



Silgan Dispensing Systems Global Terms and Conditions of Sale

1. **Terms; Acceptance of Orders; Entire Agreement.** All purchase orders (“Orders”) received from a customer (“Customer”) by the Silgan Dispensing Systems legal entity(ies) named on the Order Confirmation (“Silgan Dispensing Systems”) are subject to acceptance by Silgan Dispensing Systems and Silgan Dispensing Systems reserves the right to reject any Order. Except as otherwise specifically agreed in writing by Silgan Dispensing Systems, acceptance of an Order is expressly conditioned on Customer’s assent to these Global Terms and Conditions of Sale (“Terms”) and the waiver by Customer of any terms and conditions contained in any Order, confirmation, or any other communications of Customer, whether previously or hereafter delivered to Silgan Dispensing Systems, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any terms or conditions herein. Silgan Dispensing Systems hereby gives notice of its objection to any additional or different terms or conditions in any such Order, confirmation or communication. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless whether or when Customer has submitted its order or such terms. Customer’s acceptance of these Terms constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements or understandings between the parties with respect to such subject matter. These Terms may not be altered or modified except in writing duly executed by both parties. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these Terms.
2. **Orders, Production and Shipping Dates.** Customer will be deemed to have accepted these Terms and the technical product specifications (“Specifications”) for the products at the time the Customer places the Order. Due to rapid changes in production levels and customer requirements, Silgan Dispensing Systems cannot commence manufacturing nor commit to an estimated schedule until it has received and accepted the Order. Silgan Dispensing Systems will schedule manufacturing of at the time of confirmation of an Order. The completion of the Order is subject to acts of God or public enemy, fires, severe weather, strikes and labor shortages, delays caused by or sanctions or embargoes imposed by governments, delays of suppliers in furnishing materials or services, and any other causes beyond Silgan Dispensing Systems’ control. Shipping dates are estimates and are not guaranteed. Silgan Dispensing Systems will use commercially reasonable efforts to make shipments as scheduled and may make partial shipments. Orders placed by Customer with Silgan Dispensing Systems may be cancelled by written notice not later than 4 weeks before the confirmed delivery date.
3. **Prices.** Prices for product and services will be as set forth on the quote or order acceptance, unless otherwise agreed to by the parties in writing. Prices identified in a quote are valid for thirty (30) days from the date of the thereof. Unless agreed by Silgan Dispensing Systems in writing, all prices exclude shipping and handling charges, sales, use, excise, VAT or similar tariffs, taxes or duties. Customer must pay these taxes or duties directly if the law permits or will reimburse Silgan Dispensing Systems if Silgan Dispensing Systems collects and pays them. If applicable, Customer will provide certificates of tax exemption in advance, or will provide evidence of tax payment upon request.
4. **Payment.** All payments are due in the currency specified on Silgan Dispensing Systems’ invoice. Customer shall pay all invoiced amounts due to Silgan Dispensing Systems within thirty (30) days from receipt of the invoice in the currency specified in the invoice unless otherwise agreed by the parties. If any payment is not made to Silgan Dispensing Systems by Customer when due, i) Silgan Dispensing Systems may suspend delivery of any remaining products, demand credit assurance, and ii) Customer shall pay interest at a rate of the greater or 1.5% per month or the highest rate permissible under applicable law, as well as any costs and expenses, including reasonable attorney’s fees, incurred by Silgan Dispensing Systems for the collection of any such overdue amounts.
5. **Delivery, Title and Risk of Loss.** Unless otherwise agreed to by Silgan Dispensing Systems in writing, products will be shipped EXW Silgan Dispensing Systems’ facility. Title to and risk of loss of the products shall pass to the Customer upon the Silgan Dispensing Systems making the products available to the Customer at the Silgan Dispensing Systems’ manufacturing facility, and thereafter the Customer shall assume all responsibility and liability for loss and damage to the products or resulting from the handling, transportation, storage or use of the products. All costs, if any, for insurance on the products shall be at the expense of the Customer.
6. **Force Majeure.** Silgan Dispensing Systems shall not be liable to Customer, nor be deemed to have breached these Terms for any failure or delay in performing when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Silgan Dispensing Systems, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

7. **Quantities.** Silgan Dispensing Systems will ship products within ten percent (10%) of the quantity ordered (over or under). Customer will accept and pay for the actual quantity of products shipped within this parameter and any amount shipped within this parameter constitutes full satisfaction of the Order.
8. **Specifications.** Silgan Dispensing Systems will manufacture product in accordance with its technical product specifications as provided to Customer (the "Specifications"). Customer bears sole responsibility for ensuring the suitability of the product for its intended use and compliance with all applicable local, municipal, provincial, federal and international laws, statutes, ordinances, rules, regulations or operating procedures now or hereafter enacted or promulgated by any legal or governmental entity. Customer is solely responsible for examining color and proofs for accuracy before production. If Customer desires any deviations, additions or exclusions from the Specifications, such changes must be agreed to in writing by Silgan Dispensing Systems prior to the Order. Customers are encouraged to independently evaluate the suitability of the products for their planned applications.
9. **Warranties.** All product delivered to Customer will, at the time of such delivery, be free and clear of all liens, security interests and other encumbrances and, for one year from the date of delivery, the product will conform, in all material respects, to the Specifications. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **Nonconforming Product.** Customer will inspect the products upon delivery and notify Silgan Dispensing Systems in writing of any suspected breach of warranties. Customer must hold such products for Silgan Dispensing Systems' inspection. Products may not be returned without written authorization from Silgan Dispensing Systems. Customer does not have the right to reject nonconforming product to the extent that: (a) the products were not stored in accordance with the Specifications, including the exposure to temperatures less than 5°C or higher than 25°C, or (b) Customer, or a third party misused, abused or damaged the product or allowed any other use, act or condition that caused the Product to fail to meet the Specifications. Customer must provide to Silgan Dispensing Systems all materials and documentation necessary for the investigation or resolution of any nonconforming product claims, including, but not limited to, product samples, weight tickets, and shipping and warehousing documents. Silgan Dispensing Systems will exercise its commercially reasonable efforts to, at its option, either replace at the original point of delivery, or allow a credit for, any such nonconforming products as soon as reasonably possible. Nonconforming product properly rejected by Customer will either be returned in accordance with Silgan Dispensing Systems' reasonable instructions and at Silgan Dispensing Systems' expense or disposed of by Customer in a manner authorized in advance by Silgan Dispensing Systems. This warranty and Silgan Dispensing Systems' remedial obligation hereunder will expire unless Customer notifies Silgan Dispensing Systems in writing of the warranty breach within eight (8) days from the date of discovery and prior to the expiration of the warranty period.
11. **Limitations on Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR NONCONFORMING PRODUCTS IS THE REPLACEMENT OF THE PRODUCTS OR A REFUND OR CREDIT OF THE PURCHASE PRICE PAID, WHICHEVER OPTION SILGAN DISPENSING SYSTEMS SELECTS. SILGAN DISPENSING SYSTEMS' LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED TO THE ORDER SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PORTION OF PRODUCTS UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSE OF USE DAMAGES, ARISING OUT OF THIS ORDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **Compliance with Law.** Customer shall comply with all applicable federal, state provincial and local laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its business. Customer shall comply with all export and import laws of all countries involved in the sale of the products or any resale of the products by Customer. Customer assumes all responsibility for shipments of product requiring any government import clearance or license.
13. **Confidentiality.** "Confidential Information" means all Silgan Dispensing Systems know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transaction that is the subject of these Terms, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret or confidential including without limitation: Silgan Dispensing Systems' (1) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (2) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (3) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (4) confidential computer software, firmware,

data, databases, networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. Customer shall not, without express written consent of Silgan Dispensing Systems, use or disclose to any person, company or governmental agency any Confidential Information, except that Customer may disclose Confidential Information to those if its employees who need to know such information in connection with the transaction and who are bound to Customer not to disclose the Confidential Information to any other person, company or governmental agency. If Customer becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Customer will provide Silgan Dispensing Systems with prompt prior written notice of such requirements so that Silgan Dispensing Systems may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Customer agrees to furnish only that portion of Confidential Information that Customer, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Silgan Dispensing Systems agrees that Confidential Information shall not include information Customer can demonstrate: (a) was known by the public prior to initial disclosure by Silgan Dispensing Systems or subsequently becomes known to the public after initial disclosure through no act or omission of Customer in violation of these Terms; (b) was known by Customer prior to initial disclosure; (c) is disclosed to Customer by another person or entity who was under no obligation of confidentiality to Silgan Dispensing Systems with respect to the information; or (d) is independently developed by Customer without access to or use of Confidential Information, or violation of these Terms.

14. **Intellectual Property.** The sale of products or the performance of any services pursuant to the Order shall not be deemed to grant the Customer any rights, license or ownership interest in or to any intellectual property rights that pertain to the products purchased which may now or hereinafter be owned or controlled by Silgan Dispensing Systems, including but not limited to any patent, copyright or trademark rights in any sketches, drawings, prototypes, samples and/or final products shared with the Customer in product development and/or preparation.
15. **PCR.** To the extent an order contains products made from post-consumer recycled raw materials (“PCR”), as more specifically outlined in the applicable Specifications, the parties acknowledge that PCR by its nature includes variability as to raw material content. The parties acknowledge that PCR by its nature includes variability as to raw material content. Notwithstanding anything to the contrary in an agreement signed by the parties, or in other terms that may be applicable to the sale of such products, Silgan Dispensing Systems makes no representation as to the compliance of products made with PCR to applicable laws, including the provisions of (EC) Regulation No. 1907/2006 on the registration, valuation, licensing and restriction of chemical substances (“REACH Regulation”) and The California Safe Drinking Water and Toxic Enforcement Act of 1986 (“Prop 65”), unless otherwise specifically stated in the Specifications. Customer shall make its own determination as to what actions are necessary to comply with such laws and regulations and Silgan Dispensing Systems will have no liability relating to such laws.
16. **Governing Law.** Each Order will be subject to the law of the country at which the Silgan Dispensing Systems entity accepting the Order resides, without regard to such country’s conflicts of laws.
17. **Miscellaneous.** Headings set forth herein are inserted for convenience and have no effect on the interpretation or construction of these Terms. If any provision of these Terms is deemed as a matter of law to be unenforceable or null and void, such provision will be deemed severed from the Terms and the rest of the Terms will continue in full force and effect. The failure of either party to demand strict performance of the terms hereof or to exercise any right conferred hereby shall not be construed as a waiver or relinquishment of its right to assert or rely on any such term or right in the future. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Customer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Silgan Dispensing Systems. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under these Terms or any Order.
18. **Anti-Diversion.** The product(s) subject to these Terms, including any software, documentation and any related technical data included with, or contained in, such products, and any products utilizing any such products, software, documentation or technical data (collectively, “Regulated Products”) may be subject to export control laws and regulations. The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable law, regulation or rule. The Customer shall be responsible for any breach of this Section by its customers, agents, distributors, resellers or vendors. A breach of this Section shall be considered a material breach of any agreement between the parties relating to the products and Silgan Dispensing Systems may terminate any order for cause without penalty.
19. **The U.S. Foreign Corrupt Practices Act.** Customer, on behalf of itself and its parents, subsidiaries, or affiliates, warrants, with respect to the products and in the course of its performance under any Order, that it is fully in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., and any foreign counterpart thereto. Neither Customer nor its parents, subsidiaries, or affiliates, have made or will, with respect to the products and in the course of its performance under an Order, make a payment, offer or promise to pay, or authorize the payment of, money or anything of value (a) in order to assist in

obtaining or retaining business for or with, or directing business to, any foreign official, state-owned or state-controlled entity, foreign political party, party official, or candidate for foreign political office, (b) to a foreign official, foreign political party, or party official or any candidate for foreign political office, or (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to Customer, its parents, subsidiaries, or affiliates or to any other person, in violation of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq.