

Berry Global, Inc. and Its Subsidiaries
Standard Terms and Conditions for Customers' Purchase of Goods

Notice. *These terms and conditions are the commercial terms of purchase of goods ("Products") from Berry Global, Inc. and its subsidiaries and affiliates ("Berry") and apply to all purchases of Products from Berry by any Customer ("Customer") with notice of these terms, however gained, including the use of Berry's website ("Website"). These terms constitute the entire agreement of the parties with respect to the subject matter hereof; they replace all previous correspondence, proposals, offers, usages, course of dealings and conventions including implied contracts or commitments. Accordingly, no additional or different terms or attempted exclusions or modifications (by way of purchase order ("P.O."), acceptance, confirmation, communication, course of performance or otherwise, all of which may hereafter be referred to jointly and severally as "Reply") shall be effective against Berry in the absence of the express written consent of Berry by an authorized officer. Neither the submission of this document nor anything herein contained shall be construed to be an acceptance or confirmation of any prior or subsequent Reply; this document shall be a rejection and counter-offer with respect to any such Reply. Provisions below that apply only to certain types of goods (e.g., provisions relating to printed orders) only apply to the extent, if any, such provisions are applicable to Products sold to Customer. The contract between Berry and Customer, including these terms, shall be referred to as the "Agreement." If Customer is a distributor or other purchaser of Products that are resold to another buyer or end-user for any purpose, Customer may also be referred to as "Reseller"; and the other buyer or end-user may be referred to as "Third Party Buyer." All oral and written technical or other assistance, information and advice given by Berry, including that referred to in Sections 8 and 11, may be referred to as "Advice." Throughout this instrument, the use of the term "include," however conjugated, shall be without limitation; "person" shall include any individual, corporation, LLC, partnership or other entity.*

1. **Time.** All orders are subject to: (i) credit approval; (ii) rejection or modification due to required delivery date or raw material availability; and (iii) minimum order quantities. No lead times are guaranteed unless agreed to in writing by both parties. Any delivery date stated in a quotation or otherwise is based on Customer's timely compliance with Berry's credit approval requirements and timely receipt of a P.O. and complete specifications as well as any necessary export documents and authorizations; any delay will result in delays in shipment.

2. **Prices/Exclusions/Shipping.** Customer acknowledges that prices, whether they appear in the Website, on a price list, or in any other form or medium, are effective only for orders shipped on the date that such prices appear. Berry may change prices at any time without notice. Prices in quotations are effective for the specific time period stated in the quotation or, if no time period is stated, 30 days. If Customer is an existing customer currently purchasing Products at a certain price, Berry may change its prices at any time upon 30 days' written notice or upon 10 days' written notice in case of a sudden severe increase in materials prices or other costs. Any temporary surcharge imposed by Berry's suppliers will be passed on to Customer during whatever period of time such surcharge might be in effect. Price increases for components purchased by Berry on Customer's behalf for inclusion in finished Products shall be passed on to Customer without advance notice and due immediately without regard to Customer's payment terms or standard payment terms in Section 3, below. Unless otherwise agreed, prices do not include: (i) printing plates; (ii) art charges; (iii) colors; (iv) labeling; (v) silk screening; (vi) co-packing; (vii) metalizing; (viii) skids; (ix) freight; (x) warehousing; (xi) brokerage fees; (xii) upcharges for less than minimum orders or additional services and similar items; (xiii) any applicable excise, value-added, sales, use, import/export tariffs, or similar taxes; or (xiv) insurance. All of the foregoing will be billed as separate items and are not subject to discounts. Berry reserves the right to: (i) increase quantity ordered to nearest standard shipping unit; (ii) ship ordered Products within a range of plus or minus ten percent (10%); or (iii) both. Unless otherwise specifically agreed by the parties, all shipments are FCA (Incoterms 2010) Berry factory or shipping point, goods loaded and stowed; title transfers when Products are loaded with the carrier at the point of shipment. For international shipments, Berry may, upon Customer request, agree to clear goods for export and all related fees will be charged to Customer. Berry will select the carrier unless otherwise agreed in writing. In the case of alternate shipping terms, freight costs prepaid by Berry shall be subject to an additional administration and handling charge; Customer's resulting charges may or may not exceed the charges that Customer might incur if Products are shipped collect. Products in transit are at Customer's risk. Customer shall be fully responsible to pay or to reimburse Berry for carrier demurrage and detention charges incurred as a result of delays caused or allowed by Customer. If prices include a freight component, prices shall be subject to adjustments effective immediately without notice in the event of a subsequent change in freight rates or the imposition of a fuel or other surcharge. In the case of international sales, unless otherwise agreed, Customer shall be fully responsible: (i) to provide Berry prior to shipment and in writing, the ultimate destination and identity of the end-user; (ii) to pay all duties, taxes and other charges imposed by any government on Products or on the purchase, exportation or importation of Products; and (iii) for compliance with applicable legal requirements for exportation and importation of Products.

3. **Payment.** A. Payment terms are net 30 days from date of invoice in the currency designated by Berry on open accounts to Customers with current, approved credit, unless otherwise agreed in a writing signed by the parties. Berry shall not be bound to extend credit: (i) prior to Customer's compliance with credit requirements, including Berry's approval of a signed credit application or (ii) because it has previously done so for Customer or others similarly situated. If Customer's purchases of Products are made through a broker, distributor, wholesaler, filler or other intermediary ("Intermediary"), references herein to "Customer" shall include such Intermediary as necessary to the context and Customer agrees that Berry shall be entitled to make credit decisions concerning sales to the Intermediary in Berry's discretion and may refuse to make sales on credit as it determines in its discretion. Berry, to the extent necessary to protect its interest in receiving payment for Products, shall be a third party beneficiary of any purchase contract between the Intermediary and Customer. If Berry makes sales of Products to the Intermediary as an accommodation to Customer, Customer shall remain liable to Berry for the cost of Products sold to the extent that the Intermediary fails or refuses to pay Berry for such Products; Customer waives all suretyship defenses. In the event that Customer renders payment to Berry and/or its agent in a manner purported by Customer to serve as payment in full of an invoice, Berry and/or its agent's acceptance of such payment (i) shall not act as an accord and satisfaction and (ii) shall be without prejudice to Berry's right to pursue additional payment of such invoice. Customer shall not have the right of set off unless so agreed in writing by Berry. If any payment is past due, Berry may impose a service charge of the lesser of the maximum amount allowed by applicable law or 1½% per month and may hold or cease shipments of Products. Any amounts charged to a credit card are subject to a convenience fee of 3%. Customer agrees to pay Berry's attorney's fees and expenses and other collection costs in the event collection or other enforcement efforts become necessary or appropriate in Berry's discretion. In addition, Berry shall have the right to terminate a sale, to stop Products in transit, and to suspend further performance under these terms and conditions and/or other agreements with Customer in the event Customer fails to make any payment when due, which other agreements Customer and Berry hereby amend accordingly.

B. In the event of Customer's insolvency, Berry's invoice shall constitute a demand for reclamation of the Products identified on the invoice under UCC section 2-702 and United States Bankruptcy Code section 546(c). Customer: (i) agrees to promptly notify Berry in case of insolvency; (ii) waives any defenses to Berry's right of reclamation to the Products identified in Berry's invoice; and (iii) shall promptly return possession of such Products to Berry.

4. **Cancellation/Claims>Returns.** Customer cannot cancel a P.O. once Products have been manufactured or special raw materials are purchased. Customer is considered to have accepted all Products delivered unless it rejects the same in writing in accordance with the Agreement. Customer must reject alleged nonconforming Products within 30 days after delivery for nonconformities reasonably discoverable on inspection and within 90 days after delivery for latent nonconformities; after such times, acceptance cannot be revoked. As a condition for replacement, refund or credit, Customer shall, if requested in writing by Berry, return alleged nonconforming Products to Berry in the same condition as when received. In all events, Customer shall provide Berry a reasonable opportunity to examine and test such alleged nonconforming Products, except such part as cannot be returned due to necessary testing. On request, Customer shall also return, if possible, tested Products. All claims for loss or damage during transit must be made against the carrier and by notation on freight bill or delivery receipt. Any return of Products other than for alleged nonconformities shall be: (i) approved in advance by Berry; (ii) for Products in new condition, not printed or special order Products; (iii) made within 90 days of delivery; (iv) shipped at Customer's expense; and (v) accompanied by or subject to a twenty-five percent (25%) restocking charge. Before any international return of Products, Customer must provide Berry with a Commercial Invoice and signed Foreign Shipper's Declaration. All credits issued for returned Products expire 180 days after issuance.

5. **Inventory.** If Berry has agreed to retain an inventory or safety stock of Products, Berry's obligation to produce Products for inventory shall be subject to Customer's continued compliance with the Agreement, including timely payment and the responsibility to provide an accurate forecast and comply with applicable lead-times. In the event any item or Product is discontinued or changed by Customer, Customer shall purchase and pay for all Products previously manufactured and raw materials previously purchased to produce such Product. In the event any Products are maintained in inventory for more than 90 days, Customer will either purchase such Products or order the Products scrapped and pay the purchase price as if such Products had been purchased (and Berry will retain the scrap) and, in such cases, payment will be due immediately at the end of the 90 day period without regard to Customer's payment terms or standard payment terms above in Section 3.

6. **Confidential Information.** The parties anticipate disclosing Confidential information conveyed by a party ("Discloser") to the other party ("Receiver") including all forms and types of financial, business, scientific, technical, economic, or engineering information, methods or know-how, prices, costs, discounts, inventions, planned and existing products (including the Products), packaging, customers, distributors, devices, formulas, designs, samples, prototypes, methods, techniques, processes, procedures, and programs, whether tangible or intangible, and whether or how stored, compiled, or memorialized ("CI"). Receiver agrees not to use CI except for the purposes set forth herein or to disclose any CI except to those directors, legal and tax advisors and affiliates with a need to know such CI, each of whom shall agree to be bound by this confidentiality obligation, and to take reasonable commercial steps to protect the CI. Receiver shall not copy, reverse compile, reverse engineer, or otherwise duplicate the CI. Violation of these terms may cause irreparable harm; therefore the non-breaching party may be entitled to seek injunctive and other additional relief available under the Uniform Trade Secrets Act as enacted in Indiana and the Defend Trade Secrets Act, codified at 18 U.S.C. § 1836, et seq., including attorney's fees, even if the CI under consideration does not constitute a trade secret. CI shall not include information that is: (i) or becomes publicly available for reasons other than a breach of the Agreement; (ii) or becomes available to Receiver from a source not known by Receiver to have a duty of confidentiality; (iii) developed by Receiver without the use of Discloser's CI; and (iv) information not under a duty of confidentiality and known by Receiver prior to the date of the Agreement. In the event the parties have previously executed a confidentiality agreement ("NDA"), then the terms of the NDA, to the extent they conflict, shall prevail over the Agreement.

7. **Product Planning & Compatibility.** Any custom descriptions and layouts supplied with a quotation, unless otherwise stated, are preliminary only and Berry reserves the right to make modifications (after advising Customer) if Berry determines that the modifications will result in increased efficiency of production or use. At any time that any such contemplated modification may result in any substantial change in appearance or function, Berry will not make such change without Customer's prior approval. Customer may not reject any Products based on artwork or copy which Customer previously approved or because Products, conforming to samples, mock-ups or specifications (and tolerances), are incompatible with another manufacturer's goods. Artwork, product design, production and packaging methods and other materials, information and intellectual property, including any patent, trademark, trade dress, copyright, trade secret or any other intellectual property (collectively "IP"), developed in whole or in part by Berry shall remain Berry's property and subject to all IP protections, including obligations regarding CI, unless the parties enter into a written contract under which Customer specifically buys the rights to such IP and Berry makes a written assignment thereof.

8. **Limited Warranty/Limitation of Liability.** Products sold are warranted to: (i) be substantially free from defects in material and workmanship when sold and (ii) comply with applicable specifications for the Products, within stated tolerances; provided, it shall be Customer's responsibility to assure such specifications and tolerances will meet Customer's and any Third Party Buyer's use and compatibility requirements. Berry's limited warranty is conditioned upon Customer's acknowledgement and agreement that Customer has examined and tested samples, or has intentionally and knowingly declined to examine and test samples, prior to the initial purchase of the Product and the Customer has independently determined that the Products (i) meet Customer's and any Third Party Buyer's use and compatibility requirements, regardless of Berry's knowledge of such requirements; (ii) are appropriate for and comply with Laws relating to Customer's and any Third Party Buyer's intended or actual use; and (iii) conform to compatibility and use requirements including those referred to below in Sections 10 (Thermoplastic characteristics) and 14 (Miscellaneous). If Customer is a Reseller, the foregoing warranty conditions apply to the resale of Products to Third Party Buyers. OTHER THAN THE EXPRESS WARRANTIES AND REPRESENTATIONS MADE IN THIS SECTION, BERRY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE OR NON-INFRINGEMENT, OR THAT MIGHT OTHERWISE ARISE FROM ANY REPRESENTATIONS MADE BY OR ON BEHALF OF BERRY OR FROM ANY DESCRIPTION OR SAMPLE OF ANY PRODUCTS. NO WARRANTY SHALL BE CREATED OR DEEMED TO BE CREATED BASED ON THE USE OF THE WORDS "TAMPER EVIDENT," "TAMPER RESISTANT," "CHILD RESISTANT," OR WORDS OF SIMILAR MEANING USED IN ANY WRITTEN OR ORAL COMMUNICATION. BERRY'S LIABILITY FOR ITS ALLEGED BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, RECALL LIABILITY, NEGLIGENCE OR OTHER CAUSE OR THEORY IS LIMITED TO REPLACEMENT OF DEFECTIVE PRODUCTS OR REFUND OF THE PURCHASE PRICE UPON TIMELY RECEIPT OF NOTICE REGARDLESS OF WHETHER BERRY HAS OR HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES. THIS LIMITED WARRANTY IS VOID WITH REGARD TO ANY PRODUCTS ALTERED, MISUSED OR SUBJECT TO NEGLIGENCE OR ACCIDENT. BERRY SHALL NOT BE RESPONSIBLE TO CUSTOMER UNDER THIS LIMITED WARRANTY FOR FIT OR OTHER COMPATIBILITY PROBLEMS WHEN THE PRODUCTS ARE USED WITH GOODS OF ANOTHER MANUFACTURER. ADVICE PROVIDED BY BERRY RELATING TO THE PRODUCTS IS SUBJECT TO THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF DAMAGES PROVISION.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF CAUSE, NOR WILL EITHER PARTY BE RESPONSIBLE FOR LOSS OF USE, LOSS OF CUSTOMERS, LOST PROFITS, INTERRUPTION OF BUSINESS OR COVER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRODUCTS AND SERVICES SOLD HEREUNDER ARE NEITHER FOR USE IN ANY NUCLEAR OR RELATED APPLICATIONS, NOR FOR USE AS COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS INTENDED FOR SURGICAL IMPLANT INTO THE BODY OR INTENDED TO SUPPORT OR SUSTAIN LIFE, WITHOUT BERRY'S PRIOR WRITTEN CONSENT.

CUSTOMER AGREES IT IS ITS SOLE RESPONSIBILITY TO (1) EVALUATE COMPATIBILITY WITH FILLED OR FINISHED PRODUCT AND INTENDED USE; AND TO (2) EVALUATE COMPATIBILITY WITH ANY OTHER MANUFACTURER'S GOODS WITH WHICH THE PRODUCTS ARE INTENDED TO FIT OR BE USED.

CUSTOMER ACCEPTS THE PRODUCTS WITH THE FOREGOING UNDERSTANDINGS IN THIS SECTION; AGREES TO COMMUNICATE THE SAME IN WRITING TO ANY SUBSEQUENT PURCHASERS, CUSTOMERS OR USERS, INCLUDING THIRD PARTY BUYERS; AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BERRY AS SET FORTH IN SECTION 9.

9. **Indemnity.** Customer shall defend, indemnify and hold harmless Berry and its affiliates, related companies, and their respective directors, officers, shareholders, employees and agents from and against any actual and potential legal, equitable, statutory or administrative claims, losses, liens, fines, penalties, investigations, recalls and other costs and expenses (including reasonable fees and expenses of an attorney of Berry's choosing); and direct, indirect or consequential losses (all three of which terms include pure economic loss, loss of profits, loss of business, loss of goodwill and similar losses); as well as death, bodily injury, personal injury, property damage or other injury or damage (all of the foregoing in this sentence, collectively, "Claims and Losses") arising from or in connection with (i) Customer's or any Third Party Buyer's marketing, advertising, sale, distribution, handling, use or recall of the Products (including any Claims and Losses based on items for which or with which the Products are used) except to the extent caused solely by Berry's gross negligence; (ii) Customer's or any Third Party Buyer's violation of applicable federal, state, or local law, ordinance, statute, rule, regulation, or judicial order or decision (collectively, "Laws") or standards governing the marketing, advertising, labeling (or improper or inadequate labeling), sale, distribution, handling, or use of the Products or the items with which or for which the Products are used, including any Claims or Losses involving an alleged violation of the U.S. Controlled Substances Act (21 U.S.C. 801, et seq.), as amended, or any other Laws that regulate cannabis or any derivative thereof; (iii) any alleged direct or indirect IP infringement of any kind based on Customer's samples, mock-ups or specifications; (iv) any illegal, false, misleading or deceptive information that Customer instructs Berry to print on or otherwise apply to or use with the Products; and (v) any environmental pollution, contamination or damage (including, in addition to the above, fines and penalties to the extent allowed by law, clean-up and other remedial or containment costs and legal, technical or similar fees and expenses) arising out of such pollution, contamination or damage to the environment or natural resources occurring in connection with Customer's use of any Products regardless of cause, including Customer's negligence, strict liability, or other act or omission. Customer warrants that custom Products ordered based on Customer's samples, mockups or specifications do not infringe any IP of any kind granted by any country. Berry reserves the right (but shall have no duty) to discontinue deliveries of any Products, the manufacture, sale or use of which might: (i) infringe any trade dress, copyright, trade secret, patent or other IP rights; or (ii) violate any foreign, federal, state or local law, regulation or order. For the avoidance of doubt, Customer acknowledges that its indemnity obligations under this Section 9 include the covenant to indemnify Berry against any and all Claims and Losses asserted by any Third Party Buyer to whom Customer resells Products.

10. **Thermoplastic Characteristics.** To obtain expected benefits and service from thermoplastics (including Products) and minimize potential complications, AND PRIOR TO THE ISSUANCE OF A P.O., Customer must: (i) be familiar with and allow for the working characteristics of thermoplastics and print on thermoplastics; (ii) determine and allow for the impact of environmental conditions and chemical substances on the appearance, durability, stiffness, and other attributes and uses of the Products, as well as the effects of permeability, transmission rates and other compatibility factors and the effects of contact or use with hydrocarbons, oxidizing acids and essential oils; (iii) determine and implement proper handling and storage techniques; and (iv) establish and implement suitable environmental and time parameters for (a) exposure to sunlight in particular and weather in general; (b) exposure to artificial light; and (c) temperature, pressure, vacuum, and other ambient factors as they may vary during or as the result of transportation, storage, stacking, handling and filling. IT IS RECOMMENDED THAT DOUBLE-FACED PALLETS BE USED. IT IS CUSTOMER'S RESPONSIBILITY TO: (1) DETERMINE MAXIMUM LOAD CAPABILITY WITH FILLED PRODUCT BEFORE STACKING; AND (2) CONSIDER THE EFFECT OF REAL WORLD USE AND ENVIRONMENTAL FACTORS. For the avoidance of doubt, if Customer is a Reseller, Customer is solely responsible for all decisions regarding the selection of Products suitable for Third Party Buyers' uses, including requirements listed in Section 8 and in this Section 10; and Customer acknowledges that any Advice from Berry to Customer or any Third Party Buyer is subject to the Agreement, specifically including Sections 7, 8, 9, 10 and 11.

11. **Advice.** At Customer's request, Berry may furnish such technical or other Advice as it has available with respect to the use of the Products. Berry assumes no obligation or liability for any Advice it furnishes to Customer or any Third Party Buyer concerning the Products, Customer's or any Third Party Buyer's use of the Products, including its function or compatibility with another manufacturers' goods, and whether the Products or any use thereof complies with any applicable Laws. The parties agree (unless otherwise specifically agreed to in writing by Berry) that all such Advice is given without charge or warranty, does not alter the limited warranty and limitation of liability in Section 8 herein, is accepted by Customer at Customer's risk, and Customer assumes sole responsibility for the results obtained in reliance thereon, including the results of Third Party Buyers if Customer is a Reseller.

12. **Force Majeure.** Except with respect to Customer's obligation to pay invoices when due, if Berry or Customer is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform, but shall perform as soon as possible after the force majeure event ceases. References to force majeure shall refer to circumstances that are beyond a party's control and that affect production or transportation, including acts of God, acts of war, acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmission or product transportation, materials shortages or delays or sudden severe increases in materials prices or other costs, accident, fire, water damage, flood, earthquake, windstorm, other natural disasters and catastrophes, and compliance by a party with any order, action, direction or request of any governmental officer, department, agency, authority, or committee thereof. This provision is intended to be interpreted to expand rather than limit the application of the Uniform Commercial Code ("UCC") section 2-615, as adopted in the State of Indiana.

13. **Laws.** A. Governing Law & Venue. The Agreement shall be interpreted under Indiana law without regard to choice of law principles and shall

not be governed in whole or in part by the United Nations Convention on Contracts for the International Sale of Goods or the Vienna Convention On The International Sales Of Goods to this Agreement; as allowed by such Conventions, the parties specifically disclaim their application. Any and all disputes between the parties shall be prosecuted solely and exclusively in the federal or state courts located in Indiana, and Customer consents to personal jurisdiction of those courts and venue of Vanderburgh County and waives all defenses based on inconvenient forum; provided, however, that Berry may institute an action for equitable relief in a different jurisdiction at the site of an alleged wrong. For all matters not covered by the terms of the Agreement, the UCC shall control. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ENFORCEMENT OF THE AGREEMENT. Until receiving payment in full, Berry shall have all rights of a seller under the UCC in addition to those in the Agreement and otherwise, including rights of a secured party (under Article 9 of the UCC) and rights of reclamation (under the UCC and the U.S. Bankruptcy Code). All remedies are intended to be cumulative and in addition to all other remedies available at law and in equity. The parties shall not contest the validity or enforceability of any electronic transmissions based on the provisions of the statute of frauds; such transmissions will be governed by the Indiana Uniform Electronic Transactions Act (Indiana Code 26-2-8).

B. Compliance with Laws. Berry's agreement to sell the Products to Customer shall not be construed as Berry's agreement, representation or warranty that Customer's or Third Party Buyer's use of the Products complies with applicable Laws, even if Berry has been advised of such use. Customer covenants that at all times (i) Customer and Third Party Buyer's use or sale of the Products shall be in accordance with all Laws, (ii) the Product specifications, if any, will be in accordance with all Laws, and (iii) unless acknowledged by an authorized Berry officer in a mutually signed writing, Customer and any Third Party Buyer will not use any Products, including child-resistant Products, for oils.

C. Exports. Customer will be responsible to comply with all applicable Laws and regulations, including the export control laws in effect in the United States, Canada and Europe which may be issued from time to time concerning the exporting, importing and re-exporting of Products. Customer acknowledges that shipments of Products are subject to the export laws of the United States, including United States Department of State and Department of Commerce regulations (including the U.S. Arms Export Control Act (22 U.S.C. 2778 et seq.), the International Traffic in Arms Regulations (22 CFR 120-130), the Export Administration Regulations (15 CFR 730-774) and the International Emergency Economic Powers Act (50 U.S.C. 1701 – 1706) and that a license from the Department of State or the Department of Commerce may be required prior to export of Products. Customer agrees to comply with all applicable licensing requirements. Customer also agrees to comply with the United States Foreign Corrupt Practices Act, and shall indemnify Berry for any failure to comply or violation of such act. Customer shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to the conduct of activities under the Agreement. Additionally, for U.S. export licensing purposes, Customer shall provide to Berry any and all documentation required to complete any and all applicable United States of America State Department or Commerce Department license applications. It will further be Customer's responsibility to inform Berry of the applicability of and compliance with testing and legal requirements (including local laws) with respect to any P.O.

D. "Children's Products." Customer will be responsible to provide notice to Berry if Customer intends that any Products will be "Children's Products" as defined by the federal Consumer Product Safety Act (15 U.S.C. 2051 et seq.), as amended, including the Consumer Product Safety Improvement Act ("CPSIA"), and will provide immediate notice to Berry if any Products are subject to CPSIA but not obvious by the nature or appearance of the Products as ordered. If Customer fails to provide such notice and fails to comply with CPSIA with respect to any Products that are: (i) not obvious by their nature or appearance as subject to CPSIA or (ii) modified by Customer so as to be subject to CPSIA, Customer will indemnify Berry as provided in Section 9 above for such failure. Products that are subject to CPSIA can be found at the Consumer Product Safety Commission website: www.cpsc.gov/businfo/reg1.html. Additional information is available at: www.cpsc.gov/ABOUT/Cpsia/faq/103faq.html.

E. Controlled Substances. If the Products are intended to be used for the purpose of packaging cannabis or any derivative thereof, Customer agrees it will be solely responsible to comply with applicable Laws, including the U.S. Controlled Substances Act, as amended, pertaining to the proper packaging, production, sale and distribution of cannabis or any derivative thereof.

14. Miscellaneous. Either party may immediately terminate the Agreement upon the occurrence of any of the following: (a) if the other party commits a material breach of any of the provisions of the Agreement and does not cure such breach within thirty (30) days after receipt of written notice thereof; (b) if the other party is unable to obtain or renew any permit, license or other governmental approval necessary to carry on the transactions contemplated under the Agreement; (c) in the event that proceedings in bankruptcy or insolvency are instituted by or against the other party, or a receiver is appointed, or if any substantial part of the assets of the other party is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution. The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Customer in the absence of Berry's express written consent. The parties agree that their relationship is that of independent contractors; nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Customer's noncompliance with these terms shall not be binding on Berry with respect to any continuing or subsequent noncompliance. To the extent necessary to preserve the parties' rights, all terms of the Agreement shall survive acceptance of and payment for Products sold as well as cancellation, termination or expiration of the Agreement, including the provisions of Sections 3, 6, 7, 8, 9, 10, 11, 13 and 14 of these terms and conditions; provided, however, that except with respect to any claim by Berry associated with the Customer's nonpayment, no claim relating in any way to the Agreement may be instituted more than 1 year after the date upon which such action accrued. Berry may display Customer's samples (including decorated samples), name, and/or logo to identify Customer as a Berry customer of the Products, including on Berry's public website. There shall be no third party beneficiaries of the Agreement unless the parties specifically identify such beneficiaries in writing. Section headings are inserted for convenience and shall not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by both parties. Berry shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of Berry. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions. In the event that Berry has possession of a mold or other equipment owned by Customer, Berry's maintenance and repair obligations shall be limited to those to which it has agreed in writing. Notwithstanding anything to the contrary in the Agreement, Berry shall be entitled to disclose the terms of the Agreement to its auditors, financial institutions, accountants, lawyers and consultants. Berry shall be entitled to recover its reasonable attorneys' fees and expenses in the event it is the prevailing party in any litigation to enforce the Agreement.