



EMBALL'ISO, INC.
TERMS AND CONDITIONS
FOR THE SALE OF GOODS AND SERVICES

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE PURCHASE ORDER BETWEEN EMBALL'ISO AND PURCHASER IDENTIFIED THEREIN:

1. Applicability.

(a) These terms and conditions of purchase (these "Terms") are incorporated by reference in the Purchase Order, Estimate, and/or Proposal (individually and collectively "Purchase Order"), and are the only terms that govern the sale of the goods ("Goods") and services ("Services") by Emball'ISO, Inc. ("Emball'ISO") to Purchaser named on the Purchase Order ("Purchaser"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of these Terms and Conditions shall prevail to the extent they are inconsistent with the terms of the written contract.

(b) The Purchase Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

(c) These terms prevail over any of Purchaser's general terms and conditions of purchase regardless of whether or when Purchaser has submitted its purchase order or such terms. Fulfillment of the Purchase Order by Emball'ISO does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods and Performance of Services.

(a) Emball'ISO shall deliver the Goods in quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties, subject to availability of finished Goods. Delivery dates given by Emball'ISO are estimates only and are subject to shipping variations and requirements. Emball'ISO shall not be liable for any delays, loss, or damage in transit.

(b) Emball'ISO shall deliver all Goods to the address specified in the Purchase Order, using Emball'ISO's standard methods for packaging and shipping such Goods. Purchaser shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the delivery point and will unload and release all transportation equipment promptly, so Emball'ISO incurs no demurrage or other expense.

(c) Emball'ISO may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's purchase order.

(d) If for any reason Purchaser fails to accept

delivery of any of the Goods on the date fixed pursuant to Emball'ISO's notice that the Goods have been delivered at the delivery point, or if Emball'ISO is unable to deliver the Goods at the delivery point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Purchaser; (ii) the Goods shall be deemed to have been delivered; and (iii) Emball'ISO, at its option, may store the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(e) Emball'ISO shall provide the Services to Purchaser as described and in accordance with the dates or schedule set forth on the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(f) With respect to the Services, Purchaser shall (i) cooperate with Emball'ISO in all matters relating to the Services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by Emball'ISO, for the purposes of performing the Services; (ii) respond promptly to any Emball'ISO request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Emball'ISO to perform Services in accordance with the requirements of the Purchase Order; (iii) provide such customer materials or information as Emball'ISO may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(g) If the Goods are to be manufactured or any process is to be applied to the Goods by Emball'ISO in accordance with a specification or design submitted by Purchaser, Purchaser shall (without prejudice to the other rights and remedies of Emball'ISO) indemnify Emball'ISO in full against any loss, costs, damages, charges, expenses and other liabilities suffered by Emball'ISO as a result of or in connection with: (a) any allegation relating to infringement of any patent, copyright, trademarks and service marks, rights in designs, database rights, rights to use or any other intellectual property rights of any kind of any person, firm or company and/or passing off and/or unauthorized use of confidential information which results from Emball'ISO's use of Purchaser's specification or design; and/or (b) any other liability of any kind to any third party including without limitation for defective goods, personal injury or death to the extent that it arises from Purchaser's specification or design.

(h) **PURCHASER ACKNOWLEDGES THAT EACH GOOD IS INTENDED FOR SINGLE USE ONLY.**

3. Title and Risk of Loss. Title and risk of loss passes

to Purchaser upon delivery of the Goods at the delivery point identified in the Purchase Order. As collateral security for the payment of the purchase price of the Goods, Purchaser grants to Emball'Iso a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Goods, wherever located, and whether now existing or hereinafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under the Pennsylvania Uniform Commercial Code.

4. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Emball'Iso on dispatch from Emball'Iso's place of business is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence proving the contrary.

(b) Emball'Iso shall not be liable for any non-delivery of Goods (even if caused by Emball'Iso's negligence) unless Purchaser gives written notice to Emball'Iso of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Emball'Iso for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Purchaser acknowledges and agrees that the remedies set forth in Section 4 are Purchaser's exclusive remedies for any non-delivery of Goods

5. Purchaser's Acts or Omissions. If Emball'Iso's performance of its obligations under a Purchase Order is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants, or employees, Emball'Iso shall not be deemed in breach of its obligations under the Purchase Order or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Inspection and Rejection of Nonconforming Goods.

(a) Purchaser shall inspect the Goods within three (3) days of receipt ("Inspection Period"). Purchaser will be deemed to have accepted the Goods unless it notifies Emball'Iso in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Emball'Iso. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Purchaser's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Purchaser timely notifies Emball'Iso of any Nonconforming Goods, Purchaser shall, in its sole

discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its expense and risk of loss, the Nonconforming Goods to Emball'Iso's facility, as provided by Emball'Iso. If Emball'Iso exercises its option to replace Nonconforming Goods, Emball'Iso shall, after receiving Purchaser's shipment of Nonconforming Goods, ship to Purchaser, at Purchaser's expense and risk of loss, the replaced Goods to the delivery point identified by Purchaser.

(c) Purchaser acknowledges and agrees that the remedies set forth in Section 6(b) are Purchaser's exclusive remedies for the delivery of Nonconforming Goods.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "Price"). Emball'Iso is permitted to increase the Price if Purchaser makes any material change to the quantity or type of Goods or Services purchased under the Purchase Order, each as reflected in a Change Order, as more fully detailed in Section 8.

8. Change Orders. Purchaser may with written consent of Emball'Iso, by written instructions and/or drawings issued to Emball'Iso (each a "Change Order"), order changes to the Goods and Services. Emball'Iso shall within ten (10) days of receipt of a Change Order submit to Purchaser a firm cost proposal for the Change Order. If Purchaser accepts such cost proposal, Emball'Iso shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Purchase Order, including these Terms.

9. Payment Terms. Purchaser shall pay all invoiced amounts due to Emball'Iso within thirty (30) days (unless otherwise stated in any quotation or purchase order, in which case such terms shall apply) after Purchaser's receipt of such invoice, except for any amounts disputed by Purchaser in good faith. In the event of a payment dispute, Purchaser shall deliver a written statement to Emball'Iso no later than thirty (30) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Purchaser agrees that its obligation to pay Emball'Iso is not contingent upon Purchaser's ability to obtain financing, Purchaser's successful completion of the project, receipt of payment from Purchaser's client, or any other event unrelated to Emball'Iso provision of Services and Goods. No deductions shall be made from any invoice on account of penalty, liquidated damages, or other sums incurred by Purchaser. It is agreed that all costs and legal fees, including actual attorney's fees, and expenses

incurred by Emball'Iso in obtaining payment under these Terms and any Purchase Order, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by Purchaser.

10. Termination. In addition to any remedies that may be provided under these Terms, Emball'Iso may, in its sole discretion, cease its delivery of Goods and/or Services under any Purchase Order with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under any Purchase Order; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; 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. In no event shall any termination relieve Purchaser of Purchaser's payment obligations to Emball'Iso.

11. Emball'Iso's Obligations Regarding Services. Emball'Iso shall use commercially reasonable efforts to: (a) before the date on which the Services are to start, obtain, and at all times during the term of the Purchase Order, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services; (b) ensure that all persons, whether employees, agents, or anyone acting for or on behalf of Emball'Iso, are properly licensed, certified or accredited as required by applicable law, if applicable; and (c) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used.

12. General Indemnification. Purchaser shall defend, indemnify and hold harmless Emball'Iso, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Emball'Iso. This Section shall not apply to Losses due to the gross negligence or willful misconduct of Emball'Iso.

13. Confidential Information. All non-public, confidential or proprietary information of Emball'Iso, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Emball'Iso to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with a Purchase Order is confidential, solely for the use of performing under the Purchase Order and may not be disclosed or copied unless

authorized in advance by Emball'Iso in writing. Upon Emball'Iso's request, Purchaser shall promptly return all documents and other materials received from Emball'Iso. Emball'Iso shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

14. Intellectual Property. All intellectual property rights, including copyrights, software, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights in and to all documents, work product, and other materials that are delivered to Purchaser under these Terms or prepared by or on behalf of Emball'Iso in the course of performing the Services shall be owned solely and exclusively by Emball'Iso, including any items identified as such in the SOW (collectively, "Emball'Iso Intellectual Property") shall be owned solely and exclusively by Emball'Iso. Purchaser shall take all commercially reasonable measures to safeguard Emball'Iso Intellectual Property (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Except as expressly permitted in these Terms or the applicable Purchase Order, Purchaser shall not and shall not allow any other person to use, modify, reverse engineer, bypass or otherwise modify or adapt or prepare derivative works or improvements to any Emball'Iso Intellectual Property.

15. Limitation of Liability.

(a) **IN NO EVENT SHALL EMBALL'ISO BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF ANY THIRD-PARTY PRODUCT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT EMBALL'ISO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL EMBALL'ISO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A PURCHASE ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT**

(INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED (i) THE TOTAL OF THE AMOUNTS PAID TO EMBALL'ISO FOR THE GOODS AND SERVICES PURCHASED BY PURCHASER IN THE PRIOR SIX (6) MONTHS OR (ii) FIVE THOUSAND DOLLARS (\$5,000.00), WHICHEVER IS LESS.

(c) The limitation of liability set forth in Section 15(b) shall not apply to (i) liability resulting from Emball'Iso's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Emball'Iso's acts or omissions.

16. Limited Warranty.

(a) Emball'Iso warrants to Purchaser that (i) for a period ending, the earlier of, (y) one (1) year from the date Emball'Iso tenders delivery of the Good or (z) the date of initial usage of the Good ("Warranty Period"), such Goods will materially conform to the specifications set forth in the Purchase Order; and (ii) Purchaser will receive good and valid title to the Goods, free and clear of all encumbrances and liens. The warranties under this Section do not apply where the Goods have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Emball'Iso, or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Emball'Iso or its authorized representative; or (iii) used with any third-party product, hardware, or product that has not been previously approved in writing by Emball'Iso.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 15(A), EMBALL'ISO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by Purchaser or a third party ("Third-Party Product") may constitute, contain, be contained in or incorporated into, or attached to, or packaged together with or within, the Goods. Third-Party Products are not covered by the warranty in Section 16(a). For the avoidance of doubt, **EMBALL'ISO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW,**

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) Emball'Iso shall not be liable for a breach of the warranty set forth in Section 16(a) unless: (i) Purchaser gives written notice of a claimed defect, reasonably described, to Emball'Iso within thirty (30) days of the time when Purchaser discovers or ought to have discovered the defect; (ii) Emball'Iso is given a reasonable opportunity after receiving such notice to examine the Goods affected and Purchaser (if requested to do so by Emball'Iso) returns such Goods to Emball'Iso's place of business at Emball'Iso's cost for the examination to take place there; and (iii) Emball'Iso reasonably verifies Purchaser's claim that such Goods are defective.

(e) Emball'Iso shall not be liable for a breach of the warranty set forth in Section 16(a) if: (i) Purchaser makes any further use of the Goods affected after giving notice of a claimed defect; (ii) a defect arises because Purchaser failed to follow Emball'Iso's oral or written instructions as to the storage, installation, use, or maintenance of the Goods; (iii) Purchaser alters or repairs the Goods without the prior written consent of Emball'Iso; or (iv) Purchaser makes any further use of the Goods after the initial use of such Good.

(f) During the Warranty Period: (i) Purchaser shall notify Emball'Iso, in writing, of any alleged warranty claim within five (5) days from the date Purchaser discovers, or upon reasonable inspection should have discovered, such alleged claim but in any event before the expiration of the applicable Warranty Period; (ii) Purchaser shall ship the relevant Goods within five (5) days of the date of its notice to Emball'Iso, at its expense and risk of loss, to Emball'Iso's facility in the Commonwealth of Pennsylvania for inspection and testing by Emball'Iso; (iii) if Emball'Iso's inspection and testing reveals, to Emball'Iso's satisfaction, that such Goods do not conform with the limited warranty set forth herein, Emball'Iso shall in its sole discretion, and at its expense (subject to Purchaser's compliance with this Section 16), either (y) repair or replace such Goods, or (z) credit or refund the Price of such Goods less any applicable discounts, rebates, or credits; and (iv) if Emball'Iso exercises its option to repair or replace, Emball'Iso shall, after receiving Purchaser's shipment of such Goods, ship to Purchaser, at Emball'Iso's expense and risk of loss, the repaired or replacement Goods to a location designated by Emball'Iso. Purchaser has no right to return for repair, replacement, credit, or refund any Goods except as set forth in this Section. In no event shall Purchaser reconstruct, repair, alter, or replace any Goods, in whole or in part, either itself or by or through any third party.

(g) THE REMEDIES SET FORTH IN SECTION 16(f) SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND EMBALL'ISO'S ENTIRE LIABILITY FOR ANY BREACH OF THE

LIMITED WARRANTY SET FORTH IN SECTION 15.

17. Liquidated Damages. In addition to any amounts due to Emball'Iso under any Purchase Order, if Purchaser fails to make prompt payment when due ("Purchaser Breach"), Purchaser shall pay to Emball'Iso an amount equal to two percent (2%) per day on any past due balance or One Hundred Dollars (\$100.00) for each day a Purchaser Breach continues, whichever is greater (the "Liquidated Damages"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that Emball'Iso's harm caused by a Purchaser Breach would be impossible or very difficult to accurately estimate at the time of contract, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a Emball'Iso Breach.

18. Preservation of Defenses. In executing these Terms, Purchaser agrees and understands that, except as expressly set forth in these Terms, Emball'Iso does not waive and expressly reserves all defenses, rights or immunities at law or in equity.

19. Compliance with Law. Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Purchase Order. Purchaser shall comply with all export and import laws of all countries involved in the sale of the Goods under the Purchase Order or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of Goods requiring any government import clearance. Emball'Iso may terminate the Purchase Order if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

20. Approvals. Emball'Iso shall not be liable for any delayed approvals under the Purchase Order that are beyond Emball'Iso's control, which shall include Purchaser's failure to provide Emball'Iso reasonable lead time for Goods manufacturing, as determined by the ordinary course of business.

21. Insurance. During the term of the Purchase Order and for a period of one (1) year thereafter, Purchaser shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 with financially sound and reputable insurers. Upon Emball'Iso's request, Purchaser shall provide Emball'Iso with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in these Terms.

22. Waiver. No waiver by Emball'Iso of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Emball'Iso. No failure to exercise, or delay in exercising, any right, remedy, power

or privilege arising from these Terms 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.

23. No Presumption Against Drafting Party. Each of the parties to these Terms acknowledges that it has been represented by or has had the opportunity to retain the advice of, independent counsel in connection with these Terms and the transactions contemplated by these Terms, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms 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.

25. No Third-Party Beneficiaries; Assignment. 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. Purchaser shall not assign any of its rights or delegate any of its obligations under a Purchase Order without the prior written consent of Emball'Iso. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under a Purchase Order.

26. Non-Reliance. Purchaser acknowledges and agrees that neither Emball'Iso nor any of its officers, directors, members, managers, equity holders, representatives or agents has made any representations or warranties to Purchaser or any of its agents, representatives, officers, directors, or employees except as expressly set forth in these Terms and, in making its decision to enter into the transactions contemplated by these Terms, Purchaser is not relying on any representation, warranty, covenant or promise of Emball'Iso or its officers, directors, members, managers, equity holders, agents or representatives other than as set forth in these Terms.

27. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Purchase Order, for any failure or delay in fulfilling or performing any term of the Purchase Order (except for any obligations of Purchaser to make payments to Emball'Iso hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable

control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Purchase Order; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) days following written notice given by it under this Section, the non-impacted party may thereafter terminate any pending Purchase Orders upon thirty (30) days' written notice.

28. Governing Law; Venue; Arbitration of Disputes. All matters arising out of or relating to these Terms and any Purchase Order are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Montgomery County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding. All disputes, claims and/or controversies between Emball'Iso and Purchaser arising out of the Agreement and any Purchase Order shall be resolved by final and binding arbitration, by a single arbitrator in accordance with the then existing dispute resolution rules of the American Arbitration Association ("AAA") (except that any dispute relating to trade secrets, confidentiality, Confidential Information, Emball'Iso Intellectual Property, or competition may, at Emball'Iso's election, be submitted to any court of competent jurisdiction). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Subject to any award under this Section, the parties shall equally share the costs of arbitration hereunder.

29. Fees and Costs of Prevailing Party. In any arbitration or other legal proceeding (the "Legal Action") arising out of or related to these Terms and any Purchase Order, the arbitrator or court of competent jurisdiction (the "Finder of Fact") shall award to the prevailing party, if any, the reasonable costs for legal representation incurred by the prevailing party in connection with the Legal Action. If the Finder of Fact determine a party to be the prevailing party under the circumstances where the prevailing party won on some but not all of its claims and counterclaims, the Finder of Fact may award the prevailing party an appropriate percentage of the reasonable costs for legal representation incurred by the prevailing party in connection with the Legal Action.

30. 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 on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by (a) personal delivery, (b) nationally recognized overnight courier (with all fees pre-paid), or (c) certified or registered mail (in each case, return receipt requested, postage prepaid), and (d) provided notice is delivered by a method set forth under subsection (a), (b), or (c), notice may also be sent by electronic mail. Except as otherwise provided in these Terms, 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.

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

32. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Limitation of Liability; Limited Warranty; Indemnification, Insurance, Compliance with Laws, Governing Law, Venue; Arbitration of Disputes; and Survival.

33. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

Last Updated: October 31st, 2024