



**Silgan Dispensing Systems**  
**Global Terms and Conditions of Sale**  
**(Applicable to sales by Silgan Dispensing Systems Hemer GmbH)**

These global terms and conditions of sale (“Terms and Conditions”) are applicable to the offering, manufacture, sale and delivery of products and services (separately and jointly referred to as the “Products”) by Silgan Dispensing Systems Hemer GmbH (“SDS”). These Terms and Conditions apply only to sales to legal entities and not directly to consumers.

- 1. Terms; Acceptance of Orders; Entire Agreement.** The SDS legal entity receiving any purchase orders (“Orders”) from a Customer shall confirm such Order once accepted in writing (the “Order Confirmation”). SDS reserves the right to reject or modify any Order prior to Order Confirmation. Except as otherwise specifically agreed in writing by SDS, SDS’s acceptance of an Order is expressly conditioned on Customer’s assent to these Terms and Conditions and the waiver by Customer of any terms and conditions contained in any Order, Order Confirmation, or any other communications of Customer, whether previously or hereafter delivered to SDS, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any terms or conditions herein. SDS hereby gives notice of its objection to any additional or different terms or conditions in any such Order, Order Confirmation or communication. These Terms and Conditions shall prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its Order or such terms and conditions. Fulfillment of Customer’s Order shall not constitute acceptance of any of the Customer’s terms and conditions and shall not serve to modify or amend these Terms and Conditions. Customer’s acceptance of these Terms and Conditions 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, whether verbal or written, with respect to such subject matter. These Terms and Conditions 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 Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these Terms and Conditions.
- 2. Specifications; Production and Shipping Dates.** Customer shall be deemed to have accepted and confirms full knowledge of SDS’s technical product specifications (“Specifications”) for the applicable Products at the time the Customer places the Order. Upon Order Confirmation by SDS, the Order becomes binding and the Customer is required to purchase the volume of Products specified in the Order. Shipping dates are estimates and are not guaranteed. SDS will use commercially reasonable efforts to make shipments as scheduled

and may make partial shipments.

3. **Prices; Taxes; Setoff.** Prices for products and services shall be the pricing in the Order Confirmation. **SDS MAY MODIFY THE PRICE ESTABLISHED IN THE ORDER CONFIRMATION UNTIL THE DATE OF DELIVERY OR PERFORMANCE IF ONE OR MORE OF THE FACTORS USED TO ESTABLISH THE PRICE UNDERGOES A CHANGE, EVEN IF SUCH CHANGE WAS FORESEEABLE AT THE TIME OF THE QUOTATION. THESE FACTORS INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN PRICING OF ONE OR MORE OF THE FOLLOWING: RAW MATERIALS AND COMPONENTS, WAGES, SALARIES, SOCIAL SECURITY CONTRIBUTIONS, GOVERNMENTAL CHARGES, FREIGHT COSTS AND/OR INSURANCE PREMIUMS.** SDS shall notify the Customer via revised Order Confirmation, e-mail and/or letter of such increase(s) as soon as practicable prior to shipment. Unless agreed by SDS in writing, all prices exclude shipping and handling charges, sales, use, excise, VAT or similar tariffs, taxes or duties. Customer shall be responsible for and must pay these taxes or duties directly if the law permits or will promptly reimburse SDS if SDS collects and pays any such taxes. If applicable, Customer will provide certificates of tax exemption in advance, or will promptly provide evidence of tax payment upon request. Customer shall not unilaterally withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with SDS.
4. **Payment.** Customer shall pay all invoiced amounts due to SDS as specified in the Order Acceptance, or if not specified, within thirty (30) days from receipt of the invoice in the currency specified in the invoice. All payments are due in the currency specified on SDS's Order Confirmation or invoice and shall be paid by wire transfer or check. **IF CUSTOMER FAILS TO MAKE ANY PAYMENT WHEN DUE, SDS MAY, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE UNDER THESE TERM AND CONDITIONS AND/OR AT LAW (WHICH SDS DOES NOT WAIVE BY THE EXERCISE OF ANY OF THE FOLLOWING RIGHTS): (I) SUSPEND DELIVERY OF ANY REMAINING PRODUCTS, (II) DEMAND CREDIT ASSURANCE, AND/OR (III) CHARGE CUSTOMER INTEREST AT A RATE OF THE GREATER OF 1.5% PER MONTH OR THE HIGHEST RATE PERMISSIBLE UNDER APPLICABLE LAW, AS WELL AS ANY COSTS AND EXPENSES (AS PERMITTED BY LAW), INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY SDS FOR THE COLLECTION OF ANY SUCH OVERDUE AMOUNTS.**
5. **Delivery, Risk of Loss and Title.** Unless otherwise agreed to by SDS in the Order Acceptance, Products will be shipped EXW (Incoterms 2020) SDS's facility or other designated place of performance. The risk of loss and the risk of deterioration of the Products shall pass to the Customer upon SDS's making the Products available to the Customer at the SDS 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 are at Customer's sole cost and expense. If the Customer does not accept Product or if SDS' delivery is delayed for other reasons for which the Customer is wholly or partly responsible, SDS shall be entitled to dispose of or sell the Products, and to compensation for the resulting damages.

6. **Force Majeure.** SDS is not liable to Customer, nor deemed to have defaulted under or breached these Terms and Conditions for any Order, for any failure or delay in performing any obligation of these Terms and Conditions or an Order, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the control of SDS, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental orders, laws or actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national or regional emergency, revolution, insurrection, epidemics or pandemics, 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. In the event that SDS's failure or delay continues for a period of thirty (30) consecutive days, SDS may terminate an Order upon ten (10) days' written notice to Customer.
7. **QUANTITIES. SDS WILL SHIP PRODUCTS WITHIN TEN PERCENT (+/-10%) OF THE QUANTITY CONFIRMED IN THE ORDER ACCEPTANCE, CUSTOMER MUST ACCEPT AND PAY FOR THE ACTUAL QUANTITY OF PRODUCTS SHIPPED WITHIN THIS RANGE AND ANY AMOUNT SHIPPED WITHIN THIS RANGE CONSTITUTES FULL SATISFACTION OF THE ORDER. IN NO EVENT SHALL THE CUSTOMER BE ENTITLED TO OBJECT TO OR REJECT THE PRODUCTS OR ANY PORTION THEREOF BY REASON OF THE SURPLUS OR SHORTFALL AND SHALL PAY FOR SUCH PRODUCTS AT THE PRICE SET FORTH IN THE ORDER ACCEPTANCE.**
8. **Specifications; Compliance.** SDS will manufacture Product in accordance with its Specifications at the time of the Order acceptance. **SDS MAY SUBSTITUTE RESIN OR OTHER RAW MATERIALS USED IN THE PRODUCT UNLESS OTHERWISE EXPLICITLY PROHIBITED IN THE SPECIFICATIONS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE SUITABILITY OF THE PRODUCTS FOR THEIR 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 PROVIDING APPROPRIATE WARNINGS OR INFORMATION TO ITS CUSTOMERS AND END CONSUMERS AS TO THEIR USE OF THE PRODUCTS AND/OR ANY POTENTIAL DANGERS OR CONSEQUENCES RELATED TO THE USE OF SUCH PRODUCTS. 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 both Parties. SDS produces a wide variety of products, and Customers must independently evaluate the suitability of the Products (including any aspects that relate to compliance with industry-specific regulations) for their planned applications.
9. **Warranties.** All Products 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 (1) year from the date of delivery, the Product will conform, in all material respects, to the Specifications, subject to standard industry tolerances. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SDS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS AND THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY CONTRACT OR BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Customer must inspect all Products upon delivery. Customer shall provide notice in writing for apparent (or patent) claims under the warranty in Section 9 ("Patent Claims") within fifteen (15) calendar days following delivery of the Products. Customer shall provide notice of all claims under the warranty in Section 9 other than Patent Claims ("Latent Claims"), within one (1) year from the date of delivery and within fifteen (15) calendar days of the date when the Customer discovers or ought to have discovered the claim, whichever is earlier. ("Patent Claims" and "Latent Claims" collectively referenced as "Claims"). Claims shall expire if not asserted within the time periods provided herein. **CUSTOMER HEREBY AGREES THAT THE FIFTEEN (15) CALENDAR DAY PERIOD IS A REASONABLE PERIOD OF TIME IN WHICH TO INFORM SELLER OF SUCH CLAIMS.**

**IN NO EVENT SHALL SDS BE LIABLE FOR ANY CLAIMS UNLESS AND UNTIL ALL OF THE FOLLOWING ARE SATISFIED: (A) CUSTOMER PROVIDES TIMELY WRITTEN NOTICE UNDER THIS SECTION; (B) SDS IS GIVEN A REASONABLE OPPORTUNITY AFTER RECEIVING NOTICE TO EXAMINE THE PRODUCTS AND THE CUSTOMER (IF REQUESTED TO DO SO BY SDS) RETURNS SUCH PRODUCTS TO SDS'S PLACE OF BUSINESS AT THE CUSTOMER'S COST; AND (C) SDS REASONABLY VERIFIES THE CUSTOMER'S CLAIM THAT THE PRODUCTS DO NOT COMPLY WITH THE WARRANTY. SDS SHALL NOT BE LIABLE FOR ANY BREACH OF THIS WARRANTY IF: (I) THE CUSTOMER MAKES USE OF SUCH PRODUCTS AFTER GIVING SUCH NOTICE; AND/OR (II) THE CUSTOMER ALTERS OR REPAIRS SUCH PRODUCTS WITHOUT SDS' CONSENT; AND/OR (III) CUSTOMER, OR A THIRD PARTY (INCLUDING A FREIGHT CARRIER), MISUSED, ABUSED OR DAMAGED THE PRODUCTS OR ALLOWED ANY OTHER USE, ACT OR CONDITION THAT CAUSED THE PRODUCT TO FAIL TO MEET THE SPECIFICATIONS, AND/OR (IV) THE CLAIMS ARE DUE TO A FAILURE TO COMPLY WITH SPECIFICATIONS AND INSTRUCTIONS (INCLUDING ANY INSTRUCTIONS OR INDUSTRY STANDARDS RELATED TO STORAGE), AND/OR (V) THE CLAIMS ARE DUE TO NORMAL WEAR AND TEAR, (VI) THE CLAIM ARISES FROM THE TRANSPORTATION OF THE PRODUCT OR THE MEANS OF TRANSPORTATION USED, AND/OR (VII) THE CLAIMS RELATE TO A PRODUCT THAT WAS NOT INTENDED FOR RESALE OR FOR ANY OTHER FORM OF DISTRIBUTION, AND/OR (VIII) THE CLAIMS ARE DUE TO THE DESIGN OF A FINAL PRODUCT WHICH INCORPORATED THE PRODUCTS PURCHASED HEREUNDER, AND/OR (IX) THE CLAIMS ARE ATTRIBUTABLE TO ISSUES THAT WERE NOT ASCERTAINABLE GIVEN THE STATE OF THE SCIENTIFIC AND**

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If SDS confirms a Claim, SDS will exercise its commercially reasonable efforts to, at its option and sole discretion, either repair such Products, replace such Products at the original point of delivery, or allow a credit for any such Products, as soon as reasonably possible. Products properly rejected by Customer will either be returned in accordance with SDS's reasonable instructions or, at SDS's option, disposed of by Customer in a manner authorized in advance by SDS. Until the Claim is confirmed by SDS, Customer must pay for any replacement Product delivered.

**10. Limitations on Liability.** SDS IS LIABLE ACCORDING TO GERMAN STATUTORY LAW FOR INTENT AND GROSS NEGLIGENCE. LIABILITY OF SDS FOR SIMPLE NEGLIGENCE SHALL BE EXCLUDED, UNLESS SDS VIOLATES AN OBLIGATION WHICH IS ESSENTIAL FOR FULFILLING THE AGREEMENT AND WHICH THE CUSTOMER MAY REGULARLY RELY UPON. IN SUCH CASES, LIABILITY OF SDS IS LIMITED TO DAMAGE TYPICAL FOR AGREEMENTS OF SUCH KIND AND THE SCOPE AND AMOUNT OF THE DAMAGES FORFEASIBLE FOR SDS AT THE TIME THE AGREEMENT IS CONCLUDED. SDS' LIABILITY FOR CULPABLE DAMAGE TO LIFE, BODY OR HEALTH AS WELL AS ITS LIABILITY UNDER THE PRODUCT LIABILITY ACT SHALL REMAIN UNAFFECTED. ANY LIABILITY NOT EXPRESSLY PROVIDED FOR IN THE AFOREMENTIONED SHALL BE SUBJECT TO THE FOLLOWING: **TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS IS THE REPAIR OR REPLACEMENT OF THE PRODUCTS OR A REDUCTION, REFUND OR CREDIT OF THE PURCHASE PRICE PAID. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SDS'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED TO THE OFFERING, MANUFACTURE, SALE AND DELIVERY OF THE PRODUCTS SHALL NOT EXCEED CUSTOMER'S PURCHASE PRICE FOR THE PORTION OF PRODUCTS UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS 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 SDS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE OR OTHER INDIRECT DAMAGES OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF OR RELATING TO THIS ORDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION APPLIES EVEN IF THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CUSTOMER OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**11. 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 and obligations under these Terms and Conditions. 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. SDS is not responsible for any breach of this Section by its customers, agents, distributors, resellers or vendors. SDS may terminate any Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Products.

**12. Confidentiality.** “Confidential Information” means all SDS know-how, technical information, business information, data, designs, specifications, plans, drawings, material information, experience or knowledge reasonably related to the transaction that is the subject of these Terms and Conditions, 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: SDS’s (1) confidential manufacturing plans, processes, procedures, operations, materials, 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 the express written consent of SDS, use or disclose to any person, company or governmental agency any Confidential Information, except that Customer may disclose Confidential Information to those of its employees who are required to know such information in connection with the Order and who are bound to Customer by obligations not to use or disclose the Confidential Information to any other person, company or governmental agency on terms and conditions at least as restrictive as the terms and conditions contained in this Section. 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 SDS with prompt prior written notice of such requirements so that SDS 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 its best efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. SDS agrees that Confidential Information shall not include information Customer can demonstrate: (a) was known by the public prior to initial disclosure by SDS or subsequently becomes known to the public after initial disclosure through no act or omission of Customer or its employees in violation of these Terms and Conditions; (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 SDS 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 and Conditions as established

by documentary evidence.

- 13. Intellectual Property.** The sale of Products 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 SDS, 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 and/or sale.
- 14. Indemnity.** THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD SDS AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS TO THE MAXIMUM EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, EXPENSES OR OTHER LIABILITIES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, AS THE FOREGOING ARE INCURRED, ARISING OUT OF OR RELATING TO (A) ACTUAL OR ALLEGED INJURY TO ANY PERSON (INCLUDING DEATH) OR PROPERTY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CUSTOMER, (B) USE BY ANY PERSON OF THE PRODUCTS MANUFACTURED IN COMPLIANCE WITH THE SPECIFICATIONS AND INCORPORATED IN GOODS MADE OR DISTRIBUTED BY THE CUSTOMER, (C) NON-FULFILLMENT OR BREACH BY THE CUSTOMER OF ANY PROVISION OF THESE TERMS AND CONDITIONS, AND (D) ANY ALLEGATION THAT CUSTOMER-SUPPLIED INTELLECTUAL PROPERTY INFRINGES, VIOLATES OR MISAPPROPRIATES ANY PATENT, TRADE SECRET OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.
- 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. Notwithstanding anything to the contrary in these Terms and Conditions, an Order or any agreement signed by the parties, or any other terms that may be applicable to the sale of such Products, SDS 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 SDS will have no liability relating to such laws.
- 16. Governing Law and Choice of Venue.** Each Order will be subject to the law of the country at which the SDS facility listed on the Order Acceptance (the "Local SDS Facility") has its principal place of business, without regard to such country's conflicts of law or choice-of-law principles. Any legal action, suit or proceeding arising out of or concerning a dispute,

controversy or claim pursuant to, in connection with or in relation to these Terms and Conditions for an Order shall be submitted to and be subject to the exclusive jurisdiction of the courts in which the Local SDS Facility has its principal place of business. Each party expressly submits to the exclusive venue and jurisdiction of such courts.

- 17.Termination.** In addition to any remedies that may be provided under these Terms and Conditions, SDS may terminate an Order with immediate effect upon written notice to the Customer, if the Customer: (a) fails to pay any amount when due under such Order or these Terms and Conditions; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) 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.
- 18.Anti-Diversion.** The Products, including any software, documentation and any related technical data included with, or contained therein, and any products utilizing the 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 SDS may terminate any order for cause without penalty.
- 19.The U.S. Foreign Corrupt Practices Act; Anti-Bribery Laws.** Customer, on behalf of itself and its parents, subsidiaries, and 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. or any foreign counterpart thereto.
- 20.SDS Ownership of Tooling; Customer Tooling. UNLESS OTHERWISE PROVIDED IN THE WRITTEN ACCEPTANCE OF THE ORDER, TOOLING (EQUIPMENT, MACHINES, MOLDS,**



**PROTOTYPES, ETC.) SHALL REMAIN SDS'S PROPERTY AS AN INTEGRAL PART OF ITS PRODUCTION RESOURCES AND INTELLECTUAL PROPERTY, EVEN IN THE CASE WHERE CUSTOMER MAKES A FINANCIAL CONTRIBUTION AND/OR IN THE CASE WHERE IT CONTRIBUTES TO THE DEFINITION OF THE SPECIFICATIONS. A CUSTOMER CONTRIBUTION TO ALL OR PART OF THE COST FOR PRODUCING THE TOOLING SHALL NOT RESULT IN THE TRANSFER OF THE OWNERSHIP OF SUCH TOOLING TO CUSTOMER; SHALL NOT AUTHORIZE CUSTOMER TO ASK FOR THE TRANSFER OF SUCH TOOLING TO ANOTHER SUPPLIER; AND SHALL NOT IMPACT SDS'S ABILITY TO USE SUCH TOOLING IN THE PRODUCTION OF PRODUCTS FOR OTHER CUSTOMERS.** Only SDS's name shall be marked on the tooling. Only when Customer's ownership of tooling is expressly agreed in writing as an exception to the previous paragraph and the Customer bears all costs associated with the tooling (including, without limitation, tooling costs and expenses relating to development, repairs, modifications and restorations, duties, and taxes), will tooling belong to a Customer and be considered Customer property ("Customer Tooling"). Customer Tooling shall be kept on SDS's premises and SDS shall maintain such Customer Tooling in an operable condition in relation to its service life and its specific characteristics as stated and agreed in writing at the time of its delivery by or for Customer. Customer Tooling must be properly insured by Customer against damage to it or its destruction. Customer waives all rights of recourse against SDS and its insurers on such basis and shall require its insurers to waive such rights of subrogation against SDS. Customer Tooling shall be returned solely at the expiration of the Order related to the relevant Products, upon Customer's written request, with all associated costs paid by Customer, and after payment, by Customer, of all amounts due to SDS (regardless of the due date of such amounts). Ownership of Customer Tooling 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 Customer Tooling or to the Products manufactured with such Customer Tooling or purchased under the Order.

**21. Miscellaneous.** Headings set forth herein are inserted for convenience and have no effect on the interpretation or construction of these Terms and Conditions. If any provision of these Terms and Conditions is deemed as a matter of law to be unenforceable or null and void in any jurisdiction, such provision will be deemed severed from these Terms and Conditions and the rest of these Terms and Conditions will continue in full force and effect; provided, however, that such invalidity, illegality, or unenforceability shall not invalidate or render unenforceable such term or provision in any other jurisdiction. The failure of either party to demand strict performance of these Terms and Conditions 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. 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. These Terms and Conditions 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 and Conditions. Customer shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without SDS's prior written consent. 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 and Conditions or any Order. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in full force and effect after any termination or expiration of these Terms and Conditions or an Order, including, but not limited to the following provisions, Sections 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, and 21. SDS reserves the right to update the Terms and Conditions from time to time. The most updated version of the Terms and Conditions is available at <https://silgandispensing.com/resources/>, which shall automatically replace any and all preceding versions of the Terms and Conditions and constitute binding clauses between Customer and SDS for any new orders accepted by SDS after the publication of the most updated version. Customer's continuing performance of an order accepted by SDS prior to the publication of the most updated version of the Terms and Conditions signifies acceptance of the most updated version of Terms and Conditions, unless Customer otherwise notifies SDS in writing.