

DEUFOL WORLDWIDE PACKAGING, LLC
TERMS AND CONDITIONS OF SALE

1. Applicability.

1.1 Applicability of Terms and Conditions. These terms and conditions of sale (these “**Terms**”) are the only terms and conditions which govern the sale of Goods from and performance of Services by **Deufol Worldwide Packaging, LLC**, an Indiana limited liability company, with a principal place of business located at 4380 Dixie Highway, Fairfield, Ohio 45014 (“**Deufol**”) to the customer (“**Customer**”), identified in any accompanying or related Quotation or Order Confirmation issued by Deufol. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of Goods or performance of Services covered hereunder (a “**Prior Contract**”), the terms and conditions of such Prior Contract shall prevail to the extent they are inconsistent with these Terms. Deufol and Customer may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

1.2 Scope of Agreement. These Terms and the applicable Quotation and Order Confirmation (collectively, this “**Agreement**”) comprise the entire agreement between the Parties and, except for any Prior Contracts, supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement shall prevail over any of Customer’s general terms and conditions of purchase, regardless whether or when Customer has submitted its purchase order or any other purchase confirmation or other documents or terms. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend this Agreement. Any other terms and conditions shall be considered null and void and not enforceable.

1.3 Defined Terms. Capitalized terms used in this Agreement shall have the meanings assigned to them in **Schedule 1**, attached at the end of these Terms, or in the section of this Agreement in which they are first defined, unless the context clearly indicates otherwise.

1.4 Priority and Conflicts. In the event of any conflict or inconsistency among the provisions of this Agreement, the following order of precedence shall control: (a) first, these Terms and Conditions; (b) second, the applicable Quotation and/or Order Confirmation; and (c) if applicable, the Basic Order Terms of Customer’s Purchase Order but only for administrative purposes.

SECTIONS 2 THROUGH 13 APPLY TO BOTH THE SALE OF GOODS AND PERFORMANCE OF SERVICES BY DEUFOL.

2. Ordering Procedure.

2.1 Request for Quotation. If Customer wishes to purchase Goods and/or Services, Customer will request a written Quotation from Deufol. Each request by Customer shall include, as applicable, a description of the proposed specifications, quantities, requested delivery or service dates, ship-to or service locations, applicable drawings or designs, and any other information reasonably necessary for Deufol to prepare the Quotation. Unless otherwise stated, a Quotation will remain valid for acceptance for thirty (30) days from the date of issuance; *provided, however*, Quotations are based on information provided by Customer and conditions existing at the time of issuance and are subject to change or cancellation by Deufol at any time prior to acceptance.

2.2 Order Acceptance and Confirmation. Customer’s order shall become effective and a binding contract formed between the Parties through one of the following methods:

(a) *Electronic Execution:* Acceptance of this Agreement and the applicable Quotation by Customer by electronic means, including by clicking an “I agree” or “I accept” button, checking a box on an electronic platform, or by providing an electronic signature shall constitute Customer’s valid, binding, and enforceable acceptance of this Agreement to the same extent as a handwritten signature. Customer’s submission of a Purchase Order or acceptance or use of the Goods or Services following such electronic acceptance shall further evidence Customer’s acceptance of this Agreement. Any Purchase Order submitted by Customer in connection with an electronic acceptance shall be solely for administrative purposes and only Basic Order Terms which are consistent with the Quotation shall be incorporated into the contract formed between Customer and Deufol. The individual accepting or executing this Agreement on behalf of Customer by electronic action represents and warrants that he or she has full legal authority to bind Customer to this Agreement. Customer may not cancel or amend an electronically executed Agreement and applicable Quotation without Deufol’s prior written consent. Any approved cancellations or rescheduling may be subject to reimbursement of costs and expenses incurred by Deufol.

(b) *Order Confirmation:* Issuance of an Order Confirmation by Deufol for a Purchase Order submitted by Customer that is consistent with the terms set forth in the applicable Quotation shall constitute an acceptance of Customer’s order; *provided, however*, that the Purchase Order submitted by Customer shall be solely for administrative purposes and only

Basic Order Terms which are consistent with the Quotation shall be incorporated into the contract formed between Customer and Deufol. All other terms, conditions, or provisions set forth in any Purchase Order are hereby rejected and shall have no force or effect. The individual submitting a Purchase Order on behalf of Customer represents and warrants that he or she has full legal authority to bind Customer to this Agreement. Customer may not cancel or amend an order for which Deufol has issued an Order Confirmation without Deufol's prior written consent. Any approved cancellations or rescheduling may be subject to reimbursement of costs and expenses incurred by Deufol.

3. Prices and Service Fees; Payment Terms; Taxes.

3.1 **Prices for Goods.** Customer shall pay the prices for Goods stated in the applicable Quotation, which may be adjusted by Deufol prior to acceptance, or if no Quotation has been issued, Deufol's then-current prices for such Goods ("**Prices**"). The Prices for the Goods are based on the costs to manufacture or produce the Goods as of the date Deufol accepts the applicable Purchase Order. Deufol reserves the right to adjust the Prices, upon thirty (30) days written notice to Customer, if: (a) Deufol's costs to manufacture or produce the Goods increase by more than five percent (5%), compared to the Price stated in a Quotation or in effect at the time Deufol accepted the applicable Purchase Order, and/or (b) the applicable order, whether a single Purchase Order or a blanket Purchase Order, contemplates or requires a duration or period of performance exceeding ninety (90) days from the date of acceptance. Any price adjustment under Section 3.1(a) shall be limited to that portion of the Goods affected by such cost increase or extended duration. If Deufol adjusts the Prices based on increased costs to manufacture or produce the Goods, Deufol shall provide Customer with reasonable evidence of such cost increases upon request.

3.2 **Service Fees.** Customer shall pay the fees for Services ("**Service Fees**") in accordance with the applicable Quotation or Order Confirmation for such Services, provided that Deufol reserves the right to adjust or increase its Service Fees by providing Customer with at least thirty (30) days' prior written notice.

3.3 **Invoicing.** Unless otherwise agreed to in writing by Deufol, Deufol shall issue invoices (a) for Goods, upon the earlier of (i) placing the Goods in storage if subject to Storage Services or placed in storage pursuant to **Section 5.3**, or (ii) shipment of the applicable Goods, and (b) for Services, on a monthly basis. Invoices may reference the relevant Quotation or Order Confirmation number and specify the nature and quantity of Goods or Services provided, the applicable Prices or Service Fees, and any Taxes or other charges due to Deufol. Customer must notify Deufol in writing of any disputes regarding an invoice within ten (10) days of receipt; otherwise, the invoice shall be deemed accepted and payable in full. Undisputed amounts shall be paid in accordance with **Section 3.4** below, and any disputed amounts shall not relieve Customer of its obligation to pay all undisputed portions of any invoice. Electronic invoicing may be utilized if mutually agreed by the Parties.

3.4 **Payment.** Customer shall pay all invoiced amounts due to Deufol within thirty (30) days from the date of Deufol's invoice. Customer shall make all payments hereunder in US dollars by check, wire transfer or other electronic payment method acceptable to Deufol. Deufol reserves the right to charge interest on all amounts outstanding more than thirty (30) days after the invoice date at the rate of 1.5% per month or the maximum rate of interest allowed by applicable law, whichever is lower. In the event Customer is in default of any of the terms or conditions of this Agreement, including, without limitation, payment of any amounts owed to Deufol in a timely manner, Deufol may: (a) defer or suspend further shipments of Goods or performance of Services until Customer reestablishes satisfactory credit; (b) cancel the unshipped or unperformed portion of any Purchase Order and invoice Customer for incurred costs and reasonable profit without any liability for Deufol's failure to ship or provide the Goods or perform the Services; (c) make shipment of the Goods to Customer on a C.O.D. or cash in advance basis; or (d) pursue any other remedy available under this Agreement, at law, in equity or otherwise.

3.5 **Taxes.** Customer shall be responsible for payment of all Taxes arising from or relating to the manufacture, sale, or provision of any Goods or Services under this Agreement, including any amounts payable by Customer hereunder. If Customer claims exemption from any sales, use, or similar Taxes, Customer shall provide Deufol with a valid and properly executed exemption certificate or other documentation acceptable to the relevant taxing authorities evidencing such exemption. Unless and until such documentation is provided and accepted, Deufol shall be entitled to collect all applicable Taxes from Customer as required by Law. If Deufol is required by any Governmental Authority to collect and pay any Taxes on Customer's behalf, Deufol may invoice Customer for such amounts, which Customer shall pay in accordance with the payment terms of this Agreement.

4. Customer Obligations. In addition to any other obligations set forth in this Agreement, Customer shall: (a) respond promptly to any Deufol request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Deufol to perform the accepted Basic Order Terms in Customer's Purchase Orders in accordance with this Agreement; (b) provide such Customer materials as Deufol may reasonably request to perform the accepted Basic Order Terms in Customer's Purchase Orders in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and (c) obtain and maintain all necessary licenses and consents and comply with all Laws applicable to Customer's performance of this Agreement.

5. Customer-Caused Delays.

5.1 Customer-Caused Delays. If Customer fails or delays in performing any of its obligations under this Agreement, including, without limitation, (a) timely submitting releases, forecasts, specifications, approvals, or other required information, (b) arranging for or accepting delivery of the Goods or Services, or (c) otherwise causes delays, interruptions, or idle time for Deufol or its personnel, equipment, or subcontractors (each, a “**Customer-Caused Delay**”), Deufol shall not be deemed in breach or default as a result thereof.

5.2 Cost Recovery / Idle Time Charges. Customer shall be responsible for, and shall reimburse Deufol for, all additional costs, charges, and expenses incurred by Deufol as a result of any Customer-Caused Delay, including, without limitation: (a) idle time or standby time for Deufol’s labor, crews, or subcontractors; (b) remobilization, demobilization, or rescheduling costs; (c) equipment, vehicle, or facility standby charges; (d) overtime, inefficiencies, or lost productivity; storage, handling, or extended holding costs; and (e) any other reasonable out-of-pocket costs or internal costs incurred as a result of the delay. Deufol may invoice such amounts at Deufol’s then-current rates or as otherwise commercially reasonable under the circumstances. All amounts invoiced pursuant to this Section shall be due and payable in accordance with the payment terms of this Agreement, and shall be treated as amounts owed for Goods and/or Services (as applicable), without offset or deduction.

5.3 Failure to Take Delivery; Storage of Goods. If Customer fails to pick up, arrange for, or take delivery of any Goods within five (5) Business Days after being notified by Deufol that such Goods are available, or if Goods (including Goods packed with Customer’s materials) are not collected in a timely manner by Customer, Deufol may, at its sole discretion and without further notice, place the Goods in storage at Customer’s sole risk and expense. Deufol may charge a storage fee for such Goods at Deufol’s then-current rate for Storage Services. All costs and expenses incurred by Deufol in connection with the storage, including but not limited to storage charges, insurance, handling, and transportation, shall be payable by Customer upon demand. Deufol shall have the right to issue invoices for such storage costs and expenses, which shall be due and payable in accordance with **Section 3.4** of this Agreement. Placement of Goods in storage shall not relieve Customer of its obligation to pay for the Goods in accordance with the terms of this Agreement. Title to and risk of loss for such Goods shall pass to Customer upon Deufol’s placement of the Goods into storage, and Deufol shall have no further liability for the care, custody, or condition of the Goods thereafter.

6. Indemnification.

6.1 Indemnification. Customer shall defend (with counsel reasonably acceptable to Deufol), indemnify, and hold harmless Deufol and its Representatives, successors and permitted assigns (collectively, “**Indemnified Party**”) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, “**Losses**”), arising out of or resulting from any third-party Claim alleging: (a) a breach or non-fulfillment of any representation, warranty or provision of this Agreement by Customer or its Personnel; (b) any negligent or more culpable act or omission of Customer or its Personnel (including gross negligence, recklessness or willful misconduct) in connection with the performance of this Agreement; or (c) any failure by Customer or its Personnel to comply with any applicable Laws.

6.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Customer is not obligated to indemnify or defend (if applicable) an Indemnified Party against any Claim to the extent such Claim or corresponding Losses arise out of or result from the Indemnified Party’s or its Personnel’s gross negligence or more culpable act or omission (including gross negligence, recklessness or willful misconduct).

6.3 Claim Notice; Control of Defense. An Indemnified Party shall promptly notify the Customer in writing of any Claim for which Indemnified Party believes it is entitled to be indemnified pursuant to this **Section 6**. The Indemnified Party shall reasonably cooperate with Customer at Customer’s sole cost and expense. Customer shall promptly assume control of the defense at Customer’s sole cost and expense. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Customer shall not consent to any judgment or settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without the Indemnified Party’s prior written consent. The Indemnified Party’s failure to perform any obligations under this **Section 6** will not relieve the Customer of its obligations under this **Section 6**, except to the extent that Customer can demonstrate that it has been materially prejudiced as a result of such failure.

7. Insurance.

7.1 Minimum Required Insurance. During the Term and for a period of two (2) years thereafter, Customer shall, at its own expense, maintain and carry in full force and effect, at least the following types and amounts of insurance coverage, subject to the requirements set forth in **Section 7.2** below:

- (a) Commercial general liability with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of the Customer under this Agreement;
- (b) Worker's compensation with limits no less than the greater of (i) \$1,000,000, or (ii) the minimum amount required by Law;
- (c) Commercial automobile liability with limits no less than \$1,000,000, combined single limit for each occurrence involving personal injuries and/or property damage; and
- (d) If applicable, fire or other casualty insurance in accordance with **Section 21.5**; and
- (e) Umbrella (excess) liability for the coverages in **Section 7.1(a)** and **Section 7.1(c)** with limits no less than \$3,000,000.

7.2 **Additional Insurance Requirements.** Customer shall ensure that its insurance policies required pursuant to **Section 7.1**: (a) be issued by insurance companies reasonably acceptable to Deufol; (b) provide that such insurance carriers give Deufol at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage, provided that, prior to such cancellation, Customer has new insurance policies in place that meet the requirements of this **Section 7**; (c) except for the coverages described in **Section 7.1(b)** to **Section 7.1(d)**, name Deufol and its Affiliates, including, in each case, all successors and permitted assigns, as additional insureds; and (d) waive any right of subrogation of the insurers against Deufol and all of its Affiliates.

7.3 **Evidence of Insurance.** Upon the written request of Deufol, Customer shall provide Deufol with copies of the certificates of insurance and policy endorsements for all insurance coverages required by this **Section 7**, and shall not do anything to invalidate such insurance. This **Section 7** shall not be construed in any manner as waiving, restricting or limiting the liability of Customer for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Customer hereto to indemnify, defend and hold Deufol harmless under this Agreement).

8. Limitations of Liability. SUBJECT TO ANY ADDITIONAL LIMITATIONS OF LIABILITY IN FAVOR OF DEUFOL STATED IN THIS AGREEMENT:

8.1 **NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES.** IN NO EVENT SHALL DEUFOL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA, DOWN TIME, LOSS OF OPPORTUNITY, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DEUFOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 **MAXIMUM LIABILITY FOR DAMAGES.** EXCEPT AS SET FORTH IN THIS **SECTION 8.2** BELOW, IN NO EVENT SHALL DEUFOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO DEUFOL PURSUANT TO OR RELATING TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR USD \$250,000.00, WHICHEVER IS LESS. The limitation of liability set forth in this **Section 8.2** shall not apply to liability resulting from Deufol's gross negligence, recklessness or willful misconduct.

9. Confidential Information.

9.1 **Scope of Confidential Information.** From time to time during the Term, Deufol (as the "**Disclosing Party**") may disclose or make available to Customer (as the "**Receiving Party**") non-public or proprietary information about Deufol's business affairs, goods and services, confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, know-how, third-party confidential information, and other sensitive or proprietary information. Such information, as well as the terms and conditions of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is collectively referred to as "**Confidential Information**" hereunder. Further, Confidential Information shall include all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the Receiving Party or its Representatives which contain, are based on, or otherwise reflect or are

derived from, in whole or in part, any of the foregoing. Confidential Information does not include information that at the time of disclosure and as established by credible evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this **Section 9** by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

9.2 Protection of Confidential Information. Subject to **Section 9.4** below, the Receiving Party shall, during the Term and for five (5) years following the expiration or earlier termination of this Agreement:

(a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement;

(c) except as permitted by this paragraph, not publish or disclose (or assist or permit others to publish or disclose) the Disclosing Party's Confidential Information for any purpose whatsoever without the Disclosing Party's prior written consent, which it may withhold in its sole discretion. The Receiving Party may disclose Confidential Information only to such Personnel who need to know the Disclosing Party's Confidential Information to enable the Receiving Party to perform its obligations under this Agreement, provided that, prior to disclosure, each such Personnel is informed of the confidential nature of the Disclosing Party's Confidential Information and is bound by obligations of confidentiality and non-use with respect to such Confidential Information that are no less restrictive than the terms and conditions of this **Section 9**. In any event, the Receiving Party shall be liable for any breach of this **Section 9** by its Personnel; and

(d) not modify, alter, adapt, decompile, disassemble, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover or work around any part of the Disclosing Party's Confidential Information.

9.3 Required Disclosures. In the event that the Receiving Party is compelled by any court order, subpoena, discovery request or other legal process (collectively, "**Legal Process**") to disclose any of the Disclosing Party's Confidential Information, (a) unless prohibited by applicable Law, the Receiving Party shall provide the Disclosing Party with prompt written notice of the Legal Process so that the Disclosing Party may seek a protective order or other appropriate remedy preventing or limiting its disclosure; and (b) the Receiving Party shall, at the Disclosing Party's cost, provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains subject to the Legal Process, the Receiving Party shall disclose no more than that portion of the Disclosing Party's Confidential Information which, on the advice of the Receiving Party's legal counsel, such Legal Process specifically requires be disclosed and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Notwithstanding any required disclosure pursuant to Legal Process, any such disclosed information shall continue to be deemed Confidential Information and shall remain subject to all the terms and conditions of this **Section 9**.

9.4 Trade Secrets. The Parties agree that nothing in this Agreement shall be construed to limit or negate any common or statutory law relating to trade secrets, where such law provides a Disclosing Party with broader protection than that provided herein. Further, the Parties agree that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations with respect to such Confidential Information under this **Section 9** will survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Disclosing Party or its Personnel.

9.5 Return or Destruction of Confidential Information. Upon the expiration or earlier termination of this Agreement for any reason, Receiving Party shall: (a) return to the Disclosing Party (or at Disclosing Party's request, destroy) all documents and tangible materials constituting, containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information; (b) permanently erase all of the Disclosing Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems provided that such copies are destroyed in the ordinary course upon expiration of the applicable backup retention period and remain subject to the confidentiality obligations of this Agreement.

10. Intellectual Property Rights. Deufol shall retain all rights, title and interests in and to its Intellectual Property Rights, including any rights of Deufol in proprietary goods, services, data, and technology. Except as expressly provided in a written agreement

executed by an authorized representative of Deufol, nothing in this Agreement shall constitute or be deemed to be an assignment, conveyance, transfer, or license of Deufol's Intellectual Property Rights to Customer or any other Person. All rights, title, and interest in and to such Intellectual Property Rights are expressly reserved by Deufol. To the extent necessary for Deufol to perform the Basic Order Terms, Customer hereby grants to Deufol a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free license to the Intellectual Property Rights of Customer. Upon expiration or earlier termination of this Agreement, the license granted by Customer in the preceding sentence shall automatically expire. Notwithstanding anything herein to the contrary, any packaging manuals, packaging designs, standard operating procedures, or similar documentation, materials, or processes developed by Deufol and shared with Customer shall be owned exclusively by Deufol and constitute Deufol's Intellectual Property Rights and Confidential Information. Customer acknowledges and agrees that such materials shall not be used, disclosed, or reproduced except as expressly permitted under this Agreement, and all rights not expressly granted are reserved by Deufol.

11. Term; Termination.

11.1 Term. This Agreement shall commence as of the date that Customer executes the applicable Quotation or Deufol issues the applicable Order Confirmation, and unless sooner terminated in accordance with this **Section 11**, (a) with respect to Goods, continue until all Goods subject to the executed Quotation or Order Confirmation have been delivered, and (b) with respect to Services, continue until the Services described in the executed Quotation or Order Confirmation have been completed (collectively, the "**Term**").

11.2 Termination by Deufol.

(a) In addition to any remedies that may be provided under this Agreement, Deufol may terminate this Agreement and any outstanding Purchase Orders with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not materially performed or complied with any non-payment terms or conditions of this Agreement, in whole or in part, and such failure continues for thirty (30) days after Customer's receipt of written notice of default; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; and

(b) With respect to Storage Services, Deufol may terminate this Agreement for any reason or no reason upon ninety (90) days' prior written notice to Customer.

11.3 Termination by Customer. In addition to any remedies that may be provided under this Agreement, Customer may terminate this Agreement and any outstanding Purchase Orders with immediate effect upon written notice to Deufol, if Deufol: (A) has not materially performed or complied with any of the terms or conditions of this Agreement, in whole or in part, and such failure continues for sixty (60) days after Deufol's receipt of written notice of default; or (B) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

11.4 Effect of Termination.

(a) Upon the expiration or earlier termination of this Agreement, all amounts due from Customer to Deufol under this Agreement shall become immediately due and payable, without further notice to Customer.

(b) Expiration or earlier termination of this Agreement shall not affect any rights or obligations of the Parties that: (i) come into effect upon or after termination or expiration of this Agreement; or (ii) otherwise survive the expiration or earlier termination of this Agreement pursuant to **Section 13.11**.

(c) Upon the expiration or earlier termination of this Agreement, Customer shall promptly pay for and take delivery of any Goods ordered by Customer that are in Deufol's possession or control, and remove all Stored Goods in accordance with **Section 22**.

12. Force Majeure. Deufol shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Deufol's control, including, without limitation, the following force majeure events (each a "**Force Majeure Event**"): acts of God; flood, fire, earthquake, tornado, explosion, other natural or man-made disaster; epidemic, pandemic, viral or bacterial outbreak; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order, law, or action; embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages, or slowdowns or other industrial disturbances; telecommunication breakdowns, power outages or shortages, lack of facility or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and other events (whether similar or not to the previously listed events) beyond the control of Deufol.

Deufol shall give written notice of the Force Majeure Event to Customer as soon as practicable, stating the period of time the occurrence is expected to continue. Deufol shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Deufol shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If Deufol's failure or delay remains uncured for a period of forty-five (45) days following written notice given by it under this **Section 12**, either Party may thereafter terminate this Agreement upon ten (10) days' written notice.

13. General Provisions.

13.1 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

13.2 Waiver. No waiver by a Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.3 Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Deufol. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves Customer of any of its obligations under this Agreement.

13.4 No Third-Party Beneficiaries. Except as set forth in this **Section 13.4**, the Parties do not confer any rights or remedies upon any Person other than the Parties to this Agreement and their respective successors and permitted assigns. The Parties hereby designate the Indemnified Parties described in **Section 6** of this Agreement as third-party beneficiaries for the purpose of enforcing their respective rights under **Section 6**.

13.5 Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement or any transactions contemplated by or performed under this Agreement.

13.6 Resolution of Disputes. In the event of any dispute or controversy between Deufol and Customer arising out of or in any way related to this Agreement or any Goods or Services (each a "**Dispute**"), the Parties shall attempt in good faith to resolve through negotiation such Dispute. Either Party may initiate negotiations of any Dispute by providing written notice to the other Party, setting forth the nature of the Dispute. The recipient of such notice will respond in writing within ten (10) days with a statement of its position on and recommended solution to the Dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place or manner (which may include telephone or video conferences) within thirty (30) calendar days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute. If the Dispute is not resolved by these negotiations, such Dispute shall be subject to the provisions of **Section 13.7** below. Notwithstanding the foregoing, informal Dispute resolution efforts under this **Section 13.6** shall not (a) be applicable if expiration of the applicable time for bringing an action or claim is imminent, or (b) prohibit a Party from pursuing injunctive or other equitable relief to which it may be entitled.

13.7 Submission to Jurisdiction; Waiver of Jury Trial. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Charlotte and County of Mecklenburg. Each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.8 Equitable Relief. Customer acknowledges that its breach of **Section 9** (Confidentiality) and **Section 10** (Intellectual Property Rights) may cause Deufol irreparable damages, for which an award of damages would not be adequate compensation. In the

event of such breach or threatened breach, Deufol will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court of competent jurisdiction, in addition to any other remedy to which Deufol may be entitled at law or in equity; without the necessity of proving actual damages and without the posting of any bond, security, or other undertaking. Except as expressly stated otherwise herein, the rights and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

13.9 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth in the applicable Quotation or Order Confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

13.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13.11 Survival. Provisions of this Agreement, which by their nature should apply beyond their terms, shall remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: **Sections 1, 3.4, 5, 6, 7, 8, 9, 10, 11.4, 13, 14, 21, 22, 23.4, and 23.5.**

13.12 Amendment and Modification. This Agreement, including its Schedules, may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

13.13 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

13.14 Section Heading; Section References. The section and subsection headings used in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. Unless the context otherwise requires, all references to a “Section” herein shall mean the Sections of these Terms.

SECTION 14 APPLIES TO THE PERFORMANCE OF NON-STORAGE SERVICES BY DEUFOL.

14. Non-Storage Service Representation and Warranty.

14.1 Service Representations and Warranties. Deufol represents and warrants to Customer that it shall perform Non-Storage Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

14.2 Non-Storage Services Warranty Claims. Deufol shall not be liable for a breach of the warranty set forth in **Section 14.1** unless Customer gives written notice of the defective Non-Storage Services, reasonably described, to Deufol within fifteen (15) Business Days following the date of performance of such Non-Storage Services.

14.3 Exclusive Re-Performance Remedy. Subject to **Section 14.2** above, Deufol shall, in its sole discretion, either: (a) repair or re-perform any defective or non-conforming Non-Storage Services; or (b) credit or refund the price of such defective or non-conforming Non-Storage Services. **THE REMEDIES SET FORTH IN THIS SECTION 14.3 SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND DEUFOL’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14.1.**

SECTIONS 15 THROUGH 22 APPLY TO THE PERFORMANCE OF STORAGE SERVICES BY DEUFOL TO CUSTOMER.

15. Storage Services.

15.1 Storage Services. If Storage Services are described in an executed Quotation or Order Confirmation issued by Deufol, Deufol agrees to provide, for and on behalf of Customer, storage services (“**Storage Services**”) for those goods which Customer tenders for storage or requests that Deufol store from time to time, in accordance with the terms and subject to the conditions of this Agreement

(collectively, the “**Stored Goods**”). For the avoidance of doubt, Deufol shall have no responsibility or liability for any goods tendered by Customer for which Deufol has not agreed to accept by entering into the Quotation or issuing an Order Confirmation. Deufol shall provide the Storage Services at one or more Storage Facilities.

15.2 Storage Facility Receipt. Deufol may issue one or more Storage Facility Receipts in connection with the Stored Goods. As used herein, “**Storage Facility Receipt**” means a receipt or other document, and any attachment thereto, which describes those Stored Goods to be stored by Deufol at the Storage Facility. Deufol will only issue non-negotiable receipts for the Stored Goods. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Storage Facility Receipt issued to Customer in connection with the Stored Goods, the terms and conditions of this Agreement shall supersede and control.

15.3 Declaration of Value by Customer. Unless Customer provides written notice to the contrary within three (3) Business Days after Deufol accepts goods for Storage Services or otherwise issues a Storage Facility Receipt, the aggregate value of such Stored Goods shall be deemed to be less than USD \$10,000 (“**Assumed Value Threshold**”). If the actual value of any or all Stored Goods exceeds the Assumed Value Threshold, Customer shall declare the aggregate value of such Stored Goods in a written Notice served upon Deufol in accordance with this Agreement (a “**Declaration of Value**”), within three (3) Business Days after Deufol accepts such goods for Storage Services or otherwise issues a Storage Facility Receipt. Customer’s failure to provide a written Declaration of Value within such period shall constitute Customer’s acknowledgment and agreement that the aggregate value of all Stored Goods is at or below the Assumed Value Threshold. Deufol’s liability with respect to any Stored Goods for which no Declaration of Value has been provided shall be limited to the Assumed Value Threshold.

16. Tender Of Stored Goods For Storage.

16.1 Customer’s Representations and Warranties. Customer represents and warrants that it is the owner or has lawful possession of the Stored Goods and all right and authority to store them with Deufol and thereafter direct the release and/or delivery of the Stored Goods. Customer shall (a) tender any Stored Goods for storage only during Deufol’s posted business hours for the Storage Facility; (b) tender all Stored Goods to the Storage Facility properly marked and packed for storage and handling; (c) provide Deufol with information concerning the Stored Goods that is accurate, complete, and sufficient to allow Deufol to comply with all laws, rules and regulations concerning the storage, handling, processing, and/or transportation of the Stored Goods; and (d) furnish, at or prior to tender of the Stored Goods for storage, a manifest in a form approved by Deufol (including, if applicable, serial or registration numbers of Stored Goods) for the types of storage and other services requested.

16.2 Refusal or Return of Stored Goods. Deufol may refuse to accept any Stored Goods for storage if they do not conform to the description contained on the Storage Facility Receipt or any other requirements of this Agreement. BEFORE TENDERING ANY STORED GOODS THAT REQUIRE SPECIALIZED HANDLING OR WHICH CONSTITUTE OR CONTAIN DANGEROUS, HAZARDOUS, TOXIC OR FLAMMABLE MATERIALS, CUSTOMER SHALL IDENTIFY SUCH STORED GOODS AND SPECIAL HANDLING REQUIREMENTS TO DEUFOL IN WRITING AND DEUFOL MAY DECLINE TO STORE SUCH STORED GOODS. Customer is solely responsible for providing complete and accurate handling and storage instructions for the Stored Goods, including any applicable maintenance and/or safety procedures. If Deufol agrees to accept any Stored Goods that constitute or contain any dangerous, hazardous, toxic or flammable materials for storage, Deufol reserves the right to charge additional fees for the storage and handling of such Stored Goods.

16.3 Transportation Contracts. For all Stored Goods shipped to the Storage Facility, Customer shall ensure that the bill of lading or other contract of carriage (“**Transportation Contract**”), as well as all declarations to government regulatory agencies, identify Customer as the named consignee, in care of Deufol, and do not identify Deufol as the consignee. If any Stored Goods are shipped to the Deufol naming it as named consignee on the Transportation Contract, Customer shall promptly notify the carrier in writing that Deufol is the “in care of party” only, and that Deufol does not have any beneficial title or interest in the Stored Goods. Deufol may refuse to accept any Stored Goods tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Stored Goods. Whether Deufol accepts or refuses Stored Goods shipped in violation of this **Section 16.3**, Customer agrees to indemnify, defend, and hold Deufol harmless from (a) all claims for transportation, storage, handling, and other charges relating to such Stored Goods, including surcharges, undercharges, demurrage, truck/intermodal detention, and other charges of any nature whatsoever, and (b) any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of Deufol as consignee.

17. Access and Release of Stored Goods.

17.1 Release Orders. Customer shall provide Deufol with not less than forty-eight (48) hours’ advance written notice, on such form as Deufol may reasonably request (each, a “**Release Order**”), if Customer desires to order any Stored Goods be released from the Storage Facility. Subject to payment of all outstanding storage and other fees, Deufol shall release the requested Stored Goods to Customer or its designee within a reasonable period of time after Deufol’s receipt of a Release Order signed by Customer.

17.2 **Release of Stored Goods.** Customer shall give Deufol a reasonable period of time to carry out Customer's instructions for the release of Stored Goods identified in a Release Order to Customer or its designee. Deufol may rely, without liability, on any information contained in any Release Order or other communication from Customer. Customer shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Stored Goods.

18. **Transfer of Stored Goods.** Deufol may, upon forty-eight (48) hours' advance written notice to Customer, move any Stored Goods in storage from the Storage Facility to any of the other storage facilities owned or leased by Deufol. Deufol may, without notice, move any or all of the Stored Goods from one location within the Storage Facility in which the Stored Goods are stored to another location within the same facility.

19. **Storage Facility Lien.** Deufol shall have a lien on all of the Stored Goods and upon the proceeds from the sale thereof to secure Customer's payment of all fees, charges, and expenses hereunder in connection with the storage, transportation, preservation, and handling of the Stored Goods as well as for like charges and expenses in relation to any other Stored Goods whenever deposited with Deufol by Customer. Deufol may enforce this lien at any time, including by selling all or any part of the Stored Goods, in accordance with applicable law.

20. **Storage Charges.** With respect to Storage Services, Customer shall pay the storage charges and service fees at the rates set forth in the applicable Quotation or Order Confirmation. Unless otherwise agreed in writing by Deufol, all Stored Goods are stored on a month-to-month basis. Deufol may, upon thirty (30) days written notice, revise or adjust its rates during the time the Stored Goods are in storage. The Stored Goods are deemed to be received on the date that the Deufol accepts care, custody, and control of the Stored Goods, regardless of the unloading date or the date that the Storage Facility Receipt is issued. For the avoidance of doubt, a full month's storage charge will apply to all Stored Goods received during any given month, regardless of the day of receipt by Deufol.

21. **Standard of Care.**

21.1 Deufol shall not be liable for any loss or damage to the Stored Goods tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Deufol to exercise such care with regard to the Stored Goods that a reasonably careful person would have exercised under like circumstances. Deufol is not liable for losses or damages which could not have been avoided by the exercise of such care. For the avoidance of doubt, Deufol shall not be liable for any demurrage or detention, any delays in unloading inbound vehicles, trailers or other containers, or any delays in obtaining and loading vehicles, trailers, or other containers for outbound shipment unless Deufol has failed to exercise reasonable care.

21.2 Deufol shall not be liable for any breach of **Section 21.1** unless Customer gives written notice to Deufol of any claim within ten (10) Business Days after (a) release of the Stored Goods by Deufol or (b) Customer is notified by Deufol that loss or damage to part or all of the Stored Goods has occurred, as the case may be.

21.3 CUSTOMER AGREES THAT IN NO EVENT SHALL DEUFOL'S LIABILITY UNDER **SECTION 21.1**, EXCEED (I) USD \$0.50 PER POUND OF THE STORED GOODS SUBJECT TO ANY LOSS OR DAMAGE, OR (II) \$100,000, WHICHEVER IS LESS; PROVIDED, HOWEVER, DEUFOL'S LIABILITY UNDER **SECTION 21.1** MAY, UPON CUSTOMER'S WRITTEN REQUEST AT THE TIME OF SIGNING THIS AGREEMENT OR WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF A STORAGE FACILITY RECEIPT, BE INCREASED ON PART OR ALL OF THE STORED GOODS COVERED BY THIS AGREEMENT OR THE STORAGE FACILITY RECEIPT, IN WHICH EVENT INCREASED RATES OR CHARGES WILL BE MADE BASED UPON THE INCREASED VALUATION OF THE STORED GOODS. THE REMEDIES SET FORTH IN THIS **SECTION 21.3** SHALL BE DEUFOL'S ENTIRE LIABILITY FOR ANY BREACH OF DEUFOL'S OBLIGATIONS SET FORTH IN **SECTION 21.1**.

21.4 **Remediation Costs.** In the case of loss or damage to Stored Goods for which Deufol is not liable, Customer shall be responsible for all charges incurred in removing and disposing of such Stored Goods, including any environmental clean-up and remediation costs related to such Stored Goods and their removal and disposal.

21.5 **No Insurance By Deufol.** Deufol does not represent or warrant that the Storage Facility or the contents of the Storage Facility cannot be destroyed by fire or any other casualty or cause. Deufol shall not be required to maintain a watchman, and Customer acknowledges that Deufol's failure to do so will not constitute a breach of or negligence under this Agreement or otherwise. UNLESS EXPLICITLY AGREED OTHERWISE IN A WRITTEN DOCUMENT EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF DEUFOL, STORED GOODS ARE NOT INSURED BY DEUFOL FOR THE BENEFIT OF CUSTOMER AGAINST ANY LOSS OR DAMAGE HOWEVER CAUSED. During the Term, Customer shall, at its own expense, maintain and carry insurance in full force and effect against fire or other casualty in a sum no less than the full replacement value of all Stored Goods on deposit with the Storage Facility with financially sound and reputable insurers. Upon Deufol's request, Customer shall provide Deufol with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. Customer shall provide Deufol with

not less than thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurers to waive all rights of subrogation against Deufol's insurers and Deufol with respect to Customer's insurance.

22. Removal of Stored Goods.

22.1 If this Agreement is terminated for any reason, Customer shall promptly arrange for the removal of all Stored Goods from the Storage Facility, subject to payment of all outstanding fees and charges due hereunder, but in no event shall such removal take place more than fifteen (15) days after the date of such termination.

If Customer does not remove such Stored Goods from the Storage Facility by the expiration of such 15-day period, then Deufol may without liability remove and sell the Stored Goods at a public or private sale or auction, in the manner provided by applicable law. If Deufol, after a reasonable effort, is unable to sell such Stored Goods, it may dispose of them, in any lawful manner, without liability to Customer or any other person known to claim an interest in the disposed Stored Goods. Any proceeds from such sale or auction shall be applied first to all outstanding fees, charges, and expenses owed by Customer to Deufol, with any remaining balance refunded to Customer. Customer shall remain liable for any deficiency if the proceeds of such sale or auction are insufficient to cover all amounts owed to Deufol. If Deufol has been unable to remove or deliver the Stored Goods due to any reason specified in this **Section 22**, such Stored Goods shall be subject to storage charges until such Stored Goods are actually removed or delivered.

SECTION 23 APPLIES TO THE SALE OF GOODS BY DEUFOL TO CUSTOMER.

23. Sale of Goods.

23.1 Delivery. Delivery or shipment of Goods shall at all times be subject to the approval of Deufol's credit department. Unless otherwise agreed to in writing by the Parties, Deufol shall ship all Goods EXW (Ex Works as defined under INCOTERMS 2020), place of origin, which shall be Deufol's plant or facility. Title to and all risk of loss or damage to the Goods shall pass to Customer upon delivery of the Goods at Deufol's plant or facility to the carrier for shipment, and Deufol shall not be liable for any delays, loss, or damage in transit. Unless Customer provides Deufol with shipping instructions in advance, Deufol is authorized to make shipping arrangements on Customer's behalf and Customer shall be responsible for all costs and expenses associated therewith. Deufol will use reasonable commercial efforts to fulfill each order by the delivery date stated in the applicable Quotation or Order Confirmation but delivery dates are approximate only and Deufol shall not be liable for any losses or damages associated with Deufol's inability to meet any such delivery dates or other deadlines. Further, Deufol reserves the right to re-adjust shipment schedules without liability. Unless previously agreed to in writing by Deufol, Deufol will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges.

23.2 Quantity. If Deufol delivers to Customer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Basic Order Terms, Customer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the Prices set forth in the applicable Quotation or Order Confirmation, adjusted on a pro-rata basis.

23.3 Inspection of Goods. Customer shall inspect Goods received from Deufol within five (5) days after Customer's receipt of such Goods (the "**Inspection Period**") and either accept or, only if such Goods are Nonconforming Goods, reject such Goods. "**Nonconforming Goods**" means only the following: (a) the Goods shipped are different than identified in the applicable Basic Order Terms; (b) the Goods packaging incorrectly identifies its contents; or (c) the Goods are subject to damage or defects that are covered by the Warranty stated in **Section 23.4** below. Customer will be deemed to have accepted Goods unless it provides Deufol with written notice of any Nonconforming Goods prior to expiration of the applicable Inspection Period, stating all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably requested by Deufol (including the subject Goods, or a sample thereof, which Customer contends are Nonconforming Goods). If Deufol determines that such Goods are Nonconforming Goods, Deufol shall, at its option and expense, either (i) replace the Nonconforming Goods with conforming Goods, or (ii) refund to Customer the amount paid by Customer for the Nonconforming Goods. Customer may not return any Nonconforming Goods to Deufol without first obtaining a written return materials authorization ("**RMA**") from Deufol. Customer shall ship, at Deufol's option and expense, all Nonconforming Goods identified in an RMA to Deufol's designated facility or properly dispose of such Nonconforming Goods in accordance with Deufol's instructions (and provide written certification of such disposal). If Deufol exercises its option to replace Nonconforming Goods, Deufol shall ship to Customer, at Deufol's expense, the replacement Goods. Except as provided under this **Section 23.3** and in **Section 23.4**, Customer has no right to return Goods shipped to Customer pursuant to this Agreement. **SUBJECT TO CUSTOMER'S RIGHTS UNDER SECTION 23.4, THE REMEDIES SET FORTH IN THIS SECTION 23.3 ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS.**

23.4 Warranty Issues.

(a) Limited Goods Warranty. Unless Deufol expressly states a warranty in a Quotation issued by Deufol (each a “**Warranty**”) Deufol makes no representations, warranties, or guarantees of any kind, express or implied, with respect to the Goods, and Goods shall be provided strictly “AS IS,” “WHERE IS,” and “WITH ALL FAULTS”.

(b) Warranty Exclusions. Any Warranty extended by Deufol shall not apply or extend to claims, damages or losses resulting from or relating to: (i) improper installation, handling or storage of the Goods by anyone other than Deufol; (ii) carrier handling; (iii) neglect, accident, misuse, abuse or other causes or events beyond Deufol’s control; (iv) improper or adverse operating conditions; (v) Goods which have been repaired or altered by anyone other than Deufol, if such repair or alteration in Deufol’s judgment adversely affects the performance of the Goods; (vi) failure to adhere to Deufol’s handling and/or use instructions for the Goods; or (vii) use of the Goods other than for their intended purposes. To the extent that any Goods are designed and manufactured solely based on specifications, dimensions, drawings, measurements, or other information provided by Customer (“**Customer-Provided Specifications**”), Deufol shall not be obligated to independently measure, inspect, or verify the applicable Customer-Provided Specifications, and Deufol makes no representation or warranty, express or implied, regarding the fit, form or functionality of such Goods or that such Goods will satisfy Customer’s intended use or the results therefrom. Customer acknowledges and agrees that it assumes all risk associated with the accuracy and completeness of Customer-Provided Specifications, and that any incompatibility, misfit, or required modification resulting from inaccurate or incomplete Customer-Provided Specifications shall not constitute a breach of the Warranty or this Agreement.

(c) Warranty Claims Procedure. Deufol shall not be liable for a breach of any Warranty unless: (i) Customer gives written notice of the defect by no later than ten (10) days after the defect was discovered, or should have been discovered, by Customer; (ii) Deufol is given a reasonable opportunity after receiving Customer’s notice to examine such Goods and Customer (if requested to do so by Deufol) returns such Goods, or a representative sample thereof, to Deufol for an examination; and (iii) Deufol reasonably verifies Customer’s claim that the Goods are defective. Customer’s written notice of an alleged defect or warranty issue shall include complete information as to the nature and description of the defect, the date and location of receipt of the Goods, the quantity and identification (such as SKUs or lot numbers) of affected Goods, supporting documentation such as photographs or test results if available, reference to the relevant Quotation or Order Confirmation, and any steps already taken to address or investigate the issue.

(d) Third-Party Products. Customer acknowledges that some or all of the Goods purchased by Customer under this Agreement may constitute, contain, be contained in, incorporated into, attached to, or packaged together with products manufactured by a third-party (“**Third-Party Products**”). THIRD-PARTY PRODUCTS ARE NOT COVERED BY THE WARRANTY IN THIS SECTION 23.4 AND DEUFOL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY PRODUCTS. DEUFOL’S SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECTIVE, DEFICIENT OR NON-CONFORMING THIRD-PARTY PRODUCTS SHALL BE TO ASSIGN TO CUSTOMER ANY ASSIGNABLE MANUFACTURER’S WARRANTY APPLICABLE TO SUCH THIRD-PARTY PRODUCTS. CUSTOMER SHALL COMPLY WITH ALL REASONABLE INSTRUCTIONS OR DIRECTIVES OF THE MANUFACTURER AND/OR DEUFOL REGARDING THE RETURN OR OTHER DISPOSITION OF THIRD-PARTY PRODUCTS.

(e) Exclusive Remedies. DEUFOL’S SOLE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE OR NONCONFORMING GOODS COVERED BY A WARRANTY DESCRIBED IN SECTION 23.4(a) SHALL BE LIMITED, AT DEUFOL’S OPTION, TO REPAIR OR REPLACE THE DEFECTIVE OR NONCONFORMING GOODS OR TO ISSUE A REFUND OR CREDIT TO CUSTOMER FOR THE PURCHASE PRICE PAID FOR SUCH DEFECTIVE OR NONCONFORMING GOODS, PROVIDED THAT DEUFOL HAS RECEIVED WRITTEN NOTICE AND SATISFACTORY EVIDENCE OF THE DEFECT OR NONCONFORMITY IN ACCORDANCE WITH SECTION 23.4(c). FURTHER, CUSTOMER SHALL COMPLY WITH ALL REASONABLE INSTRUCTIONS OF DEUFOL REGARDING THE DISPOSITION OR DISPOSAL OF DEFECTIVE OR NONCONFORMING GOODS, AS APPLICABLE.

(f) No Other Express or Implied Warranties. THE WARRANTIES, IF ANY, EXTENDED BY DEUFOL IN ACCORDANCE WITH SECTION 23.4(a) ARE THE SOLE AND EXCLUSIVE WARRANTIES OF DEUFOL WITH RESPECT TO THE GOODS, AND DEUFOL MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION, VALUE, USEFULNESS, DESIGN, OR OPERATION OF THE GOODS; AND DEUFOL HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS.

23.5 **Recall.** If Deufol or any Governmental Authority determines that a Good contains a safety hazard, an unsafe condition, a serious defect or deficiency making it necessary that the affected Goods be recalled or withdrawn (collectively, a “**Recall**”), Deufol shall, in its reasonable discretion, determine the corrective actions to be taken, subject to the requirements of applicable Law. If Customer becomes aware of any information that may result in a Recall or if Customer receives any inquiry from any Governmental Authority or the media relating to the Goods or their distribution, Customer shall: (a) notify Deufol immediately in writing, and (b) except to the extent Customer has a legal requirement to disclose information to a Governmental Authority, Customer agrees that Deufol shall have sole discretion with regard to all decisions relating to whether to institute a Recall, as well as all decisions concerning any Recall strategy and execution. Customer shall cooperate with Deufol in executing any Recall, including recovering and disposing of all Recalled Goods, and coordinating with Deufol regarding any communication with Governmental Authorities concerning a potential or actual Recall.

SCHEDULE 1

DEFINED TERMS

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“**Agreement**” has the meaning set forth in **Section 1.2**.

“**Basic Order Terms**” means only the following information **Error! Reference source not found.**: (a) the Quotation reference number, (b) if applicable, the Purchase Order reference number, (c) a list of the Goods and/or Services to be purchased; (d) the quantity of each of the Goods or Services ordered; (e) the Requested Delivery Dates for Goods and/or periods of performance for Services; (f) the Price for each of the Goods to be purchased and/or the Fees for each of the Services to be purchased; (g) the billing address; and (h) the applicable delivery locations. For the avoidance of doubt, the term “**Basic Order Terms**” does not include any general terms or conditions of any Order.

“**Business Day**” means any day except Saturday, Sunday, or any other day on which commercial banks located in Charlotte, North Carolina are authorized or required by Law to be closed for business.

“**Claim**” means any Action brought against a Person entitled to indemnification under **Section 6**.

“**Confidential Information**” has the meaning set forth in **Section 9.1**.

“**Control**” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Declaration of Value**” has the meaning set forth in **Section 15.3**.

“**Service Fees**” have the meaning set forth in **Section 3.2**.

“**Non-Storage Service**” means any service provided by Deufol which does not constitute a Storage Service and which may include packing, kitting, and other order fulfillment services relating to Goods, and/or the preparation, assembly, and handling of Goods for shipment or delivery as specified in the applicable Quotation or Order Confirmation.

“**Goods**” means the goods identified in the applicable Quotation or Order Confirmation.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (a) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor’s certificates, petty patents, and patent utility models); (b) rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures, and other confidential and proprietary information and all rights therein; (f) semiconductor chips, mask works and the like; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“Losses” has the meaning set forth in **Section 6.1**.

“Person” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

“Personnel” of a Party means any agents, employees, contractors, or subcontractors engaged or appointed by such Party.

“Price” has the meaning set forth in **Section 3.1**.

“Purchase Order” means a written purchase order or other written order document issued by Customer to Deufol containing the Basic Order Terms.

“Order Confirmation” means Deufol’s written acceptance of the Basic Order Terms in a Purchase Order, including acceptance by email or other electronic means, or other written confirmation that Deufol will fulfill such Basic Order Terms.

“Quotation” means a written quotation issued by Deufol in response to Customer’s request for Goods and/or Services, which may include Prices for Goods, Service Fee, lead times, assumptions, scope, and other terms expressly set forth therein.

“Representatives” means a Party’s Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors, and permitted assigns.

“Services” collectively means Non-Storage Services and/or Storage Services.

“Storage Facility” means the storage facility owned or leased by Deufol and identified in the applicable Quotation or Order Confirmation.

“Storage” or **“Storage Services”** means the storage services provided by Deufol with respect to Customer Inventory.

“Storage Facility Receipt” has the meaning set forth in **Section 15.2**.

“Taxes” means any and all sales, use and other taxes, levies, duties, tariffs, fees or withholdings imposed, levied, withheld, or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

“Term” has the meaning set forth in **Section 11.1**.

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