



## GENERAL TERMS AND CONDITIONS OF SALE

1. **Acceptance.** These GENERAL TERMS AND CONDITIONS OF SALE ("**Terms**") are incorporated by reference in each order acknowledgement ("**Acknowledgment**") issued by the Magnera entity specified on the Acknowledgment ("**Magnera**") on any applicable order, invoice or agreement between Magnera and the buyer ("**Buyer**") of Magnera product(s) ("**Product(s)**"). Magnera and Buyer may be individually referred to herein as a "**Party**" and collectively as the "**Parties**". Acceptance of these Terms is a condition precedent to formation of any agreement between Magnera and Buyer. Magnera's acceptance of Buyer's order and performance is conditional upon Buyer agreeing to these Terms and the other provisions contained in or incorporated by reference into the applicable Acknowledgment (collectively, the "**Agreement**"). Magnera objects to and rejects any and all terms or conditions that are additional to or different from those set forth in the Agreement, whether such additional or different terms arise from prior, contemporaneous or subsequent oral or written communications, course of performance, course of dealing or usage of the trade, or which Buyer otherwise seeks to impose or incorporate, or otherwise.
2. **Invoice; Payment and Credit.** Magnera will invoice Buyer upon shipment of Product. To the extent that payment terms are not set forth in the Agreement, Buyer will pay Magnera for the Products no later than thirty (30) days from the date of invoice. If Buyer fails to make payment in strict accordance with the Payment terms set forth in the Agreement, then Magnera may, in addition to all other remedies, **(a)** immediately withhold shipments of any additional Product until the delinquent amounts plus interest, transportation and storage are paid; **(b)** repossess Product for which Buyer has not paid; **(c)** charge interest at one and one-half percent (1.5%) per month or the maximum legal rate, if lower, for each month or part thereof on which payment is not timely made; **(d)** declare breach and terminate the Agreement upon written notice in accordance with the terms hereunder and/or **(e)** recover all costs of collection, including reasonable attorneys' fees, disbursements and litigation costs. Magnera may, in its discretion, require Buyer to pay before delivery if Magnera determines that Buyer's creditworthiness is impaired. Magnera may recover for each delivery as a separate transaction without reference to any other delivery. Buyer shall pay all amounts not disputed in good faith. Buyer may not set off amounts claimed against Magnera in a different transaction or against one of Magnera's affiliates.
3. **Buyer's Obligations.** Buyer is responsible for selection, use, handling, transportation (if applicable) and disposal of Product. Magnera's price excludes, and Buyer is responsible for, all governmental taxes (including without limitation sales, use, excise, value-added and other similar taxes), duties and fees in connection with the purchase, transportation, storage, disposal, or subsequent resale of Product or otherwise resulting from Magnera's performance of the Agreement, whether now or hereafter imposed, levied, collected, withheld or assessed. If Magnera is required to impose, levy, collect, withhold or assess any such taxes, duties or fees on any transaction under the Agreement, then Magnera will invoice Buyer therefor, unless at the time of order placement, Buyer furnishes Magnera with a valid exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or fees. Failure by Magnera to impose, levy, collect, withhold, or assess any governmental taxes duties, or fees as required by any governmental agency does not relieve Buyer of its liability for such taxes as set forth in this section. Should Buyer be required by law to withhold or deduct any taxes, duties, or fees on any amount payable to Magnera, the amount payable shall be increased as may be necessary so that after making all required withholdings or deductions, Magnera receives an amount equal to the amount originally invoiced (excluding such withholdings or deductions). Buyer will **(a)** review handling or safety

information Magnera provides; **(b)** promptly convey such information to persons potentially exposed to the Product; and **(c)** follow safe handling, use, storage, transportation, and disposal practices. Magnera may terminate the Agreement immediately if Magnera believes Buyer is breaching any one of its obligations under this section.

4. **Analysis and Reverse Engineering Prohibited.** Buyer shall not **(a)** disassemble Product; **(b)** analyze, or have others analyze, Product or any portions thereof to determine its chemical composition, microscopic structure or method of manufacture; or **(c)** use any information derived from the use of Product in filing applications for, prosecuting, or otherwise obtaining or perfecting any patent or other intellectual property rights.
5. **Title, Volumes and Delivery.** Title to Product(s) will pass to Buyer upon full payment of the Price. However, title to Product(s) shipped from the USA will pass from Magnera to Buyer at the point in time immediately after the Product(s) leave the territorial waters of the USA (if shipped via ocean transport), or leave the overlying airspace of the USA (if shipped via air transport), or cross the USA border and enter into a foreign country (if shipped via ground transport), whichever occurs first. Each delivery shall stand as a separate contract and the failure of any delivery is not a breach of the Agreement as to others. The word “**delivery**” under the Agreement shall include tender of delivery of the Product to Buyer. Unless otherwise specified, Product will be delivered Ex Works (Incoterms 2020) Magnera’s facility in accordance with Magnera’s standard lead times then in effect. If the price includes freight, Magnera may increase the price on fifteen (15) days notice to Buyer to reflect increased transportation and handling costs. In addition, Magnera may discontinue deliveries of any Product, the manufacture, sale or use of which in its opinion would involve patent infringement. Upon delivery, Buyer assumes full responsibility and liability for compliance with government laws, rules and regulations relating to the Product, including without limitation those relating to unloading, discharge, storage, handling use and/or disposal of the Product. Magnera shall not be required to deliver in any month more than the amount expressly specified herein or more than the pro rata amount of Magnera’s maximum obligation. The lead time is specified in the Agreement (the “**Lead Time**”). The Lead Time is an estimate. Magnera does not guarantee a particular date for shipment and shall have no liability for any delay or failure in performance except in a case of gross negligence or wilful misconduct. If Magnera fails to deliver the Product within the Lead Time, Buyer shall be obliged to fix an appropriate time limit for subsequent performance of no less than four weeks. If Magnera fails to deliver the Product within said time limit, Buyer shall be entitled to cancel the delayed order. This cancellation of the delayed order is Buyer’s sole and exclusive remedy for the relevant delay.
6. **Packaging.** Magnera may, in its sole discretion, agree to special packaging, handling, transportation (including expediting) or insurance requested by Buyer, and if so, such special term(s) shall be for Buyer’s account and added to the invoice. Buyer shall: **(a)** properly dispose of all disposable containers; **(b)** return to Magnera within the free unloading time allowed empty, non-disposable containers and equipment provided by Magnera (“**Equipment**”) in the condition received, normal wear and tear excepted; and **(c)** be responsible for and promptly pay Magnera’s customary demurrage or detention charges for Equipment returned after the applicable free unloading period. Magnera shall neither use Equipment for any other purpose nor re-use, re-consign, or transfer it.
7. **Inspection and Claims.** Any claims relating to a Product (including without limitation for shortage or because of nonconformities) ascertainable upon inspection, must be particularized and made in writing to Magnera within thirty (30) days of delivery to Buyer; otherwise, the Product shall be deemed to have been accepted by Buyer. Any revocation of acceptance of all or any part of the Product on the basis of any latent non-conformity or other reason must particularize each non-conformity or other reason and be made in writing to Magnera within sixty (60) days of delivery of the Product to Buyer. Claims or revocations of acceptance that are not particularized, or which are made later than the

applicable period specified in this section, will be deemed waived by Buyer. Upon Magnera's request, Buyer must promptly make available to Magnera for inspection and testing any Product upon which Buyer has made a claim. Any action for breach by a Party, other than for non-payment, is time barred if legal proceedings are not commenced within one (1) year after the date of delivery, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. Buyer shall accept delivery of quantities within ten percent (10%) of those ordered, but need only pay for quantities actually delivered. Magnera's Product measurements shall govern unless proven in error. No weight claims or credits will be allowed unless gross shipment weight discrepancies exceed half a percent (0.5%) for delivered Product.

- 8. Limited Warranty.** SAVE TO THE EXTENT REQUIRED TO BE IMPLIED BY LAW AND SUBJECT TO THE OTHER PROVISIONS OF THESE TERMS, MAGNERA'S WARRANTIES ARE EXCLUSIVELY LIMITED TO THE FOLLOWING: **(a)** BUYER SHALL OBTAIN GOOD TITLE TO PRODUCT SOLD HEREUNDER; **(b)** AT DELIVERY SUCH PRODUCT WILL CONFORM IN ALL MATERIAL RESPECTS TO MAGNERA'S SPECIFICATIONS ATTACHED TO THIS SALES AGREEMENT; AND **(c)** PRODUCT DELIVERED HEREUNDER DOES NOT INFRINGE THE VALID AND ENFORCEABLE CLAIMS OF ANY U.S. PATENT EXTANT AS OF THE DATE OF THE AGREEMENT COVERING PRODUCT ITSELF, BUT MAGNERA DOES NOT WARRANT AGAINST INFRINGEMENT WHICH MIGHT ARISE BY THE USE OF SUCH PRODUCT ALONE OR IN ANY COMBINATION WITH OTHER MATERIALS, BY THE OPERATION OF ANY PROCESS OR OTHERWISE. MAGNERA MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND IN PARTICULAR, MAGNERA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE EVEN IF THAT PURPOSE OR USE IS KNOWN TO MAGNERA, AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF NON-INFRINGEMENT (INCLUDING NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS), EXCEPT AS EXPLICITLY WARRANTED IN SUB-SECTION 8(c) ABOVE, AND DISCLAIMS ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF THE TRADE. ANY INFORMATION, ADVICE OR ASSISTANCE WHICH MAGNERA MAY FURNISH TO BUYER IS GRATUITOUS AND SHALL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF THE RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT ALL SUCH ADVICE BEING GIVEN AND ACCEPTED AT BUYER'S RISK.
- 9. Limitation of Liability and Remedy.** SUBJECT TO ANY MANDATORY LEGISLATION (INCLUDING WITHOUT LIMITATION IN RESPECT OF PRODUCT LIABILITY) OR OTHER MANDATORY LAWS, MAGNERA'S TOTAL LIABILITY UNDER ANY THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID (OR PAYABLE) TO MAGNERA FOR THE PRODUCT SHIPMENT IN QUESTION. BUYER'S EXCLUSIVE REMEDY WILL, AT MAGNERA'S OPTION, BE THE REPLACEMENT OF NON-CONFORMING PRODUCT OR THE REFUND OF THE PARTICULAR SHIPMENT'S PURCHASE PRICE. MAGNERA SHALL NOT BE LIABLE TO THE BUYER WITH RESPECT TO ANY SALES OF PRODUCTS OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, WHETHER UNDER THEORIES OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY, OR OTHERWISE, FOR ANY LOST PROFITS OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF BUYER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND MAGNERA HEREBY DISCLAIMS ALL SUCH DAMAGES.
- 10. Force Majeure.** Neither Party shall be liable to the other for any failure to perform under the Agreement when such failure or delay shall be caused by any act of God (defined as a natural catastrophe that cannot be prevented such as, without limitation, an earthquake, tidal wave, volcanic eruption, flood or tornado), or events that are, in each case, beyond the reasonable control and without the negligence or willful misconduct of the Party so affected such as fire, labor disputes or trouble of any kind, inadequate labor supply, accidents to or breakdown of machinery or equipment, failure of usual sources of supply material, increased costs for compliance with environmental protection, health or safety regulations, government controls or restrictions of any kind, delay or failure of transportation, riot, invasion, act of terrorists, war, armed conflict, insurrection, embargo, blockade, pandemic, epidemic, or act of any governmental authority (each, an "**Event of Force Majeure**"). The Party whose performance is so affected shall provide prompt written notice to the other, shall indicate the estimated

duration of such Event of Force Majeure, and shall use reasonable efforts to mitigate the effects of such Event of Force Majeure. If such Event of Force Majeure continues for more than ninety (90) days, a Party has the option, at any time thereafter during which the Event of Force Majeure is continuing, to terminate the Agreement in its entirety, without liability, except to pay for Products shipped or delivered prior to the date of termination. If any such circumstances affect only a part of Magnera's capacity, Magnera may allocate production and deliveries among its customers and its own requirements as Magnera may fairly and reasonably determine. Quantities affected by this section may, at the option of a Party, be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected.

11. **Manufacturing Hardship.** If Magnera's total cost of production and transportation of the Product increases by more than five percent (5%) over Magnera's costs as of the date of the applicable Acknowledgment, Magnera may, on fifteen (15) days notice ("**Hardship Notice**") increase prices to maintain its original economic return. These changes will be considered accepted unless Buyer objects before the effective date of the Hardship Notice. Within five (5) days of Buyer's objection, if any, Magnera will advise whether (a) Magnera will continue to sell on the previous terms or (b) Magnera wishes to negotiate a mutually acceptable price with Buyer. Either Party may terminate the Agreement immediately by notice if the negotiations have not been finalized within twenty (20) days of the Hardship Notice; *provided, however*, that Magnera may during such twenty (20)-day period agree to sell on the previous terms. The Price in effect prior to the Hardship Notice will prevail during such negotiations.
12. **Termination.** In addition to the rights of termination under the Force Majeure and Manufacturing Hardship provisions above, a Party may terminate the Agreement upon written notice: (a) if the other Party is in material breach of the Agreement and does not cure such breach (i) within three (3) days of notice in the event of a payment delinquency or (ii) within thirty (30) days of notice for any other material breach; or (b) if the other Party (i) ceases to function as a going concern, (ii) makes an assignment for the benefit of creditors, or (iii) becomes the subject of any proceeding under applicable bankruptcy, receivership, insolvency or similar laws instituted by or against such Party. Termination shall not affect any debt, claim or cause of action accruing to any Party against the other before the termination and the rights of termination provided in this section are not exclusive of other remedies to which a Party may be entitled.
13. **Notices.** All notices must be in writing, addressed to the Party's contact noted on the sales agreement form and shall be delivered by one of the methods referenced in this section. Notice shall be deemed given on the date of (a) the applicable confirmation if delivered by fax, by hand or by overnight courier or (b) receipt or rejection, if sent certified mail, return receipt requested. Notices to Magnera must include an additional copy directed to Attn: Legal Department at Magnera Corporation, 4350 Congress Street, Suite 600, Charlotte, NC 28209 USA.
14. **Confidentiality.** The Parties acknowledge that in the course of performance of the Agreement, they may have access to or acquire information concerning Buyer or Magnera and their respective Affiliates, as the case may be, which is confidential and proprietary. The Parties also agree that the terms of the Agreement will be considered confidential information subject to this section. The Parties agree to hold all such information in strict confidence, not to disclose such information to third-parties (unless to Affiliates, employees or advisors with a need to know and subject to obligations of confidentiality no less strict than those set forth herein) and not to use such information for any purpose other than in connection with the Agreement. The foregoing restrictions on confidentiality and non-disclosure shall not apply to information (a) that is, at the time of disclosure, available to the general public; or (b) that, following disclosure, becomes available to the general public through no fault of the recipient; or (c) that is disclosed to the recipient without restriction on disclosure by a third-party which has the

legal right to disclose the same. The obligations set forth in this section shall survive, for a period of five (5) years, any expiration or termination of the Agreement. In the event that the Parties are already, at the time of the execution of the Agreement, subject to the terms of a currently valid confidentiality or non-disclosure agreement, the terms of such pre-existing confidentiality or non-disclosure agreement shall prevail over any term within this section that may be in conflict.

- 15. Export Compliance.** Buyer shall adhere to all Laws and Regulations of the U.S. Export Administration, the European Union, and other competent jurisdictions and shall not export or re-export any Products or Samples received from Magnera to any proscribed country or party listed in such jurisdiction's regulations. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products manufactured and/or supplied by a Magnera entity located in the European Union, which fall under the scope of Article 12g of European Council Regulation (EU) No 833/2014. The Buyer shall undertake its best efforts to ensure that the purpose of this Section 15 is not frustrated by any third party further down the commercial chain, including by possible resellers. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Section 15. The Buyer shall make available to Magnera information concerning compliance with the obligations under this Section 15 within two (2) weeks of the request of such information. Any violation of this Section 15 shall constitute a material breach of an essential element of this Agreement, and Magnera shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of the total value of the Products exported. The Buyer shall immediately inform Magnera about any problems or issues in applying this Section 15, including any relevant activities by third parties that could frustrate its purpose.
- 16. Governing Law and Jurisdiction.** The Agreement shall be interpreted in accordance with the laws of the country wherein Magnera's production facility supplying the Products under this Agreement is located, without giving effect to its conflict of laws principles. Any controversy or claim that may arise out of or in connection with the Agreement or the individual sales transactions resulting therefrom that cannot be resolved after good faith negotiations shall be submitted to the exclusive jurisdiction of the competent courts in the country wherein Magnera's production facility supplying the Products under this Agreement is located. As applicable, the Parties waive trial by jury for any claim, action or suit asserted, brought or arising under the Agreement. The United Nations Convention on Contracts for the International Sale of Goods 1980 (CISG) shall not apply to or govern the Agreement.
- 17. Relationship of the Parties.** The relationship of the Parties shall be that of independent contractors and nothing herein shall be construed as creating a joint venture, partnership, agency or other relationship between Buyer and Magnera. Buyer is not authorized to enter into any contract, warranty or representation, or to create any expressed or implied obligation, on behalf of Magnera.
- 18. Advertisement/Use of Magnera's Name or Trademarks.** Buyer will not in any way whatsoever use or reference Magnera's name or any trademark or trade dress of Magnera, except with the prior written consent of Magnera, which may be withheld in Magnera's sole discretion.
- 19. Assignment.** Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, a Party may assign its rights and delegate its duties hereunder without such consent to an Affiliate or successor-in-interest pursuant to corporate reorganization, merger, acquisition or sale of all or substantially all of its assets or equity interest, provided however, that in the event of assignment by Buyer pursuant to this section, Magnera will have the right to require Buyer's successor-in-interest to complete Magnera's then-current credit application and demonstrate commercially reasonable creditworthiness. Should the Buyer's assignee's creditworthiness not be acceptable to



Magnera, Magnera shall have the right to reject the assignment or amend the terms and conditions herein. For purposes of the Agreement, “**Affiliate**” means any entity controlling, controlled by or under common control with a Party and “**control**” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. Any assignment in violation of this section shall be void and unenforceable. The Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Parties.

20. **Waivers.** The failure of a Party to insist upon strict adherence to any term of the Agreement shall not be considered a waiver or deprive that Party of the right to insist upon strict adherence to that term or any other term of the Agreement.
21. **Severability.** If any of the provisions of the Agreement are invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced according to the original intent of the Parties.
22. **Headings.** The section titles in the Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.
23. **Survival.** The termination or expiration of the Agreement shall not affect the survival and continuing validity of any provision that is expressly or by implication intended to continue in force after such termination or expiration, including, without limitation, all warranties, indemnification, limitations of liability, confidentiality obligations, payment, governing law; jurisdiction and venue, and other covenants and obligations of Buyer under the Agreement.
24. **Entire Agreement.** The Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, supersedes all prior contracts, correspondence, negotiations, discussions or understanding as well as any terms and conditions which may be attached to or incorporated in Buyer’s quotation(s), offer(s) or invoice(s). The Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. In the event of a conflict between the Agreement and any Exhibit, the Agreement shall prevail. In the event any purchase order, bill of lading or warehouse receipt delivered hereunder contains terms that are inconsistent or conflict with the terms of the Agreement or contains terms in addition to the terms of the Agreement, such inconsistent, conflicting and additional terms shall be of no force or effect and the terms of the Agreement shall in all events constitute the entire agreement of the Parties. The Agreement may not be amended or modified except by an instrument in writing signed by both Parties.