

## **Inno-Pak, LLC**

### **Sale Standard Terms & Conditions**

#### **1. Acceptance of Terms and Conditions**

Any and all sales of Inno-Pak, LLC (“Inno-Pak”) products are subject to these terms and conditions and the acceptance by Inno-Pak, LLC or issuance of any purchase order, order or sale of products evidences your acceptance of these terms and conditions. Inno-Pak reserves the right to modify the terms and conditions at any time without prior notice and said modifications are incorporated into any sales transaction.

#### **2. Prices/Payment**

All prices are stated in U.S. Dollars and subject to change without notice. Prices do not include any sales, use, value-added, or other taxes, import duties, license fees or the similar charges related to the sale, and said taxes, fees and costs are the responsibility of purchaser. All amounts due for products are to be paid within thirty (30) days from the date of receipt of the products. All payments are to be made in US dollars by wire transfer, or other method as so reasonably requested by Inno-Pak, LLC, in accordance with instructions provided by Inno-Pak, LLC. All late payments shall accrue interest, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Inno-Pak, LLC shall also be reimbursed for all reasonable costs incurred by it in collecting any late payments, including reasonable attorneys’ fees and court costs. In addition to all other remedies available under any agreement or at law if any undisputed amount is not paid within the agreed upon payment terms, Inno-Pak, LLC may suspend the delivery of any products or terminate any agreement between the parties.

#### **3. Shipment/Delivery**

Inno-Pak, LLC shall select the method of shipment of and the carrier for the products. Inno-Pak, LLC may, in its sole discretion make partial shipments of products. Each shipment will constitute a separate sale and shall be paid pursuant to standard payment terms, whether such shipment is in whole or partial fulfillment of an order. Unless agreed to otherwise in writing by the parties, all shipments are FOB Origin Freight Prepaid, and the price stated by Inno-Pak, LLC for products does not include shipping and insurance to the delivery location identified by the purchaser. Purchaser is obligated to pay for all shipping and other charges directly to the carrier used by Inno-Pak, LLC. For products shipped FOB, Inno-Pak, LLC assumes the risk of loss to delivery of the products to the carrier or shipper. Inno-Pak, LLC shall pack and mark the products pursuant to the specifications agreed to by the parties, and upon shipment provide applicable shipment documentation, such as: the carrier name, container number(s), the date of shipment; and the bill of lading.

#### **4. Assumption of Risk**

Buyer agrees that at all times it will comply with all laws applicable to any agreement with Inno-Pak, LLC and/or related to any purchased or supplied product, including, but not limited to, any applicable law or regulation regarding the sale or resale of food or related packaging.

## **5. Intellectual Property**

Any use of the Inno-Pak, LLC patents, copyrights or trademarks without expressed written authorization from Inno-Pak, LLC is strictly prohibited. You recognize and acknowledge the ownership of the Inno-Pak, LLC patents, copyrights or trademarks and understand that you do not acquire, unless otherwise agreed to in writing by Inno-Pak, LLC, through purchase of any products from Inno-Pak, LLC any right, title, or interest in any patent, copyrights or trademarks of Inno-Pak, LLC. You also agree that you will not change, modify, create derivative works, and/or exploit the Inno-Pak, LLC patents, copyrights or trademarks.

## **6. Confidential Information**

Inno-Pak, LLC has disclosed or may disclose proprietary information to purchaser relating to Inno-Pak, LLCs customers, suppliers, licensors, methods of operation, financial status, cost of materials, price of products and services, market plans, product designs and concepts, product information, operational policies, and other business and/or technical information. Purchaser shall hold all such information confidential and shall not use said information for any purpose other than as required to perform its obligations under the invoice, purchase order or these Terms & Conditions. Purchaser shall not copy, duplicate or otherwise use Inno-Pak, LLC's product designs and concepts or other confidential and proprietary information for any reason other than to fulfill any obligation to Inno-Pak. The requirements of this Section shall apply to all information received from Inno-Pak, LLC other than: (a) information that is known to purchaser prior to its receipt from Inno-Pak, LLC, (b) information that is generally known in the public through no breach of this section by purchaser, and (c) information received by purchaser from any third party not bound to Inno-Pak, LLC to maintain such information confidential. The requirements of this Section shall survive for five (5) years following the last sale from Inno-Pak, LLC to purchaser.

## **7. Disclaimer of Warranties & Limitation of Liability**

EXCEPT AS SET FORTH HEREIN, INNO-PAK, LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL INNO-PAK, LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE SALE OR SUPPLY OF ITS PRODUCTS WHETHER OR NOT

EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

IN NO EVENT SHALL INNO-PAK, LLC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS REGARDLESS IF SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID TO INNO-PAK, LLC PURSUANT TO ANY AGREEMENT BETWEEN THE PARTIES.

## **8. Indemnification**

You hereby agree to indemnify, defend, and hold harmless, Inno-Pak, LLC, its officers, directors, managers, members, affiliates, employees, agents, and subsidiaries from and against all claims, actions, suits, demands, costs, and damages (including reasonable attorney's fees) asserted by any third party as a result of your acts or non-acts, negligence, or the resale of any products.

## **9. Default**

If purchaser: (a) becomes insolvent; (b) has a petition under any chapter of the bankruptcy laws filed by or against it; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver requested for or appointed to it; (e) fails to comply with any of its obligations under any invoice or these Terms & Conditions, then Purchaser may, in addition to its rights under these Terms and Conditions, at its option (1) cure the default at purchaser's expense; (2) terminate the purchase order, invoice, order, or any relationship between the parties; (3) immediately stop production or delivery of any outstanding order or purchase order. Inno-Pak, LLC is not required to provide purchaser with any notice to cure such default. Immediately after such termination, Inno-Pak, LLC may: (i) sell the products to any other party; (ii) seek immediate payment of any outstanding invoice; or (iii) collect from the purchase any additional expense, losses or damage which Inno-Pak, LLC may suffer.

## **10. Entire Agreement**

These Terms & Conditions, and any invoice or other written agreement between the parties, sets forth the entire agreement between Inno-Pak, LLC and purchaser related to the goods or services and supersedes any prior agreement, negotiations, or representation. Any terms & conditions set forth in any purchase order or any other document issued by purchaser do not amend or modify these terms & conditions, or any other written agreement between the parties, and unless agreed to in writing by Inno-Pak, LLC, are not enforceable against Inno-Pak, LLC, and are rejected.

## **11. Force Majeure**

Inno-Pak, LLC shall not be liable or responsible, nor be deemed to have defaulted under or breached any agreement, for any failure or delay in fulfilling or performing any term of any agreement, if such failure or delay is caused by or results from acts beyond Inno-Pak, LLC's control, including, but not limited to: (a) acts of nature; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) requirements of Law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority (whether or not having the effect of Law); (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortages of or delays in receiving raw materials; (j) pandemic or other health crisis; or (k) shortage of adequate power or transportation facilities.

## **12. Relationship**

Nothing set forth herein or through the sale of products is intended to or shall be construed to constitute or establish an agency, joint venture, partnership, or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

## **13. Modifications**

Any modification of any written agreement with Inno-Pak, LLC must be in writing and signed by all parties.

## **14. Severability**

If one or more of the provisions contained in these terms and conditions are held to be unenforceable under applicable law, such provision shall be appropriately limited in its scope. If any such limitation is not legally enforceable, such provision shall be excluded from these terms and conditions, and the balance of these terms and conditions shall be enforceable.

## **15. Governing Law/Jurisdiction**

These terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, United States of America, without regard to any choice of law principles. The Uniform Law on International Sale of Goods, Uniform Law on Formation of Contracts for International Sale of Goods, United Nations Convention on Contracts for International Sale of Goods of 1980, and the United Nations Convention on Limitations Period in the International Sale of Goods are hereby waived by the parties and do not apply to any sale of goods by Inno-Pak, LLC. Any dispute, controversy or claim arising out of or relating to the sale or supply of products shall be submitted for negotiation and resolution to the other party in writing, and the parties shall negotiate in good faith to resolve the dispute. If the parties are unable to resolve any dispute within thirty (30) days after delivery of the written notice of a dispute, either party may file litigation in the state court sitting in Delaware or Ohio, or the applicable U.S. District Court for the Southern District of Ohio. The parties agree that said courts are the sole and exclusive venue for any dispute related to the products or these Terms & Conditions, and the parties hereby submit to the personal jurisdiction of said court and waive any defense of lack of personal

jurisdiction or improper or inconvenient venue, and waive any service of process through the Hague or any other international body.