



## WESTROCK NORTH AMERICA GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL:

(a) These WestRock North America General Terms and Conditions of Sale (“**Terms and Conditions**”) shall apply to any contract (“**Contract**”) for the sale of goods (“**Goods**”), services (“**Services**”) or a combination of both Goods and Services by WestRock Company or any direct and indirect subsidiaries, joint ventures and/or any other affiliated entities of WestRock Company (collectively and individually, “**WestRock**”). These Terms and Conditions shall be incorporated in and deemed a material part of the following documents: (i) any bid, quote, response to a request for quote, letter, proposal, or any other form of offer for the sale of Goods or Services (“**Proposal**”) by WestRock to a buyer (“**Customer**”); (ii) any form of order acknowledgment by WestRock to Customer for Goods or Services (“**Order Acknowledgment**”); and (iii) any invoice or similar document submitted by WestRock for the sale of Goods or Services (“**Invoice**”). As used herein, “**Contract**” shall include any WestRock document reflecting the business terms applicable to Customer’s purchase of Goods or Services from WestRock, including without limitation, a Proposal, purchase order, other sales document, Order Acknowledgment or Invoice. WestRock and Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”. These Terms and Conditions shall supersede and replace any terms and conditions offered by Customer and shall be the only terms and conditions applicable to Customer’s purchase of Goods or Services pursuant to the terms appearing on the Contract.

(b) These Terms and Conditions shall not be modified or changed unless mutually agreed by the Parties in writing. WestRock specifically and expressly objects to and rejects any terms and conditions or other provisions in Customer’s purchase orders, printed forms, correspondence or any other writings or oral representations which are different from, inconsistent with or in addition to these Terms and Conditions. Customer’s efforts to change these Terms and Conditions or the terms set forth on any Contract shall constitute a material alteration of WestRock’s offer and shall not be binding on WestRock. Receipt of Customer’s purchase order for WestRock’s Goods or Services or WestRock’s initiation of any work to manufacture and supply the Goods or Services shall constitute acceptance by Customer of these Terms and Conditions. Notwithstanding any prior custom, practice or course of dealing between Customer and WestRock or generally within the industry, WestRock may insist on strict adherence to these Terms and Conditions.

### 2. PRICE:

(a) The Goods or Services and other items covered by any Contract shall be sold and invoiced at the price or prices on the Contract.

(b) Unless otherwise specified in the Contract, prices are subject to change upon thirty (30) days written notice from WestRock. By ordering Goods or Services, Customer agrees to the pricing in effect at the time of order. The prices set forth in WestRock’s Proposal shall expire, at WestRock’s option, thirty (30) days from the date on the Proposal or issuance of WestRock’s offer. If Customer has not accepted WestRock’s Proposal or offer at the stated prices within such thirty (30) day period, WestRock reserves the right to adjust its prices for such Goods or Services.

(c) Customer is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof), excluding taxes based on or measured by the net income, net worth or gross receipts of WestRock (other than sales taxes designated as gross receipts taxes), or other taxes generally considered a part of WestRock’s cost of

doing business, on sales for Goods and/or Services provided to Customer under or pursuant to this Agreement. Provided that WestRock has the requisite nexus with the state or local jurisdiction, WestRock will invoice applicable taxes to Customer unless Customer provides WestRock with a valid tax exemption certificate or direct payment permit for the sale. WestRock's failure to invoice applicable tax does not exonerate Customer from its sales or use tax liability according to the applicable state or local law. Customer agrees to hold WestRock harmless for any sales, use, excise, value added, withholding or other taxes assessed by a taxing authority arising out of this Agreement. In the event of any assessment by a taxing authority, both Parties agree to cooperate with each other to resolve and minimize such assessment.

(d) Customer shall be responsible for all tooling costs.

### **3. PAYMENT:**

(a) Unless otherwise agreed to in writing by the Parties, all payments shall be made in United States dollars.

(b) WestRock will tender invoices for the shipment of Goods or performance of Services at or following the time of shipment or performance, as applicable. Unless otherwise agreed to in writing by the Parties, Customer shall pay WestRock's invoices not later than thirty (30) days after the date of invoice without setoff or withholding of any kind including, without limitation, any withholding for taxes or other amounts. Payment shall be deemed overdue if any amount remains unpaid thereafter. Any amount payable by Customer hereunder that remains unpaid after the due date shall be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest legally-allowable rate, whichever is lower, from the due date until WestRock receives full payment. Customer agrees to pay all costs and expenses of collection, including attorneys' fees, incurred by WestRock if Customer fails to pay any amounts, obligations or indebtedness when due. Whenever reasonable grounds for insecurity arise with respect to full and timely performance by Customer, WestRock may demand terms of payment different from those specified herein and may demand assurance of Customer's full and timely performance. WestRock may, upon making such demand, suspend manufacture, production, performance, shipment and/or deliveries.

(c) If, within the period stated in such demand, Customer fails or refuses to agree to such different terms of payment and/or fails or refuses to give adequate assurance of full and timely performance (as determined by WestRock), WestRock may: (i) by notice to Customer, treat such failure or refusal as a repudiation by Customer of the portion of the transaction not then fully performed, whereupon WestRock may cancel all further manufacture, production, performance, shipment and/or deliveries and any amounts unpaid hereunder shall immediately become due and payable, or (ii) produce, perform or make shipments or deliveries under reservation of a security interest and demand pre-payment against tender of the Goods or Services.

(d) If Customer has any billing, credit, refund, set-off or similar issues or disputes relating to its purchase of Goods or Services, Customer must notify WestRock of such issue within fifteen (15) days following Customer's receipt of the Good(s) or Service(s) at issue. Failure to timely notify WestRock constitutes a complete release by Customer of, and fully and forever discharges, WestRock (including its existing and future subsidiaries, Affiliates, stockholders, agents, servants, officers, and directors) from any and all manner of actions, claims, lawsuits, arbitration proceedings, liabilities, damages, attorneys' fees and other expenses and costs relating to such issue.

### **4. DELIVERY, TRANSPORTATION AND RISK OF LOSS:**

(a) [UNITED STATES] Unless otherwise agreed in writing by the Parties, all Goods sold by WestRock to Customer within the United States, including to a "ship to" location in the United States, shall be sold,

transported and delivered F.O.B. Origin WestRock's Facility. All transportation and delivery charges shall be borne by Customer directly, and all risk of loss and damages, as well as title to such Goods, shall shift to Customer upon placement of the Goods on WestRock's dock, ready for shipment. Customer shall be given the right to select the method, routing and agency of transportation. For the avoidance of all doubt, Customer shall be the exporter and importer of record in respect of all cross-border transiting of the Goods.

(b) [CANADA] Unless otherwise agreed in writing by the Parties, all Goods sold by WestRock to Customer within Canada, including to a "ship to" location in Canada, shall be sold, transported and delivered, as determined by WestRock, pursuant to one of the following two alternative methods: (a) CPT (Carriage Paid To) Customer's designated location in Canada (Incoterms® 2020), or (b) EXW (Ex-Works) WestRock's dock at its shipping facility in Canada (Incoterms® 2020). Under either method, title to (ownership of) the Goods shall transfer to Customer at the same time as the risk of loss under the applicable Incoterms® rule. For the avoidance of all doubt, Customer shall be the exporter and importer of record in respect of all cross-border transiting of the Goods.

(c) [MEXICO] Unless otherwise agreed in writing by the Parties, all Goods sold by WestRock to Customer within Mexico, including to a "ship to" location in Mexico, shall be sold, transported and delivered, as determined by WestRock, pursuant to one of the following two alternative methods: (a) CPT (Carriage Paid To) Customer's designated location in Mexico (Incoterms® 2020), or (b) EXW (Ex-Works) WestRock's dock at its shipping facility in Mexico (Incoterms® 2020). Under either method, title to (ownership of) the Goods shall transfer to Customer at the same time as the risk of loss under the applicable Incoterms® rule. For the avoidance of all doubt, Customer shall be the exporter and importer of record in respect of all cross-border transiting of the Goods.

(d) [CROSS-BORDER "SHIP TO" SALES] Unless otherwise agreed in writing by the Parties, all Goods sold by WestRock to Customer from a WestRock location in country "A" (whether the United States, Canada or Mexico) to a "ship to" location in a different country "B" (whether the United States, Canada, Mexico or other), shall be sold, transported and delivered, as determined by WestRock, to Customer CPT (Carriage Paid To) the "Ship To" location (Incoterms® 2020). Title to (ownership of) the Goods shall transfer to Customer at the same time as the risk of loss under such Incoterms® rule, upon delivery to the first carrier. For the avoidance of all doubt, Customer shall be the exporter and importer of record in respect of all cross-border transiting of the Goods into country "B" (and any country of transit and final destination other than country "A"). Subject to the applicable Incoterms® 2020, Customer shall be responsible for processing all registrations and importation permits to import the Goods into any country of transit and the country of final destination, and shall comply, prior to importing the Goods, with all applicable laws and other requirements in respect thereof.

(e) Any excess packing, shipping or other transportation costs or charges resulting from WestRock's agreement to comply with Customer's transportation or delivery requests shall be in addition to the charges set forth above. If (i) the Goods are to be shipped pursuant to Customer's shipping instructions and Customer fails to provide WestRock with such shipping instructions by the seventh (7<sup>th</sup>) day after WestRock has notified Customer that the Goods are ready to ship, or (ii) Customer fails to confirm its acceptance to take delivery or arrange for shipment of the Goods by the seventh (7<sup>th</sup>) day after WestRock has notified Customer that the Goods are ready to ship, WestRock may ship the Goods to Customer at Customer's expense as WestRock deems appropriate and reasonable and shall add the cost of such transportation to the Invoice. If WestRock so ships the Goods, Customer shall bear the risk of loss and damage to the Goods and title to (ownership of) the Goods shall transfer to Customer at the same time as the risk of loss based on WestRock's chosen method of shipment.

(f) The delivery date provided by WestRock or Customer shall be deemed only an approximate date of delivery unless the Parties have expressly and mutually agreed in writing that a particular delivery date

is to be a definitive date. Otherwise, WestRock may deliver the Goods or Services within a reasonable time prior to or after the delivery date. If WestRock is unable to meet Customer's requested delivery date, then Customer shall grant WestRock a commercially reasonable period of time following such delivery date to supply the Goods to Customer or to Customer's designated location, as long as such period of time permits Customer to meet its own obligations to its own customers.

(g) WestRock's delivery date is dependent upon Customer's timely acceptance or supply of such information or materials necessary in order for WestRock to manufacture and ship the Goods or provide the Services, including but not limited to, designs, artwork, labels or sketches (the "**Approvals**") for use in manufacturing the Goods or performing the Services. Any delay in accepting or supplying the Approvals shall extend the delivery date. After acceptance or supply of the Approvals, any alterations called for shall be at the expense of Customer and shall extend the delivery date.

(h) If Customer fails or refuses for any reason whatsoever to take delivery of Goods at the designated time or place of delivery, then Customer shall be responsible for all reasonable packing, shipping or other transportation costs or charges and storage fees resulting from such failure or refusal to accept delivery. Such costs, charges and fees shall be in addition to the price of the Goods.

(i) Unless otherwise agreed to by the Parties in writing, WestRock shall be entitled to make delivery of Goods or performance of Services in installments. WestRock may render a separate invoice for each installment, which Customer shall pay in accordance with the terms set forth in Section 3(b), without regard to subsequent deliveries of Goods or performance of Services. Each installment shall be deemed a separate sale. Delays in delivery of Goods or performance of Services of any one installment shall not relieve Customer of its obligations to accept delivery of Goods or performance of Services of any remaining installments.

(j) Unless otherwise agreed to by the Parties in writing, any Goods held by WestRock in storage for more than thirty (30) days after the agreed date of delivery may be sold, scrapped and/or destroyed by WestRock, as determined by WestRock, without relieving Customer of the obligation to pay for the Goods and any costs, charges and storage fees. In the alternative, WestRock shall have the right to invoice and ship the Goods to Customer and to recover reasonable costs, charges and storage fees up to the date of shipment. When Goods are to be exported by WestRock, Customer shall, at its sole expense, furnish to WestRock with each order all consular and customs declarations, certificates and licenses and shall accept all liability and responsibility for penalties resulting from errors or omissions thereon.

(k) Unless otherwise expressly set forth in any Contract executed by WestRock, WestRock shall be entitled to a plus or minus tolerance of fifteen percent (15%) based on the weight or number of pieces or other unit of measurement of Goods requested by Customer under each transaction.

## **5. INSPECTION:**

(a) Customer shall inspect the Goods and/or Services within ten (10) days after the Goods' arrival at the designated delivery destination or the performance of the Services at the place of performance. Customer must accept any tender of the Goods or Services by WestRock that are substantially in conformity with the specifications for the Goods or Services considering standard industry tolerances and the terms hereof.

(b) Customer will be deemed to have accepted tender of the Goods or Services if Customer fails to so inspect, or fails to give WestRock written notice of rejection, within such ten (10) day period, which notice shall describe in reasonable detail the rejected Goods or Services and the non-conformities or defects upon which Customer's rejection is based.

(c) All claims for shortages or alleged defects in quality shall be deemed waived unless made within ten (10) days of Customer's receipt of Goods or completion of the applicable Services. CUSTOMER HEREBY AGREES THAT SUCH TEN (10) DAY PERIOD IS A REASONABLE PERIOD OF TIME IN WHICH TO INFORM WESTROCK OF SUCH CLAIMS. In no event shall any such claim entitle Customer to relief if such claim is made after Goods have been used, processed or transferred by Customer. Defective or non-conforming Goods shall be held by Customer for WestRock's prompt inspection.

**6. WARRANTIES:**

(a) WestRock warrants solely to Customer that (i) all Goods which are manufactured by WestRock will, at the time of delivery and for a period of sixty (60) days thereafter, materially conform to WestRock's specifications, subject to standard industry variations and tolerances (including without limitation, variations in raw materials, artwork, dimensions, weight, straightness, scannability, composition, mechanical properties, and color); (ii) all Services shall be performed in material accordance with the agreed upon specifications of WestRock, subject to standard industry tolerances; and (iii) all Goods which are manufactured by WestRock will, at the time of delivery, be free of any liens and encumbrances of any third parties. Notwithstanding the foregoing, the Parties further understand and agree that the warranties set forth in this Section 6(a) shall not apply to the extent that Customer or its agents (including freight carriers), employees, representatives or independent contractors have, through act or omission: (1) abused or damaged the Goods or Services; (2) misused the Goods or objects upon which the Services were performed; (3) improperly stored the Goods by exposing them to unreasonable heat, humidity or ambient conditions or stored the Goods in an otherwise inappropriate environment that is inconsistent with industry standards; or (4) handled the Goods in a manner or allowed any other condition or act to cause the Goods or Services to fail to meet the warranties set forth in this Section 6(a).

(b) THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY AND SPECIFICALLY EXCLUDED. WESTROCK MAKES NO WARRANTY WITH RESPECT TO GOODS OR THEIR COMPONENTS WHICH ARE NOT MANUFACTURED BY WESTROCK. WESTROCK'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES ARE, UNDER THESE WESTROCK'S TERMS AND CONDITIONS AND UNDER THE UNIFORM COMMERCIAL CODE OR OTHER APPLICABLE LAW, HEREBY LIMITED TO WESTROCK'S CHOICE OF ONE (1) OF THE FOLLOWING REMEDIES, AS APPLICABLE: (i) THE REPAIR OF ANY DEFECTIVE OR NON-CONFORMING GOODS; (ii) RE-PERFORMANCE OF THE NON-COMPLYING SERVICES; (iii) THE REPLACEMENT OF ANY DEFECTIVE OR NON-CONFORMING GOODS WITH CONFORMING GOODS AT THE DESIGNATED DELIVERY DESTINATION; (iv) THE REPAYMENT OF THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THAT PORTION OF ANY GOODS OR SERVICES PROVIDED THAT ARE DEFECTIVE OR NON-CONFORMING; OR (v) THE GRANTING OF A REASONABLE ALLOWANCE TO CUSTOMER ON ACCOUNT OF SUCH DEFECTS OR NON-CONFORMITIES. CUSTOMER SHALL BE ENTITLED TO NO OTHER REMEDIES, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, INCLUDING, BUT NOT LIMITED TO, THEORIES BASED ON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TORT OR RELIANCE. UNDER NO CIRCUMSTANCES SHALL WESTROCK'S LIABILITY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER WITH RESPECT TO THAT PORTION OF THE GOODS OR SERVICES WHICH ARE DEEMED TO BE DEFECTIVE OR NOT IN COMPLIANCE WITH WESTROCK'S WARRANTY OBLIGATIONS HEREUNDER.

(c) Replacement of defective or non-conforming Goods, repayment of the purchase price for the Goods or the granting of an allowance to Customer under subsections (iii), (iv) or (v) of Section 6(b) will be made

only upon return of defective or non-conforming Goods to WestRock, which Goods shall not be returned until WestRock has consented thereto and has delivered to Customer written shipping instructions. Under no circumstances shall Customer be permitted to set off or credit any amounts due and owing to WestRock under these Terms and Conditions or under any Contract unless WestRock has agreed to such in writing.

(d) Final determination of the suitability of the Goods and Services for Customer's use and purposes is the sole responsibility of Customer, and WestRock shall bear no responsibility for such suitability. Specifically, by way of example and not limitation, WestRock shall not be liable for the machinability of cartons or containers sold hereunder that are not used within sixty (60) days of Customer's receipt of the Goods; provided further that, notwithstanding anything contained herein to the contrary, WestRock shall in no event be liable for such machinability beyond ninety (90) days of the date of manufacture, regardless of when Customer received the Goods.

## **7. TERMINATION:**

(a) WestRock may terminate any Contract immediately if: (i) Customer breaches any of its obligations hereunder in any material respect, and (1) fails to remedy such breach within ten (10) days of WestRock providing written notice of such breach, or (2) such breach reasonably results in actual or imminent harm or damage to WestRock or WestRock's business interests, as determined by WestRock in its reasonable judgment. For the avoidance of doubt, Customer's failure or refusal to pay any amount when due to WestRock shall constitute a material breach and, in addition to WestRock's termination right, WestRock may suspend performance at any time thereafter until Customer has paid all amounts outstanding; (ii) Customer takes any action in respect of liquidation, winding up, or an assignment for the benefit of creditors or has a receiver, trustee, monitor or liquidator appointed for all or substantially all of its property; (iii) WestRock, in its reasonable judgment, determines that Customer is refusing or is unable to pay WestRock in full on a timely basis for the Goods or Services as they become due, that Customer is otherwise no longer able to meet WestRock's credit requirements or that Customer is refusing or unable to pay in full on a timely basis its other creditors; or (iv) Unless otherwise agreed in writing by WestRock, WestRock may immediately terminate or withdraw any Contract, and any of its obligations thereunder, without cause or for convenience upon written notice to Customer.

(b) Customer may terminate any Contract immediate upon written notice to WestRock if WestRock breaches any of its obligations thereunder in any material respect and fails to remedy such breach within forty-five (45) days of Customer providing written notice of such breach. For clarity, Customer may not cancel or terminate a Contract without cause or for convenience.

(c) Either Party may terminate this Agreement immediately upon notice to the other Party in the event that such other Party: (i) files any voluntary bankruptcy petition; (ii) has an involuntary petition in bankruptcy filed against it which is not challenged within thirty (30) days and dismissed within sixty (60) days; (iii) makes a general assignment for the benefit of its creditors; (iv) becomes insolvent or is unable to pay its debts as they mature or become due; (v) has a receiver, trustee, or liquidator appointed for any material portion of its assets; (vi) has any material portion of its assets attached; (vii) receives a "going concern" opinion or qualification from any external auditor; (viii) experiences a material negative change in its net assets (i.e., total assets minus total liabilities); or (ix) in the case of Customer, Customer is no longer able to meet WestRock's credit requirements.

(d) Customer shall, in the event of cancellation or termination of a Contract for any reason by either Party, pay WestRock on demand the full purchase price for all completed work for Customer's order(s) or in reasonable anticipation of Customer's needs for Goods or Services, all other costs (including work-in-process and raw materials) incurred up to the date of cancellation or termination, all lost profits due to the cancellation or termination, and all other reasonable cancellation or termination charges. In addition to all

of its rights and remedies set forth under law or under this Agreement, WestRock shall be entitled to recover payment and damages and/or exercise any other rights and remedies available hereunder.

(e) WestRock's rights to payment and indemnification and all disclaimers of warranties, limitations of liability, and exclusions of damages by WestRock shall survive expiration or termination. Any Sections or schedules that by their nature should survive the termination or expiration of this Agreement, or which would reasonably be expected to be performed after the termination or expiration of this Agreement, shall survive and be enforceable after termination or expiration of this Agreement, including, without limitation, provisions relating to representations and warranties, disclaimers, indemnification, exclusion of consequential damages, limitations of liability, effects of termination, and governing law.

**8. LIMITATION OF LIABILITY:** Customer and WestRock hereby specifically and expressly agree to the terms and provisions set forth in this Section 8 with regard to disclaimers and limitations on WestRock's liabilities. TO THE GREATEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL WESTROCK BE RESPONSIBLE OR LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL) REGARDLESS OF (A) WHETHER WESTROCK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE LEGAL THEORY UPON WHICH SUCH CLAIM IS BASED, INCLUDING, BUT NOT LIMITED TO, THEORIES BASED ON WARRANTY, CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, TORT OR RELIANCE. THE PARTIES HEREBY FURTHER AGREE THAT WESTROCK'S CLAIMS ARISING OUT OF CUSTOMER'S FAILURE TO PAY IN FULL AND ON TIME FOR CONFORMING GOODS AND SERVICES, PURSUANT TO THE PAYMENT TERMS SET FORTH HEREIN, SHALL BE DIRECT DAMAGES AND NOT CONSTITUTE CONSEQUENTIAL DAMAGES. If Customer has any claim or cause of action against WestRock for breach of WestRock's obligations hereunder, Customer shall immediately notify WestRock and the claim or cause of action must be brought within one (1) year from the date of WestRock's tender of the subject Goods or Services to Customer.

**9. FORCE MAJEURE DELAYS:** WestRock's obligations hereunder shall be excused and WestRock shall have no liability to Customer for the failure to perform under these Terms and Conditions or under any Contract due to any of the following and during the period when any of the following conditions exists: (a) strikes, work stoppages, lockouts or other labor troubles, difficulties, disruptions or disturbances of any kind; (b) fires, floods, earthquakes, inclement weather, explosions, or other natural or man-made disasters or acts of God; (c) riots, war, sabotage, foreign or domestic terrorism (including cyber-terrorism or cyber-attacks), act of a public enemy, national emergency, epidemic, pandemic, disease outbreak, quarantine or shelter in place restrictions, or other disturbances of the peace; (d) breakdowns, shutdown, destruction, or failure of any kind of WestRock's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, or accidents at WestRock's facilities; (e) transportation embargoes or delays, reductions, shortages, curtailment, disruption or cessation of supplies, materials, equipment, facilities, power, utilities, labor, transportation, fuel or other factors of production or performance; (f) increases in the price of supplies, materials (including, but not limited to, the price of raw materials), equipment, facilities, power, utilities, labor, transportation, fuel or other factors of production or performance or the inability to obtain such items at a reasonable commercial price; (g) actions, legislation, regulations, rules or orders of any government or governmental agency (including executive orders and proclamations), or WestRock's voluntary or involuntary participation in any plan of general public interest, any of which adversely affect manufacture, production, performance, shipment and/or deliveries hereunder; (h) delays of other suppliers or subcontractors; (i) any other cause beyond the reasonable control of WestRock, whether or not similar to the causes or occurrences enumerated above; or (j) the escalation or worsening of any of the foregoing. In the event of any such delay or failure in

performance, WestRock shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances. In the event of the occurrence of any of the above affecting WestRock's ability to perform, WestRock shall have the right to negotiate new pricing for the Goods or Services. Further, WestRock shall also have the right, to the extent necessary in WestRock's reasonable judgment, to apportion fairly among its customers (including WestRock's own production operations, and subsidiaries and affiliates), in such manner as WestRock may consider equitable, the Goods and Services then available for shipment, delivery or performance.

#### **10. INVENTIONS AND CONFIDENTIAL INFORMATION:**

(a) Unless otherwise agreed to by the Parties in writing, all (i) drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by WestRock; and (ii) discoveries, inventions or improvements made by WestRock, including those based on information supplied by Customer, pursuant to a purchase of Goods or Services, shall be the sole and exclusive property of WestRock. This provision includes any and all discoveries, inventions or improvements related to any process, machine, manufacture or composition of matter related to the WestRock's business, whether of a patentable nature or not, and any and all know-how, ideas, methods, systems or plans useful in the WestRock's business (the "**Inventions**") that any employee or independent contractor of WestRock has made or conceived or hereafter may make or conceive at any time. All such Inventions shall be the sole and exclusive property of WestRock, and Customer shall cooperate, if necessary, in assisting WestRock to obtain all documentary evidence confirming WestRock's ownership including, but not limited to, applications for patents.

(b) "**Confidential Information**" means all WestRock know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transactions that are the subject of any Contract, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret, confidential or proprietary, including without limitation: WestRock's (i) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (ii) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (iii) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (iv) confidential computer software, firmware, data, databases, networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. WestRock agrees that Confidential Information shall not include information Customer can demonstrate: (1) was known by the public prior to initial disclosure by WestRock or subsequently becomes known to the public after initial disclosure through no act or omission of Customer in violation of these Terms and Conditions; (2) was known by Customer prior to initial disclosure; (3) is disclosed to Customer by another person or entity who was under no obligation of confidentiality to WestRock with respect to the information; or (4) is independently developed by Customer without access to or use of Confidential Information, or violation of these Terms and Conditions.

(c) Customer agrees to make use of the Confidential Information solely for the purposes of performing its obligations under a Contract and not for any other purpose whatsoever. Customer shall not, without the prior express written consent of WestRock in each instance, use or disclose to any third party, including any person, entity or governmental agency, any Confidential Information, except that Customer may disclose Confidential Information only to those of its employees who have a need to know such information in connection with the transactions contemplated by a Contract and who are bound to Customer not to disclose the Confidential Information to any third party.

(d) If Customer becomes legally compelled (by deposition, interrogatory, request for documents,



subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Customer will provide WestRock with prompt prior written notice of such requirements so that WestRock may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Customer agrees to furnish only that portion of Confidential Information that Customer, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.

(e) Upon termination of this Agreement, Customer shall return without delay any and all Confidential Information. With respect to Confidential Information not constituting a trade secret, the obligation of confidentiality shall remain in full force and effect for two (2) years following the termination or expiration of the Contract. With respect to Confidential Information constituting a trade secret, the obligations of confidentiality remain in full force and effect for so long as such Confidential Information remains a trade secret.

## 11. INDEMNIFICATION:

(a) Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their respective shareholders, members, officers, directors, managers, agents, employees, successors and permitted assigns (collectively, the “**Indemnified Parties**”) from and against all third party claims, actions, demands, suits and causes of action (“**Claims**”) involving (i) reasonable, actual, out-of-pocket and direct damages to real or physical personal property, or (ii) personal injury, including death, along with reasonable, actual, out-of-pocket costs and expenses, including, without limitation, interest, penalties and reasonable attorneys’ fees and disbursements (collectively, “**Damages**”), to the extent (but only to the extent) such Claims cause Damages resulting from (1) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees, independent contractors or agents, in connection with performance under these Terms and Conditions or any Contract, (2) a breach by the Indemnifying Party, its employees, independent contractors or agents, of any covenant, warranty, representation or any other obligation set forth in these Terms and Conditions or any Contract, (3) a breach or violation of law, governmental rules or regulations by the Indemnifying Party, its employees, independent contractors or agents, (4) any obligations or responsibilities of the Indemnifying Party towards its own personnel and employees (including without limitation, payment of any and all salaries, wages, benefits, taxes, assessments, any other labor or social security obligations or any other obligations under any applicable law) or any Claim that the Indemnifying Party’s personnel or employees are statutory employees of the Indemnified Party, or (5) in the case of Customer as Indemnifying Party, from Claims based (A) on infringement or violation of intellectual property rights of a third party caused by a customization, design or specification required or provided by Customer to WestRock, (B) breach or violation of customs, trade and export laws, including, to the extent applicable, the diversion of the Goods contrary to applicable law, or (C) any Product Claims (as defined below) or the products with respect to which such Product Claims relate. Notwithstanding the above, Customer hereby agrees that WestRock shall not be liable for any Claims resulting from a recall of any products which are contained within WestRock’s Goods or in which WestRock’s Goods have been incorporated; and the Parties acknowledge, understand and agree that such Claims are not part of the basis of the bargain in the transactions anticipated hereunder.

(b) Notwithstanding the terms set forth in Section 11(a), WestRock’s obligation to indemnify the Customer Indemnified Parties shall not apply to the extent that Claims involving Damages were caused or contributed to by Customer or the Customer Indemnified Parties. Such Claims and Damages include, but are not limited to, the following: (i) Misuse of the Products; (ii) delays in Customer’s ability to provide its products to its own customers in a timely manner due to failure by Customer or Customer’s employees, agents or independent contractors to provide approvals of designs, specifications or printing plates in a timely manner or the failure to exercise due care in reviewing and approving such designs, specifications or printing plates; or (iii) the Customer’s products as the proximate cause of the Damages.

(c) Customer will not enter into a settlement of a Claim that involves a remedy other than the payment of money by Customer without the consent of WestRock. Notwithstanding the foregoing, the WestRock Indemnified Parties shall have the right at their discretion and sole cost to be represented by their own counsel and to participate in (but not control) the defense of any action in which it or any of its personnel is named as a party defendant, and the applicable WestRock Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require any ongoing obligation of or result in any ongoing liability to it or any of its personnel.

## **12. GOVERNING LAW; DISPUTE RESOLUTION:**

(a) EACH PARTY HERETO WAIVES TO THE EXTENT PERMITTED BY LAW (i) ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY, (ii) WITH THE EXCEPTION OR RELIEF MANDATED BY STATUTE, ANY CLAIM TO PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES, AND (iii) ANY CLAIM FOR ATTORNEY FEES, COSTS AND PREJUDGMENT INTEREST (EXCEPT AS PROVIDED FOR UNDER SECTION 11 FOR INDEMNIFICATION).

(b) The Parties agree that the terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to these Terms and Conditions or to any Contract hereunder.

(c) [UNITED STATES] For Goods and Services herein sold by WestRock to Customer within the United States, the validity, construction and performance of these Terms and Conditions and any Contract hereunder shall be governed by the Uniform Commercial Code as enacted by the state of Georgia and by the laws of the state of Georgia without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions or any Contract may, at WestRock's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by WestRock or, if elected, does not result in a resolution, then the dispute shall be subject to resolution by litigation in either the state or federal court with jurisdiction in the City of Richmond, Virginia or Cobb County, Georgia. Customer agrees, without challenge, to submit to the jurisdiction and venue of such courts.

(d) [CANADA] For Goods and Services herein sold by WestRock to Customer within Canada, the validity, construction and performance of these Terms and Conditions and any Contract hereunder shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions or any Contract may, at WestRock's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by WestRock or, if elected, does not result in a resolution, then the dispute shall be subject to resolution by litigation in the civil courts of Ontario in Toronto, Ontario. Customer agrees, without challenge, to submit to the jurisdiction and venue of such courts.

(e) [MEXICO] For Goods and Services herein sold by WestRock to Customer within Mexico, the validity, construction and performance of these Terms and Conditions and any Contract hereunder shall be governed by the laws of the United Mexican States without regard to any other state's or nation's conflict of laws rules. Any controversy, claim or dispute arising out of or relating to these Terms and Conditions or any Contract may, at WestRock's exclusive option, be submitted for mediation in an effort to amicably resolve such controversy, claim or dispute. In the event that mediation is not elected by WestRock or, if elected, does not result in a resolution, then the Parties irrevocably agree to submit themselves and the resolution of the dispute to binding arbitration to be administered by the International Centre for Dispute Resolution of the American Arbitration Association (the "ICDR"). If the amount of the controversy, claim or dispute is under \$1,000,000 in the aggregate, the arbitration will be decided by one (1) arbitrator. The Parties shall jointly appoint the arbitrator within twenty (20) days after the commencement of the

arbitration. If the Parties cannot agree to an appointment of an arbitrator within such time period, the ICDR will appoint such arbitrator. If the amount of the controversy, claim or dispute is \$1,000,000 or more in the aggregate, the arbitration will be decided by a tribunal of three (3) arbitrators. Each Party shall appoint one co-arbitrator within twenty (20) days after the commencement of the arbitration. If a Party fails to appoint a co-arbitrator within such time period, the ICDR will appoint such co-arbitrator. The co-arbitrators (in consultation with the Parties) shall jointly appoint the president of the tribunal (and third co-arbitrator) within forty (40) days after the commencement of the arbitration. If the co-arbitrators cannot agree to an appointment of a president of the tribunal during such time period, the ICDR shall appoint the president (and third co-arbitrator) of the tribunal. The seat of the arbitration will be Mexico City, Mexico and the language used in the arbitration will be English. The tribunal shall award the costs and expenses of the arbitration, including reasonable attorney's fees, to the prevailing Party as determined by the tribunal.

**13. THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT:** Customer shall not engage in any bribery, kickbacks, collusive bidding, price fixing, or other unfair trade practices. Customer (and its partners, employees, representatives and agents) shall comply with the U.S. Foreign Corrupt Practices Act ("FCPA") and the applicable anti-bribery and anticorruption laws of any country outside the United States applicable with respect to the Goods and Services and Customer's performance hereunder or under any Contract ("**Corrupt Practices Laws**"). If Customer learns of or has reason to know of any payment, offer or agreement relating to the Goods and Services that is contemplated or that has occurred and that represents or could represent a violation of the FCPA or Corrupt Practices Laws, Customer shall immediately advise WestRock's General Counsel, in writing, at the address provided in Section 14(l). WestRock shall be permitted to take reasonable steps to avoid, mitigate or investigate such an actual or potential violation of the FCPA or Corrupt Practices Laws, which may include reviewing Customer's books and records and auditing for these purposes at any time upon reasonable notice. WestRock may disclose these Terms and Conditions and any Contract and any information that it obtains hereunder to any government agency, regulatory authority or other persons or entities that WestRock has determined, in its discretion, have a need for such information. In addition to the foregoing, while the Goods and Services are being provided, Customer must promptly notify WestRock in writing upon learning or forming a reasonable belief that Customer, directly or through any agent or service provider, paid any bribe that is punishable under the FCPA (or would be if Customer was subject to that statute) or Corrupt Practices Laws. The preceding sentence applies to Customer's conduct irrespective of whether the bribe in question relates to or benefits the Goods and Services or WestRock; however, the provision of such advice shall not represent a breach hereunder unless the actual or suspected bribe relates to the Goods and Services contemplated hereunder. Customer shall ensure that any representatives and agents acting on behalf of Customer with respect to the Goods and Services or Customer's performance hereunder shall agree in writing to the terms of this Section. Neither Customer nor any representative or agent of Customer may interact with any government agency on behalf of WestRock without the prior written approval of WestRock.

**14. MISCELLANEOUS:**

(a) These Terms and Conditions and any Contract or any of the duties or obligations hereunder or thereunder may be performed by and/or assigned, subcontracted or delegated to, in whole or in part, and all rights hereunder or thereunder against Customer and any interests herein or therein may be enforced by or assigned to, in whole or in part, WestRock or any one or more of WestRock's present or future subsidiaries, affiliates, joint ventures, transferees, assignees, subcontractors or delegees, without the consent of Customer.

(b) The waiver by WestRock of any terms, conditions, or provisions hereof or of any Contract shall not be construed to be a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach by Customer of the same term, condition or provision.

(c) Neither these Terms and Conditions nor any Contract, nor any of Customer's rights, interests, duties or obligations hereunder or under any Contract may be assigned, subcontracted or delegated by Customer except with the prior written approval of WestRock in each instance.

(d) The entire understanding and agreement of the Parties with respect to the transactions contemplated herein are contained in these Terms and Conditions and in any Contract. Any prior understandings, agreements and representations, oral or written, shall be deemed superseded hereby. No changes, modification or discharge of the Parties' obligations hereunder shall be effective unless signed by both Parties.

(e) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by WestRock in any Contract shall be subject to correction.

(f) Any clause required by any applicable law, order or administrative regulation, to be included in a contract of the type evidenced by any Contract, shall be deemed to be incorporated therein.

(g) The remedies and rights reserved to WestRock herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity. The remedies and rights reserved to Customer herein shall be Customer's sole and exclusive rights and remedies available to Customer hereunder.

(h) This Agreement is intended for the sole and exclusive benefit of WestRock and Customer and nothing in these Terms and Conditions is intended to benefit any person or entity other than WestRock and Customer (and their respective permitted assignees and their respective Indemnified Parties solely with respect to Claims under Section 11), and neither Party will owe any duty to such person or entity. These Terms and Conditions and any Contract, and the rights, interests, duties and obligations hereunder and thereunder, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(i) If any provision of these Terms and Conditions or any Contract shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. All remaining portions shall be deemed enforceable.

(j) Each Party agrees to perform any acts, including providing any further documents to the other Party, that are or may become necessary to effectuate the purposes of these Terms and Conditions.

(k) Nothing contained in these Terms and Conditions shall create an association, partnership, joint venture, employee/employer relationship or the relation of principal and agent between WestRock and Customer. Neither of WestRock, on one hand, and Customer, on the other, shall have any authority to bind the other in any way except as stated herein. It is understood and agreed that each Party shall be solely responsible for the wages and benefits of its employees. It is expressly agreed that all of the personnel and employees that the Parties may engage in performing their respective obligations under these Terms and Conditions and any Contract hereunder shall be directly hired by each of the Parties in their capacity as employers and, in such capacity, each of the Parties shall be solely responsible for any obligations and responsibilities towards its own personnel and employees, including without limitation, the payment to said personnel and employees of any and all salaries, wages and benefits and the payment of all taxes, assessments, any other labor or social security obligations and any other obligations derived from any applicable laws (including without limitation, for Goods and Services herein sold by WestRock to Customer within Mexico, the Federal Labor Law, the Social Security Law and the National Institute for the Workers Housing Trust Fund Law and the Retirement Savings System Law).

(l) In the event that Customer determines that it needs to give notice to WestRock of its alleged breach

of its obligations hereunder or of any action or demand arising hereunder, or otherwise in accordance with these Terms and Conditions, Customer shall give notice to WestRock by using certified mail or a reputable overnight service to: WestRock Company, 1000 Abernathy Road, NE, Atlanta, Georgia 30328, Attn: Executive Vice President and General Counsel.

(m) In these Terms and Conditions, except where otherwise provided or where the context expressly otherwise requires: words denoting the singular will include the plural and vice versa; words denoting any gender will include all genders; the words “shall” and “will” are used interchangeably and both mean the specified action or forbearance is mandatory; the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation”; the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to these Terms and Conditions as a whole and not to any particular section of these Terms and Conditions; references to any applicable law means references to such law in changed or supplemented form or to a newly adopted law replacing a previous law; all dollar amounts are expressed in United States dollars (US\$); the division of these Terms and Conditions into separate Sections and the insertion of headings will be convenience of reference only and will not affect the construction or interpretation of these Terms and Conditions; and unless otherwise modified, the words “day,” “month,” and “year” mean and refer, respectively, to a calendar day, month and year.

**15. PAPERBOARD--ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF PAPERBOARD GOODS:**

(a) Unless otherwise specified, boxboard sheets and special products will be cut off at the end of the machine or sheeter to approximate lengths so that the exact specified sizes can be trimmed therefrom. Shipments of such Goods will be made in unprotected unit loads or bundles. Squaring, trimming, or special packing must be clearly specified by Customer, and an extra charge will be made therefore.

(b) Customer shall inspect and test all paperboard before cutting or processing it, in compliance with these Terms and Conditions, and will not be entitled to any allowance based on claimed defects or noncompliance with stated specifications after the board has been cut or processed in any way.

(c) Grain of paperboard, unless otherwise specially stated, will be in the direction of the last dimension.

**16. PAPER STOCK--ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF PAPER STOCK GOODS:** Subject to the limitations set forth herein, including in Sections 6 and 8 hereof, WestRock expressly warrants that all paper stock shall meet the applicable grade definitions set forth in the current Paper Stock Institute of America Standards and Practices Circular, as amended or superseded from time to time, subject to standard industry variations and tolerances.

**17. EQUIPMENT -- ADDITIONAL CONDITIONS APPLICABLE TO EQUIPMENT:** As used herein, “Goods” shall include equipment sold, leased or otherwise provided by WestRock to Customer (“Equipment”); provided, however, that such Equipment (and the sale, lease or provision thereof, as applicable) shall be subject to the following other terms and conditions, or such other terms and condition as set forth in WestRock’s Proposal for the Equipment (in which case, the Proposal’s terms and conditions shall govern in the event of a conflict between such Proposal and these WestRock’s Terms and Conditions).

17.1 Equipment Payment Terms. The first and second sentences of Section 3(b) of WestRock’s Terms and Conditions are replaced with the following two sentences: Unless other terms to the contrary are agreed to in writing by WestRock, payment terms for Equipment are as follows, with payments due upon invoicing: (i) 30% of the Equipment purchase price shall be due upon Customer’s issuance of its order for the Equipment; (ii) 30% of the Equipment purchase price shall be due upon WestRock’s release of the Equipment for production; (iii) 30% of the Equipment purchase price shall be due immediately prior to

shipping the Equipment to Customer following the Equipment's successful factory acceptance test, if such test is required; and (iv) 10% of the Equipment purchase price shall be due upon the earlier of (x) the date the Equipment is first commercially operational and produces saleable products or (y) the date that is 60 days after the Equipment is delivered. If Customer postpones or otherwise delays shipping or delivery of the Equipment, including, without limitation, by failing to provide such goods as are reasonably required by WestRock to performance factory acceptance testing in a timely manner or by failing to have Customer's facilities ready for the Equipment, then each of the milestones described in clause (iii) and (iv) of the preceding sentence shall be deemed achieved on the date it would have been achieved but for such delay, as reasonably determined by WestRock.

17.2 Equipment Warranty. Section 6 of WestRock's Terms and Conditions shall be replaced by the following with respect to Equipment only, not other Goods:

(a) Equipment Warranty. Subject to the terms and conditions herein, represents and warrants to Customer that for a period of twelve (12) months from the earlier of the date the Equipment is first commercially operational and produces saleable products or sixty (60) days after delivery (the "Equipment Warranty Period") the Equipment will (i) be free from defects in workmanship and materials, (ii) conform to the WestRock's Equipment specifications, subject to standard industry variations and tolerances ("Equipment Specifications"), and (iii) be free from any lien or encumbrance arising solely by reason of a third party claim against WestRock, other than as a result of Customer breaching these WestRock's Terms and Conditions (the "Equipment Warranty"). THE EQUIPMENT WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PERFORMANCE OR OTHERWISE, AND ALL SUCH OTHER WARRANTIES ARE EXPRESSLY AND SPECIFICALLY EXCLUDED AND DISCLAIMED.

(b) Equipment Warranty Remedies. Subject to the terms and conditions set forth herein, in the event of a breach of the Equipment Warranty, WestRock shall correct the Equipment deficiency within a commercially reasonable period of time. In the event WestRock determines that it is unable to repair the Equipment deficiency, WestRock shall replace the Equipment. The remedies set forth in this Section are the sole remedies of Customer with respect to a breach of the Equipment Warranty and are subject to the terms and conditions set forth herein.

(i) Customer Costs. WestRock shall not be responsible for any Customer labor costs to remove or reinstall any defective component or for line downtime arising from any removal, repair or replacement of any defective component. Customer shall be responsible for the cost of shipping defective components to WestRock for WestRock's inspection, and WestRock shall be responsible for the cost of shipping repaired or replacement components to Customer for such defective components.

(ii) Component Return Policy. Any Equipment Warranty claim made more than 60 days after the original Equipment shipment date shall be made with a Customer purchase order securement. Warrantied components not returned to WestRock within 30 days after Customer's receipt of repaired or replacement component(s) will be invoiced to Customer at the full purchase price of the repaired or replacement component(s).

(c) Equipment Warranty Exceptions. Without limiting any other provision herein, the Equipment Warranty shall not apply (i) in the event that installation of the Equipment has not been inspected and approved by a qualified individual provided or trained by WestRock at the time the installation is completed, (ii) to wear and tear on Equipment components that is considered standard in the industry as

consumable items, (iii) to finishes on the Equipment and components, (iv) to components provided by Customer, (v) to third-party software, (vi) to Other Vendor Equipment (as defined in Section 17.2(d)), or (v) any Voiding Event (as defined in Section 17.2(e)).

(d) Other Vendor Equipment. Equipment and components that are purchased by WestRock from a third party (“Other Vendor”) and delivered to Customer without being incorporated into the Equipment manufactured by WestRock (“Other Vendor Equipment”) shall not be warranted by WestRock but shall be subject to the original manufacturer’s standard warranties applicable thereto, including all conditions, limitations, restrictions and disclaimers associated therewith. Such Other Vendor Equipment includes, without limitation, other machines, conveyers, gluers, labelers and spare parts purchased from Other Vendors. Subject to the terms and conditions herein, Equipment components that are purchased by WestRock from a third party and incorporated into the Equipment manufactured by WestRock shall be covered by (i) the Equipment Warranty and (ii), if applicable, any other warranties given by the component manufacturer that are intended for transfer to the ultimate customer or user of the Equipment.

(e) Voiding Events. Equipment that has been: (i) used, handled, operated, stored, or installed by Customer or its contractors, agents or any third party that is not an affiliate or authorized agent of WestRock in a manner that is inconsistent with industry standards or WestRock’s operating, preventive maintenance, regular maintenance, or other instructions provided to Customer; (ii) modified or repaired by anyone other than WestRock or its authorized agents without WestRock’s prior written consent, including, without limitation, safety-related modifications or repairs, where such modification or repair is the cause for the claim; (iii) altered, modified or revised by WestRock outside the Equipment Specifications at Customer’s request, including, without limitation, changes to the Equipment’s computer hardware, firmware or software in connection with providing Customer electronic access to the Equipment, where such alteration, modification or revision is the cause for the claim, except to the extent caused by WestRock’s gross negligence or willful misconduct; (iv) supplied according to Customer’s design-build specifications, where any such specification is the cause for the claim; (v) combined by Customer with items not furnished by WestRock hereunder, or combined with computer hardware or software not approved or recommended by WestRock as compatible with the Equipment’s firmware or software, where such combination is the cause for the claim; (vi) damaged because of accident, neglect, abuse, abnormal use, or misuse by anyone other than WestRock or its authorized agents; (vii) damaged due to decomposition from chemical action or abrasive materials not authorized by WestRock; or (viii) damaged due to failure or surge of electrical power, heating, air conditioning or humidity control, dirt, corrosion, transportation, or other causes beyond WestRock’s reasonable control once the Equipment is shipped, shall void the Equipment Warranty (each a “Voiding Event”). In addition to any of Customer’s other obligations hereunder, any costs or expenses incurred by WestRock as a result of a Voiding Event shall be reimbursed by Customer to WestRock within 30 days after invoice.

(f) Warranty Notice; Time Limits. If Customer has a claim of any nature whatsoever for breach of the Equipment Warranty, Customer shall notify WestRock thereof in writing (a “Warranty Notice”). Any Warranty Notice shall specify in reasonable detail the nature of the alleged breach. Any response by WestRock to a Warranty Notice shall not constitute acquiescence to Customer’s claims therein, and WestRock reserves the right to submit an invoice for all costs incurred by WestRock as a result thereof. Any Equipment Warranty claim by Customer shall be deemed waived by Customer unless WestRock receives a Warranty Notice within thirty (30) days after the earlier of (i) the expiration of the Equipment Warranty Period, or (ii) the discovery of the applicable breach. No lawsuit or legal action for any breach of WestRock’s obligations with respect to any Equipment Warranty shall be brought more than one (1) year after the occurrence of the breach.

(g) Liens. If Customer makes a valid warranty claim under the Equipment Warranty arising out of a lien or encumbrance against the Equipment, WestRock shall have a commercially reasonable period of time

to (i) remove or cause the removal, release or waiver of such lien or encumbrance, or (ii) replace the applicable Equipment with Equipment that is not subject to such lien or encumbrance.

(h) Non-Transferable. The Equipment Warranty is for the sole benefit of Customer and is not transferable to any third party for any reason, including, but not limited to, the sale or transfer of the Equipment arising out of the sale or transfer by Customer of the Equipment, or any portion or all of its other assets or capital stock or other ownership interests, without WestRock's prior written consent, which consent may be withheld in WestRock's sole discretion.

17.3 Default/Termination by WestRock. The following shall be added to the end of Section 7 of WestRock's Terms and Conditions with respect to Equipment only, not other Goods: With respect to Equipment, WestRock will have, in addition to the rights and remedies given it under these WestRock's Terms and Conditions, the right to suspend performance and all remedies allowed at law or in equity, including without limitation, the Uniform Commercial Code. Without limiting the generality of the foregoing, WestRock may (a) declare immediately due and payable all obligations and amounts owed to WestRock with respect to the Equipment, with applicable interest and corresponding late fees; (b) immediately sell at public or private sale or otherwise realize upon the Equipment to satisfy such Customer obligations, and Customer waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising; (c) cancel or suspend WestRock's obligations arising under these WestRock's Terms and Conditions; (d) enter upon the Customer's premises where the Equipment is located and through self-help, without judicial process or notice to Customer, remove or disable the Equipment, at Customer's expense, without any obligation to account to Customer; and (e) require Customer, at Customer's expense, to assemble the Equipment and make it available to WestRock at places which WestRock may select. The remedies hereunder in favor of WestRock will not be deemed exclusive, but will be cumulative and will be in addition to all other remedies in its favor existing at law or in equity. The exercise of any remedy by WestRock will be without prejudice to its rights to exercise any other remedies. No failure on the part of WestRock to exercise a remedy will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy by WestRock preclude any other or further exercise thereof or the exercise or in the name of same of any other right or remedy by WestRock.

17.4 Remedies and Disclaimers Regarding Equipment. The following sentence shall be added to the end of Section 8 of WestRock's Terms and Conditions: WestRock shall have no liability under these WestRock's Terms and Conditions for warranty coverage, breach of contract, indemnification, performance, or otherwise, for any Voiding Event (as defined in Section 17.2.(e)).

17.5 Indemnification. The following indemnification provision shall be added to the end of the first sentence of Section 11(a) of WestRock's Terms and Conditions: or (D) the use, operation, repair, maintenance, financing, or possession of the Equipment once risk of loss transfers to Customer (including, but not limited to, payment of WestRock's deductible to its insurance company).

17.6 Reverse Engineering. Customer shall not, and shall not allow any third party to, directly or indirectly, decompile, disassemble, reverse compile, reverse assemble, reverse translate, or otherwise reverse engineer the Equipment, in whole or in part, including the use of any similar means to discover the source code or functionality of or Confidential Information in the Equipment. In addition, Customer shall not use the Equipment for purposes of competitive analysis of the Equipment, the development of competing software, product or services, or any other purpose that is to WestRock's commercial disadvantage. Customer shall not modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Equipment or any part thereof. A breach of this Section 17.6 shall also be deemed a breach of the Customer's confidentiality obligations under Section 10, without limiting any other rights, remedies or causes of actions that WestRock may have related thereto, including, without limitation, a claim for infringement of WestRock's intellectual property rights in the Equipment.



## 17.7 Equipment Software.

(a) WestRock Software. Equipment manufactured by WestRock may contain or be supplied with computer programs written by WestRock or its Affiliate(s), using third-party software or software developed by WestRock, to operate such Equipment or a component thereof (“**WestRock Software**”). If such WestRock Software is contained within the Equipment or otherwise supplied to Customer, than WestRock grants to Customer a revocable, non-exclusive, non-transferrable license to use the WestRock Software solely for Customer’s internal business purposes in the operation of such Equipment, which license shall automatically terminate upon the termination of the sale of the Equipment pursuant to these WestRock’s Terms and Conditions for any reason prior to the payment of the Equipment Purchase Price. If Customer desires to make any changes to WestRock Software written using third-party software, Customer shall first obtain a license from the third party owning such third-party software, which license shall govern Customer’s use of such third-party software. WestRock Software is Confidential Information of WestRock and all right, title, and interest in and to the WestRock Software and associated intellectual property rights belong to and shall remain with WestRock. Customer shall not sell, license, sublicense, transfer, distribute, publish, reverse-engineer, transfer or otherwise make available the WestRock Software or any rights to, or features or functionality of, the WestRock Software or the license granted by WestRock thereto, to any third party for any reason, whether or not over a network or on a hosted basis, including, without limitation, to cause economic harm to WestRock. Customer may transfer the WestRock Software only as part of a permitted transfer of the Equipment upon which it is loaded. Customer shall not use the WestRock Software in violation of applicable law, including, without limitation, exporting the WestRock Software into any country prohibited by the United States Export Administration Act or the regulations thereunder. WestRock may, at its sole option, offer Customer modifications, corrections or updates (“**Enhancements**”) to the WestRock Software. Any Enhancements will be deemed included in the WestRock Software, as defined herein, and that they shall be governed by the terms and conditions applicable to the WestRock Software under these WestRock’s Terms and Conditions and the WestRock Software license described in this Section.

(b) Third-Party Software. Equipment may also contain or be supplied with firmware or software owned or licensed by a third party (“**Third-Party Software**”). If Third Party Software is contained within the Equipment or otherwise supplied to Customer, than to the extent WestRock has the right to license, sublicense or grant other rights to such Third-Party Software to Customer, WestRock grants Customer a revocable, non-exclusive, non-transferrable license, sublicense or other rights to use such Third-Party Software solely for Customer’s internal business purposes in the operation of such Equipment, which license, sublicense or other rights shall automatically terminate upon the termination of the sale of the Equipment pursuant to these WestRock’s Terms and Conditions for any reason prior to the payment of the Equipment Purchase Price. To the extent WestRock does not have such rights, than Customer shall be responsible for obtaining a license for the Third-Party Software directly from such third party. In either case, such third party may require Customer to be bound by separate end user license agreement, as well as other terms and conditions applicable to the Third-Party Software (collectively, the “**Documentation**”). Such additional terms and conditions may be identified in the help or about screens and in license.txt or readme text files within the Third-Party Software. Collectively, the Documentation is hereby made part of and incorporated into these WestRock’s Terms and Conditions by reference. Customer’s use of the Equipment will be deemed to be Customer’s acceptance of such Documentation. If Customer wishes or intends to use, perform or otherwise carry out any activities with the Third-Party Software not allowed by such Documentation, license, sublicense or other rights, then Customer may be required to first obtain a separate license and/or other rights from such third party.

17.8 Right of First Refusal. With respect to WestRock manufactured Equipment, in the event Customer at any time intends to sell or otherwise dispose of all or part of the Equipment, WestRock shall have the right of first refusal to purchase such Equipment at the lower of the fair market value for such Equipment,

or its straight-line depreciated value over 10 years, exclusive of any financing charges related to the Equipment.

17.9 Additional Customer Obligations. Customer shall (i) unload the Equipment upon delivery and move the Equipment to the production location, except of otherwise provided in WestRock's Proposal regarding the Equipment, (ii) be responsible for the proper installation of the Equipment following delivery, except of otherwise provided in WestRock's Proposal regarding the Equipment, (iii) obtain and maintain all necessary licenses, authorities and permits to assemble, install, startup and operate the Equipment, (iv) provide all utilities required to assemble, install, start up and test the Equipment, (v) purchase all products to be used in connection with the startup and testing of the Equipment, (vi) provide safe and secure access to WestRock or its authorized contractor(s) to startup and test the Equipment or remedy any breach of the Equipment Warranty, and (vii) maintain property damage insurance coverage for the Equipment in its comprehensive general liability policy to respond to any casualty or damage to such Equipment caused by Customer or its contractors, representatives or agents or any other third party engaged by Customer until the Equipment purchase price has been paid in full.

**18. CUSTOMER CLAIMS WITH RESPECT TO THE GOODS:** If Customer requests or directs WestRock to include any claims (whether express or implied) on or with the Goods, including without limitation, claims about Customer or products which are contained within the Goods or in which the Goods have been incorporated, including, among others, claims related to (a) the product's sustainability or recyclability, or the product's or Customer's environmental impact, (b) the product's health benefits or safety, (c) the product's nutritional information, ingredients or composition, or (d) the usage of the product or its performance, features, price or effectiveness (collectively, "**Product Claims**"), Customer agrees to assume full responsibility for such Product Claims.

**19. DATA PRIVACY AND SECURITY:** The following definitions apply to this Section: "**Data Protection Laws**" means all federal, state, and foreign laws and regulations relating to the handling, Processing, security, protection, or privacy of Personal Data, where applicable. "**Personal Data**," "**Data Subject**," and "**Processing**" shall have the same meaning as in the applicable Data Protection Laws. If WestRock processes any Personal Data on behalf of Customer, WestRock agrees to comply with its obligations under applicable Data Protection Laws. WestRock will process Personal Data on behalf of Customer to provide the Goods and Services to Customer and shall not sell any Personal Data or share any Personal Data for cross-context behavioral advertising. To effectuate the sale of Goods and Services, WestRock processes the Personal Data as described in WestRock's privacy policy, under the section titled "Information You Share With Us as a Business Customer or Supplier," available at: <https://www.westrock.com/w/privacy-policy>.

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