controls Regulations:** Supplier accepts all responsibility for the information provided on any document certifying the Good's country of origin or qualification for trade preference upon import and agrees to provide supporting documents for such claims including appropriate letters, affidavits, and production and financial records as deemed necessary. Anticipated and actual changes to the country of origin or claimed eligibility under a trade preference must be immediately communicated to Berry's Procurement and Global Trade Compliance departments. Any losses, claims, or liabilities resulting from import claims made with inaccurate or incomplete data related to origin and/or trade preference are the responsibility of Supplier, and Supplier agrees to defend, indemnify, and hold Berry harmless for any claim, loss, investigation, or damage resulting therefrom; provided, such obligation shall not apply if Supplier may prove that it is not responsible (*hat nicht zu vertreten*) for the breach of the obligation to provide accurate and complete data. Berry shall have the right to conduct audits of Supplier's facilities, books, and records to confirm compliance with Berry requirements and policies. Deliverables under the P.O. may be subject to U.S., U.K. and other government export control regulations. Supplier represents and warrants that it will comply with all applicable export Laws and regulations related to the use, export, and re-export of the Goods. Consistent with the requirements of Berry's Supplier Code of Conduct, referenced above, Supplier will comply with applicable anti-boycott and export controls Laws, supply chain security and trade regulations requirements. Supplier confirms that all personnel, contractors, and other third parties involved in the sale of the Goods are properly screened against lists maintained by relevant national authorities, including U.S. Denied Parties lists. Supplier shall maintain evidence of reviews and screening and make such evidence available upon request. Supplier will advise Berry of any export controls violations related to any purchase hereunder.

9. **Confidential Information:** All information conveyed by Berry regarding prices, costs, discounts, inventions, planned and existing products, packaging, customers and distributors as well as information regarding Berry's business or finances, production methods, know-how and other information used by Berry is proprietary and confidential and to the extent that the Goods include or embody any of Berry's intellectual property, including inventions, patents, trademarks, service marks, trade dress, copyrighted material or any other material, information or data which, in the form and manner presented, are proprietary to Berry, all such information and intellectual property shall be deemed "Confidential Information" and, as applicable, trade secret information, and Supplier shall have only a limited, temporary, revocable, non-exclusive license (not including any have-made license) to use the Confidential Information only for the time period and to the extent necessary to complete the Agreement. Supplier must: (i) employ safeguards at least as stringent as it employs for protection of its own confidential information but no less than a reasonable degree of care to protect such Confidential Information; (ii) not permit the use or disclosure of any Confidential Information to any person other than those employees of Supplier who have a need to know to fulfill the P.O. and who are bound to at least the same obligations of confidentiality as set forth herein; (iii) not reproduce, copy, reverse compile, reverse engineer or misuse or misappropriate any Confidential Information; and (iv) promptly report to Berry in writing any disclosure or attempted use of the Confidential Information in violation of this clause. When no longer required to fulfill the P.O., Supplier will return such Confidential Information or destroy it and provide acceptable proof thereof as Berry directs. Supplier acknowledges that any breach of the provisions of this Clause 9 would cause irreparable harm and therefore Berry, in addition to all other relief available pursuant to applicable Law or in equity or under the Agreement, shall be entitled to equitable relief, where permitted by Law, including injunctions and any other or additional relief, including attorneys' fees, even if the Confidential Information under consideration does not constitute a trade secret.

10. **Privacy & Security:** Supplier will fully comply with all applicable privacy and security Laws. To the extent applicable, Supplier warrants, represents and undertakes if it processes Personal Data on Berry's behalf, that: (i) it will notify Berry immediately, and in any event within 24 hours of becoming aware, of any actual or suspected Personal Data Breach; (ii) it will act only upon Berry's instructions with respect to Personal Data; (iii) it has in place appropriate measures against the unauthorized, unlawful or accidental processing, access, loss or destruction of such Personal Data; and (iv) it will not, without Berry's permission, transmit Personal Data outside of the country wherein the Berry entity with whom Supplier is contracting is located. For purposes of this Clause 10, applicable privacy and security laws mean and include all applicable Laws protecting the personal data and privacy of natural persons, including in particular, the European General Data Protection Regulation 2016/679 ("GDPR") and its implementing national data protection laws as well as any subsequent applicable legislation that may amend or replace, re-enact or consolidate any of them; and the terms "Personal Data" and "Personal Data Breach" have the same meaning as under the GDPR.

11. **Indemnity:** Supplier agrees that unless otherwise expressly prohibited by applicable Law, it will defend, indemnify and hold harmless Berry, its subsidiaries, affiliates, related companies, customers, and end-users, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "Berry Parties") from and against any and all

Claims. "Claims" shall refer to and include all actual and potential legal, equitable, statutory and administrative claims, causes of action, rights of indemnity, rights of contribution, liens, fines, penalties, remedies, investigations, recalls and other costs and expenses (including without limitation, reasonable fees and expenses of an attorney of Berry's choosing and direct damages, indirect damages, consequential damages, losses, pure economic loss, loss of profits, loss of business, loss of goodwill and similar losses) awarded against or incurred or paid by any of the Berry Parties arising out of or otherwise relating to the Goods or this Agreement, including, without limitation, Claims: (i) related to the breach of any representation, warranty, requirement, or term in this Agreement; (ii) for property damage, personal injury, or death in connection with the Goods; (iii) that the Goods infringe, or their importation, use, or resale, infringes the intellectual property rights of any other person; (iv) based upon the quality and/or condition of the Goods; (v) by governmental agencies; and (vi) arising out of the negligent or intentional wrongdoing of Supplier or its servants, employees, independent contractors, agents or representatives. Supplier agrees that, during the course of fulfilling the Agreement and for four (4) years thereafter, it will maintain comprehensive general and product liability insurance (or similar insurance), including blanket contractual liability and personal injury liability in an amount not less than the Goods or five million euro (€ 5,000,000.00) combined single limit. Such insurance shall be written on an occurrence policy form, where normal and customary, with an insurance company with a current AM Best Company (or similar financial rating bureau) rating of A, or better. Supplier shall cause its insurance policies to be endorsed to include the Berry Parties as additional insureds (if normal and customary, or similar wording) thereunder and will contain a full waiver of subrogation (if normal and customary), indemnity (if normal and customary), defense or equitable (if normal and customary) or contractual contribution (if normal and customary) by the insurer against the additional insureds. Such endorsement shall stipulate that the required coverage will not be reduced or cancelled without thirty (30) days' prior written notice to Berry. Such endorsements shall also stipulate that such coverage will be primary (if normal and customary) and that Supplier and its insurers will have no rights to share in or otherwise obtain contribution from other insurance maintained by the Berry Parties. Within thirty (30) days of Berry's written request, Supplier will provide certified copies of the above-referenced insurance policies, including all endorsements, riders, and exclusions. Compliance with the foregoing insurance requirements shall not limit or obviate in any respect Supplier's obligations under the Agreement to defend and indemnify the Berry Parties.

12. **Prices:** In all cases: (i) Berry shall not be billed at prices higher than those stated in the P.O.; (ii) any changes in prices must be authorized in writing by Berry; and (iii) if no price is shown, Berry's authorized agent must be notified of the price and must accept such price in writing prior to Supplier fulfilling the P.O. Unless otherwise specified on the P.O.; and (iv) the price stated shall include all charges for packing, hauling, storage and transportation to the agreed upon destination. All taxes applicable to Berry and paid by Supplier must be included in and shown separately on the invoice to Berry. Supplier agrees that any price reduction made with respect to the Goods subsequent to the date of the P.O. but prior to payment will be applicable to the P.O. Supplier represents and warrants that the prices for the Goods will always be the lowest prices paid by or available to other purchasers of Goods in similar or lesser quantities.

13. **Payment Terms:** Unless otherwise stated on the P.O. or shorter terms are required by Law: (i) payment terms shall be net 90 days after Berry's receipt of Supplier's invoice or the Goods, whichever occurs last; and (ii) Berry shall have the right to deduct, set-off or otherwise withhold payments reasonably determined by Berry to be due and owing by Supplier. In the event applicable Law requires or permits the parties to identify an interest rate applicable to late payments due by Berry, such rate shall be the lowest applicable interest rate permitted by Law, which may include zero percent (0%).

14. **Currency:** Berry shall pay to Supplier all sums owed under Clause 12 in the currency set forth in the P.O.

15. **Statute of Limitations:** The mutual claims of the parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below. Except in cases of fraudulent misrepresentation, warranty claims shall be time-barred after three (3) years of the passage of risk. The three-year limitation period applies accordingly to claims arising from defects of title, whereby the statutory period of limitation for in rem restitution claims of third parties (Section 438 Para. 1 No. 1 of the German Civil Code) remains unaffected; furthermore, claims arising from defects of title do not lapse under any circumstances as long as the third party can still assert the right - in particular in the absence of a statute of limitation - against Berry. Insofar as Berry is also entitled to non-contractual claims for damages due to a defect of Goods, the regular statutory limitation period (Sections 195, 199 of the German Civil Code) shall apply, unless the application of the limitation periods of the law of sale (*Kaufrecht*) leads to a longer limitation period in an individual case.

16. **Rights of Withdrawal:** In addition to and without limiting any applicable statutory rights of rescission, Berry has the right to withdraw from this Agreement with immediate effect if: (i) Supplier has stopped supplying its customers; (ii) there is or threatens to be a fundamental deterioration to the financial circumstances of Supplier and as a result of this the performance of a supply obligation to Berry is in jeopardy; (iii) Supplier meets the criteria for insolvency or over-indebtedness; (iv) Supplier stops making its payments; or (v) Supplier files an application for insolvency or comparable debt settlement proceedings to be initiated with respect to its assets. If Supplier has rendered part performance, Berry only has the right to cancel the entire Agreement if it has no interest in the partial performance. If Berry withdraws from this Agreement in accordance with its terms, then Supplier must compensate Berry for the loss or damage incurred as a result, unless Supplier was not responsible for the rights arising to withdraw from the Agreement.

17. **General:** The parties are independent contractors. The Agreement is not assignable by Supplier but may be assigned by Berry. If any provision of the Agreement is held invalid by any court in a final decision from which no appeal can be taken, such provision shall be deemed modified to eliminate the invalid element only. The invalidity of any provision of the

Agreement shall not affect the force and validity of the remaining provisions. In the event any provision of this Agreement is held invalid by an applicable tribunal in a final or otherwise appealable decision, such provision shall be deemed modified to augment the invalid portion so that the provision, as modified, as closely as legally possible, conforms to the parties' agreement concerning these Terms and Conditions. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and validity of the remaining provisions. If these Terms and Conditions are also communicated to Supplier in a language other than the English language, Supplier agrees that any inconsistencies between the interpretation of these Terms and Conditions and the English version hereof, available online at <<https://www.berryglobal.com/terms-conditions/purchase-order-standard-terms-and-conditions>>, shall be resolved by giving precedence to the English language version.

18. **Place of Performance, Governing Law and Venue Selection**: The place of performance is the place to which the Goods are to be delivered in accordance with the Agreement. The Agreement and these Purchase Order Standard Terms and Conditions are exclusively subject to the law of the Federal Republic of Germany. The applicability of the provisions of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 is hereby expressly excluded. After the parties have first tried in good faith to settle a dispute between them out of court, Frankfurt am Main (Germany) is the exclusive place of jurisdiction for any dispute out of or in connection with the Agreement and these Purchase Order Standard Terms and Conditions. The Supplier agrees to this agreement on choice of forum and waives all defenses, for example due to an inconvenient forum. Notwithstanding the preceding, Berry has the right to take legal action against the Supplier also at the Supplier's general place of jurisdiction or at the place of jurisdiction of the place of performance.