

TERMS AND CONDITIONS OF PURCHASE

1. **Certain Definitions.** As used in this document, (a) the term "Purchaser" means Greif, Inc. or the subsidiary or affiliate of Greif identified as the purchaser of the goods or services in the Order; (b) the term "Seller" means the entity identified as the seller of the goods or services in the Order; (c) the term "Order" means the purchase order or other document provided by Purchaser to Seller authorizing the purchase of the goods or services, together with this Contract and Purchaser's specifications relating to such goods or services; and (e) the term "Contract" means the Order and this Contract, whether on the reverse side of an Order, on a website referred to on an Order or in the form of a requisition or otherwise, together with the Order and any other agreement, instrument or document signed by Purchaser to which this document is attached or which is attached to this document or in which reference is made to this document or that is incorporated by reference into the Order.

2. **Terms are Exclusive.** Unless otherwise agreed to in a separate writing signed by Purchaser, the Order may be accepted only upon the terms and conditions set forth in the Order and this Contract. Shipment of any goods or commencement of any services described in the Order by Seller shall be deemed to be an acceptance by Seller of all of the terms and conditions of this Contract. Any additional or different terms and conditions in Seller's quotation, acknowledgement, order confirmation or other document relating to the goods or services or any other attempt by Seller to vary the terms of this Contract is objected to by Purchaser and shall be of no effect. This Contract shall constitute the complete and exclusive statement of the terms and conditions between the parties with respect to the purchase and sale of the goods or services. If for any reason the Order or this Contract is deemed an acceptance of a prior offer made by Seller, such acceptance is expressly conditioned upon Seller's assent to the terms contained herein. Purchaser will proceed with this transaction only if Seller assents to the terms contained in this Contract. No course of prior dealings, trade usage or course of performance shall be used to modify, supplement or explain any term or condition of this Contract.

3. **Cancellation.** Purchaser reserves the right to cancel the Order or any part thereof. In the event of such cancellation, Seller shall immediately stop all work hereunder, shall immediately cause any of its suppliers or subcontractors to cease such work, and shall observe Purchaser's instructions with respect to work in process. Seller will be entitled to a reasonable termination charge consisting of a percentage of the Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Such charge shall be Seller's only remedy for such termination and Seller must submit all such charges, accompanied with reasonable detail and support, to Purchaser within thirty days after notice of such termination. Seller will not be paid for any costs that reasonably could have been avoided. Purchaser will make no payment for finished work, work in process, or raw material fabricated or procured in excess of any Order.

4. **Changes.** Purchaser shall have the right to make changes to any drawings, designs or specifications, the method of transportation or packing, and the place or time of delivery, including temporary suspension of shipments. If any such change causes an increase or decrease in Seller's cost or time required for performance, Seller shall document such impact to Purchaser in writing and an equitable adjustment mutually determined by Purchaser and Seller shall be made to the price or delivery schedule, or both, and the Order shall, upon agreement by Purchaser in writing, be modified accordingly. Seller agrees to accept any such changes subject to this paragraph. Any claim by Seller for adjustment under this paragraph shall be deemed waived unless made in writing within ten (10) calendar days after receipt of written notice by Purchaser of the change. No change, modification or revision of the Order shall be binding upon Purchaser unless such change is in writing and signed by a duly authorized representative of Purchaser.

5. **Price and Payment Terms.** Unless otherwise stated in the Order, prices will be those set forth on the Order. If no price is specified, prices will be the lower of the prices last quoted to Purchaser or paid by Purchaser for such goods or services or the prevailing market prices. Unless otherwise stated in the Order, no additional charges to Purchaser of any kind shall be allowed, including, without limitation, charges related to taxes, duties, boxing, packing, crating, cartage, freight or storage. Seller will suitably pack, mark and ship all goods in accordance with the requirements of common carriers so as to secure the lowest transportation costs. Unless otherwise provided in the Order, all invoices are payable net Ninety (90) days. The payment terms or cash discount period available to Purchaser as set forth in the Order shall commence on the later of Purchaser's receipt of the goods or services or Purchaser's receipt of the invoice for such goods or services. Seller warrants that the prices hereunder are not less

favorable than those currently extended to any other customer of Seller for the same or similar goods (in similar or less quantities) or services. If Seller reduces its price for goods or services for any other customer of Seller prior to final delivery of the goods to, or completion of services for, Purchaser, Seller shall reduce the price or prices in the Order in a corresponding manner.

6. Invoices. Each invoice must bear Purchaser's Order number and must be provided not later than the day following shipment and must be accompanied by a bill of lading if shipment is made by common carrier. A separate invoice must be rendered for each lot of goods shipped to Purchaser pursuant to the Order. All packages, shipping papers and other correspondence concerning the Order shall display the Purchaser's Order number.

7. Delivery. Seller shall ship the Goods in the quantities and in accordance with the terms of the Order, time being of the essence. Unless otherwise stated in the Order, goods offered from domestic sources must be shipped DAP Purchaser's destination (Incoterms 2010), freight prepaid and included, and goods ordered from foreign sources must be shipped DDP destination (Incoterms 2010). Purchaser shall not be required to pay for goods delivered in advance of the date specified in an Order or in excess of amounts specified in an Order. All goods must be sufficiently packed, at Seller's expense, and all packaging, cartons and containers must be adequately labeled to identify their contents and origin. Unless otherwise agreed in writing, title to the goods and the risk of their loss or damage shall pass from Seller to Purchaser upon acceptance of the goods.

If Seller reasonably determines in good faith that it either cannot or may not complete delivery and/or performance at the specified time and place or in the specified manner, Seller shall promptly notify Purchaser in writing and indicate the earliest possible date that it reasonably can complete conforming delivery and/or performance using Seller's best efforts. Notwithstanding such notice, and notwithstanding that Seller's failure to effect conforming delivery or performance may be or is the result of Force Majeure, Seller's failure to effect conforming delivery of goods or performance of services shall entitle Purchaser, at Purchaser's sole option and without any liability to Purchaser hereunder, to do or cause to be done, in addition to any other remedies available to Purchaser under this Contract, at law or in equity, one or more of the following: revoke any prior acceptance of a partial delivery or performance by Seller, to return at Seller's risk and expense all or any part of items delivered in partial satisfaction of the Order, to cancel the Order, to receive a refund of any amounts paid to Seller pursuant to the Order for any items returned to Seller, to require Seller to promptly correct all defects in delivery or performance and/or otherwise provide conforming goods or services from Seller, and to purchase substitute goods or services elsewhere and charge Seller with any loss or additional costs incurred in connection with such purchases. If in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship the items by a more expensive mode of transportation than specified in the Order, Seller shall utilize same and any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been requested in writing by Purchaser.

8. Inspection. Purchaser may rely on Seller's warranties with respect to the goods and services and will be under no duty to inspect goods or services purchased hereunder prior to their use. Purchaser may inspect the goods and services at any reasonable time or place and in any reasonable manner. If any inspection or test is to be made on Seller's premises, Purchaser shall provide Seller advance notice of such inspection or test to be conducted during ordinary business hours, and Seller shall provide reasonable facilities and assistance for the safety and convenience of Purchaser's inspectors in such manner as not to unreasonably hinder or delay Seller's performance. All goods and services are delivered and performed subject to Purchaser's inspection, testing, approval and acceptance at the specified delivery location notwithstanding any prior inspection or testing at Seller's premises or any prior payment by Purchaser for the goods or services. Purchaser's inspection of the goods and services and any payment related thereto shall not constitute an acceptance of the goods or services or otherwise impair the Purchaser's right to later inspect the goods or services or to reject the goods or services or to exercise any other right or remedy. In addition to Purchaser's other rights and remedies available under this Contract, at law or in equity, Purchaser may return to Seller any goods rejected hereunder at Seller's sole expense and may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. Nothing contained in an Order shall relieve in any way the Seller from Seller's obligation of testing, inspection and quality control.

9. Notice of Defect or Breach. Purchaser may give Seller notice of any defect or breach in any reasonable manner, and any such notice will be considered timely if made within a reasonable time after discovery by Purchaser or notification to Purchaser from any of its customers.

10. Nonconforming Shipments. In addition to any other rights and remedies of Purchaser, if the goods or the

tender of delivery of the goods fail in any respect to conform to the terms and conditions of the Order, Purchaser may exercise any of the following rights: (a) reject (or revoke acceptance of) the entire shipment; (b) accept the entire shipment; or (c) accept any number of commercial units and reject (or revoke acceptance of) the balance of the shipment. Any goods so rejected/revoked may, at Purchaser's option, be either returned to Seller for full credit, resold for Seller's account (less Purchaser's reasonable expenses) in any reasonable manner, or stored for Seller's account pending Purchaser's receipt of reasonable instructions as to their disposition. Seller will bear all risk of loss associated with the rejected/revoked goods and will promptly reimburse Purchaser for all unrecovered reasonable expenses incurred by Purchaser in connection therewith.

11. Warranties. Unless otherwise stated in the Order, Seller warrants that all:

(a) goods supplied under this Contract will be new and unused; merchantable; fit for Purchaser's intended use, if Seller has any reason to know of such use; free from defects in materials and workmanship for one year following first use; and produced, labeled, packaged, delivered and invoiced in material compliance with all laws and regulations applicable to the Seller, the goods, the conditions of their production and their intended use;

(b) goods and services sold by Seller must conform with Purchaser's specifications and drawings or Seller's published descriptions or provided samples; and in conformity with any promises or affirmations of fact made by Seller with respect thereto;

(c) goods delivered and the manner of their delivery shall conform to any standards established for such goods and delivery by any applicable federal, national, state, provincial or local law or regulation;

(d) services provided shall be performed in a good, workmanlike and professional manner and in accordance with applicable industry standards;

(e) goods and services shall be free of the claim of any third person that the sale or use of the Goods infringes on any patent, trademark, copyright or other intellectual property of such third person or constitutes unfair competition resulting from similarity in design, trademark or appearance;

(f) chemical substances furnished hereunder have been reported and/or registered in compliance with all applicable federal, national, state, provincial or local laws and regulations, including, without limitation, the U.S. Environmental Protection Agency's Toxic Substances Control Act, and otherwise comply with the Toxic Substances Control Act;

(g) title to the goods shall be delivered free of all claims, liens or security interests of third parties; and

(h) goods purchased hereunder shall comply with any Food and Drug Administration, or other governmental agency, order or regulation referenced in any specifications applicable to this Contract.

The foregoing warranties shall survive Purchaser's inspection, acceptance and use of the goods and services. Seller hereby extends to Purchaser any and all warranties received from Seller's suppliers and agrees to enforce such warranties on Purchaser's behalf. All Seller's warranties shall run to Purchaser, its successors, assigns, customers and users of products sold by Purchaser. Seller agrees promptly to correct defects in any goods or services not conforming to the foregoing warranties, or to replace such goods or re-perform such services, without expense to Purchaser, when notified by Purchaser, provided Purchaser so elects. In the event of Seller's failure to correct or replace such defective or nonconforming goods or services, Purchaser may, after notice to Seller, make such correction or replacement at Seller's expense. The foregoing warranties and remedies shall be in addition to any warranties and remedies of additional scope contained in any other Contract or otherwise provided by Seller to Purchaser or provided by law.

12. Indemnity; Liability Waiver; Insurance. Seller agrees to defend Purchaser and indemnify against all claims, actions, liabilities, damages and costs including attorney's fees, arising in whole or in part from any act or omission of Seller, its employees, agents, or subcontractors in connection with the supply of goods or services under this Contract, no matter how characterized, including without limitation negligence, intentional tort or strict liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PURCHASER OR ITS AFFILIATES BE LIABLE TO SELLER OR TO ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO PURCHASER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF SELLER (OR ITS AFFILIATES) HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. Seller will maintain such public liability insurance, including, without limitation, products liability insurance, and other insurance as will adequately protect Purchaser against such claims, liabilities, losses,

damages, costs and expenses in Purchaser's reasonable judgment. Seller agrees to submit certificates of insurance evidencing its insurance coverages when requested by Purchaser.

13. Confidentiality. Seller will not disclose or otherwise disseminate information furnished or made available by Purchaser that is designated, or could reasonably be considered, confidential, including any of the terms of Seller's agreement with Purchaser, will not use any such information for any purpose other than performing the Order, and will not advertise or publish the fact that Purchaser has agreed to buy the goods and/or services, unless Seller receives Purchaser's written permission to do so or such information is required to be disclosed by law or becomes part of the public domain through no fault of the Seller.

14. Force Majeure. Neither party will be liable for its failure to perform under the Order to the extent such failure is caused by war, riots, fire, flood, earthquake or other acts of God or other cause beyond the reasonable control of the affected party and not correctable or avoidable through the exercise of commercially reasonable means. If any such cause prevents the affected party from performing its obligations hereunder for more than thirty days, the other party may cancel the Order.

15. Termination. Purchaser may terminate the Order or any part thereof for cause in the event of any failure by Seller to perform or observe any of its obligations under the Purchaser Order, this Contract or any other agreements with Purchaser, or if Seller fails to provide Purchaser, upon request, with reasonable assurance of future performance. In the event of termination for cause, Purchaser shall not be liable for any amount, and Seller shall be liable to Purchaser for any and all damages sustained directly or indirectly by reason of Seller's failure.

16. Records. Seller shall maintain true and correct records in connection with the performance of this Contract and shall maintain all such records for at least two years following the expiration, termination or cancellation of this Contract. Purchaser's auditors and representatives will be provided access to Seller's records relating to this Contract for the purpose of verifying Seller's compliance with this Contract.

17. Tooling. Seller shall keep in good condition, be responsible for and protect against loss of, damage to or lien against any materials, tools, dies, molds and other articles owned by Purchaser (including such items made or provided by Seller at Purchaser's cost) that are in the possession or control of Seller; provided, however, that Seller shall not be responsible or liable for normal loss of or damage to such items arising from processing or manufacturing in accordance with good shop practices. Seller shall not use such items except for performance of work hereunder or as authorized by Purchaser in writing. All such items shall be plainly marked or otherwise adequately identified by Seller as property of Purchaser and shall be safely stored separately and apart from Seller's property. Unless otherwise directed by Purchaser, Seller, upon demand of Purchaser for any reason, shall return all such items to Purchaser at Purchaser's direction and expense. In addition, Purchaser shall have the right to take possession of any such items, including, without limitation, the right of entry for such purpose.

18. Intellectual Property. Each of Purchaser and Seller retains ownership of all intellectual property rights that such party owns prior to this Contract. Purchaser shall have ownership, as between Purchaser and Seller, to all designs, drawings, blueprints, descriptions, specifications, samples or other materials developed or created by Purchaser or Seller in connection with this Contract or that incorporate any portion of Purchaser's intellectual property. To the extent Seller develops any such intellectual property and it does not qualify as a "work made for hire," Seller hereby assigns to Purchaser all of its rights in such intellectual property effective immediately upon creation of such works, including when they are first fixed in a tangible medium. If a third party alleges that any goods or services furnished by Seller under this Contract infringe on any patent, trademark, copyright, or other intellectual property right of Seller, Seller must defend Purchaser and indemnify it against the resulting liability, damage, or expense. Purchaser may require Seller to obtain for Purchaser the right to continue using those goods or services, substitute or modify goods or services so that they remain equivalent but are no longer subject to the infringement claim, or refund the purchase price of those goods or services.

19. Drawings and Documentation. Regardless of any markings or statements on drawings and/or other documentation provided with purchased equipment, Purchaser shall have the right to share such drawings and/or other documentation with vendors and potential vendors in order to maintain and purchase replacement parts for the equipment.

20. Export/Import Control. Seller shall immediately notify Purchaser if it is or becomes listed on any excluded or denied party list of an agency of the U.S. Government or its export privileges are denied, suspended or revoked. Should Seller's goods or services originate from a foreign location, those goods or services may also be subject to the export control laws and regulations of the country in which the goods or services originate. Seller agrees to abide by all applicable export control laws and regulations of that originating country. Seller shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Purchaser in connection with any violations of such laws and regulations by Seller, its affiliates, officers, employees, agents, suppliers or subcontractors at any tier. Purchaser shall be responsible for complying with any applicable laws or regulations governing the importation of the articles into the United States of America. Purchaser may be required to obtain information concerning citizenship or export status of Seller's personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

21. Compliance with Laws. Seller certifies and represents that in the performance of this Contract it will comply with the provisions of all applicable federal, state and local laws, regulations, rules and orders. Any provision which is required to be a part of this Contract by virtue of any such law, regulation, rule or order is incorporated herein by reference including, but not limited to, the following: (a) Executive Order 11246: EEO clause published at 41 CFR 60-1.4(a); (b) Executive Order 13465 (Employment Eligibility Verification); 73 FR 67704; and (c) Executive Order 13496 (Employee Rights Under National Labor Relations Act): 29 CFR 471, Appendix A to Subpart A; (d) 41 CFR 60-300.5(a) (This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.); and (e) 41 CFR 60-741.5(a) (This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities).

22. Greif Supplier Code of Conduct. Purchaser has established a Supplier Code of Conduct, which sets forth Purchaser's expectations of its suppliers regarding ethical and socially responsible business practices. Seller acknowledges that it has reviewed and will adhere to the principles contained therein. The Greif Supplier Code of Conduct can be found at <https://www.greif.com/uploads/media/default/0001/03/b1a56087cafbee2f2c2adb9e283b24ada611d44d.pdf>

23. Liens. Seller shall not put, suffer, or permit any lien, attachment or encumbrance on Purchaser's premises, any improvement thereon, equipment or other personal property for or on account of any work or materials furnished hereunder or by reason of any other claim or demand by or against Purchaser, Seller or any subcontractor. Seller shall indemnify and defend Purchaser from and against any and all demands, costs, claims and liability (including reasonable attorneys' fees) arising out of any such lien, attachment or encumbrance.

24. Miscellaneous. If any of the provisions of this Contract are deemed invalid or unenforceable, the validity and enforceability of the remaining provisions will in no way be affected or impaired thereby, it being the intention of the parties that all provisions of this Contract will be construed in such fashion as to make all of such provisions valid and enforceable to the full extent permitted by applicable law. The terms of Sections 11, 12, 13, 15, 16, 17, 18, 23 and Section 24 of this document shall survive the termination, cancellation or expiration of this Contract. All claims for money due or to become due from Purchaser to Seller shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller. Seller and Purchaser are independent contractors, and no partnership, joint venture or principal-agent relationship exists between them. Seller may not assign its rights or obligations under this Contract or subcontract all or any portion of the work under this Contract without the prior written consent of Purchaser. This Contract will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. No failure or delay on the part of a party to exercise any right, privilege or power shall operate as a waiver thereof. The rights and remedies herein expressly provided to Purchaser shall be cumulative and in addition to any other or further rights and remedies available at law or in equity. The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Ohio, without giving effect to principles of conflicts of law. This Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Products. The parties consent to the jurisdiction and venue of the courts of proper subject matter jurisdiction located in the City of Columbus, Franklin County, Ohio, USA, for all purposes related to this Contract and agree that any action arising under this Contract shall take place in a court in that jurisdiction. This Contract merges all prior communications of the parties, supersedes all prior agreements and constitutes the entire agreement between Purchaser and Seller with respect to the goods and/or services.