

LANDMARK PLASTIC TERMS AND CONDITIONS (effective March 28, 2022)

In response to the request of the customer identified in the attached Sales Quote or Sales Order (%Customer-) for Landmark Plastic Corporation (%Landmark-) to supply Customer with certain goods (%Goods-), Landmark submits the attached Sales Quote or Sales Order and provides notice that the Goods to be delivered shall be supplied in accordance with the terms and conditions set forth below. Customer's agreement to purchase the requested Goods includes an acknowledgement of, and agreement to, the terms and conditions set forth below.

1. Pricing - Customer hereby covenants and agrees to pay Landmark for the Goods and Landmark agrees to supply the Goods to Customer subject to the following conditions:

- At any point in time more than ninety (90) calendar days prior to Proposed Ship Date, Landmark may, in its sole and absolute discretion, change the price of any or all of the Goods based on its costs of raw materials, including, without limitation, resin prices, and/or its costs of labor. If Landmark changes the price of any or all of the Goods, then Landmark shall send to Customer a written notice of such price change which may include an updated sales quote and/or sales order reflecting the revised price(s). Such written notice of price change is referred to herein as a %Price Change Notice-

- Customer may, within ten (10) days from Landmark having sent a Price Change Notice, cancel all or part of the non-customized Goods from the Purchase Order that were subject to a price change by notifying Landmark of such cancellation in writing within such ten (10) day period. For purposes of clarity, Landmark must receive Customer's cancellation notice within such ten (10) day period for such cancellation notice to be effective. If Customer fails to cancel all or part of such Goods that were subject to a price change in accordance with the foregoing, then Customer shall be obligated to consummate the purchase of the Goods subject to the revised price(s) for the Goods as set forth in the Price Change Notice and in accordance with the other terms of this Agreement. Landmark may send multiple Price Change Notices.

- At any point in time less than ninety (90) calendar days prior to Proposed Ship Date, Landmark may, in its sole and absolute discretion, change the price of any or all of the Goods based on its costs of raw materials, including, without limitation, resin prices, and/or its costs of labor. If Landmark changes the price of any or all of the Goods, then Landmark shall send to Customer a written notice of such price change which may include an updated sales quote and/or sales order reflecting the revised price(s) and Customer shall be obligated to consummate the purchase of the Goods in accordance with the terms of this Agreement.

- If Landmark does not send a Price Change Notice, then (i) the Purchase Order shall continue in full force and effect at the prices set forth on sales quote and/or sales order and (ii) Customer shall be obligated to consummate the purchase of the Goods in accordance with the terms of this Agreement.

2. Time and Manner of Payment; Credit - Customer shall pay all invoices within credit terms noted on sales quote, sales order and/or invoice. Customer's failure to pay any such invoice within noted credit terms shall subject Customer to interest in the amount of 1.5% per month of the unpaid invoice amount. Customer shall pay on demand all reasonable out-of-pocket costs of collection, including reasonable attorneys' fees, in connection with collection efforts for any invoice that is not timely paid by Customer to Landmark. Customer credit is extended based on the financial condition of Customer, expected purchase volume, timing, actual purchases, prior payment history and other factors. A new customer must complete a Landmark Application for Credit, which shall be submitted for review, acceptance and processing by Landmark and any extension of credit shall be subject to the terms and conditions of a separate instrument. Nothing contained herein shall be deemed to be an offer of credit to Customer.

3. Order Placement - All orders and changes are required to be submitted in writing. Please reference Landmark's quote number on purchase orders. Landmark provides electronic acknowledgements of all orders and changes, including promised shipping dates. Landmark will accept verbal orders and changes, provided they are confirmed by Customer in writing within three (3) working days of initial order or change. Failure to provide written documentation may delay order processing until the documents arrive. Final proofs of all requests for labels and/or custom printing must be confirmed in writing with Landmark Customer Service before purchase orders will be processed. Minimum quantities apply to all items, including colors and labeled or printed items. Contact your Regional Sales Manager for specific amounts.

4. Customization - All orders placed with any form of customization (e.g. non-standard color, printing or labeling) have 72 hours from order placement and approval to be changed or cancelled. After 72 hours from order placement, the order is considered a final sale.

5. Shipping - (U.S.A. and Canada) - It is incumbent upon the Customer to maximize order quantities to obtain the best possible price and to avoid freight costs. At time of quote and/or order, Landmark will include estimated freight on all quotes and orders based on order attributes. Final freight costs will be determined at time of shipment. Two (2) bulk boxes are considered 1 full pallet placement.

- Shipments of a full truckload (24+ pallets) will have freight waived/credited by Landmark at time of shipment. To qualify for a full truckload, the Goods shipped must be for the same due date and location.

- Shipments of 12 - 23 full pallets will be charged freight that is shared between Customer and Landmark. To qualify for shared freight, the Goods shipped must be for the same due date and location.

- Shipments of less than 12 full pallets will be charged full freight and will be shipped prepaid and add from Akron, Ohio.

- Customer pick-ups must be scheduled with Landmark's customer service at least 48 hours in advance of the requested pick-up date. Orders not picked up after 72 hours will be shipped by Landmark with the appropriate freight being charged to Customer.

- Title passes at the time the goods are loaded on to the carrier's vehicle.

- Claims for over or under-shipments of goods must be made in writing within 48 hours of receipt of the shipment. Lost or damaged goods should be reported to the carrier at the time of delivery. Contact LPCares@landmarkplastic.com, your Regional Sales Manager or Customer Service Representative to process the claim.

- Detention Charges, Driver Assistance fees, or other fees charged back to Landmark by freight companies will be charged to Customer:

- Any pre-shipper changes need to be communicated with customer service a minimum of 48 hours prior to shipping.

6. Product Returns -

- Returns are not authorized without prior, written approval from Landmark.

- No Credit or return authorization of any nature will be granted on invoices more than twelve months old.

- All approved merchandise returns will be inspected upon return to determine if full or partial credit will be issued. After inspection if a partial credit is determined a Landmark representative will contact you.

- No credit or return authorization of any nature will be granted for product with any form of customization.

- Freight charges related to any authorized return will be the responsibility of Customer.

- A restocking charge of 20% of the original invoiced amount will be deducted from the credit issued.

7. Force Majeure - Landmark will make its best efforts to deliver its product and services in the manner offered; however, we cannot be responsible for instances of Force Majeure. Force Majeure is understood to mean any act or event beyond our control which is unforeseen (or if foreseen is nevertheless unavoidable). Acts of Force Majeure shall include by way of example and not by limitation: disasters caused by natural phenomena, disruption in the oil or oil related product markets, epidemics, pandemics (including, without limitation, the COVID-19 pandemic), endemics, weather, acts of any governmental authority, war, rebellion, or any other civil disorder, fires, explosions, strikes or other concerted acts of workmen and/or criminal conduct of third parties. Landmark will provide verbal or written advice at the time we foresee any change in order status/content including orders that are re-targeted for any reason.

8. Limited Warranty and Limitations of Liability - Landmark warrants that the Goods it sells shall meet Landmark's specifications and that we will convey good title to Customer upon shipment. All claims under this warranty must be made in writing and delivered to Landmark prior to the expiration of one (1) year after the Goods have been delivered or be forever barred. Weights, capacities and other specifications are subject to change without notice and are provided for information purposes only and their accuracy is not guaranteed. THERE ARE NO WARRANTIES EXTENDING BEYOND THOSE IN THIS PARAGRAPH. CUSTOMER AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LANDMARK'S SOLE LIABILITY ON ANY CLAIM, WHETHER BASED UPON TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, SHALL BE LIMITED TO PRODUCT EXCHANGE OR REIMBURSEMENT OF A PORTION OR THE ENTIRE ORIGINAL PURCHASE PRICE. NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR WEAR CAPACITY, OR OTHERWISE, SHALL APPLY TO THE GOODS. IN NO EVENT WILL LANDMARK BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGE RESULTING FROM THE SALE, DELIVERY, USE OR HANDLING OF THE GOODS. CUSTOMER WAIVES ITS RIGHT TO A JURY TRIAL ON ANY CLAIM ARISING FROM ANY SALES TO CUSTOMER OF THE GOODS.

9. Governing Law, Jurisdiction and Venue - The supply to Customer of the Goods shall be governed by the laws of the State of Ohio, without application of its principles concerning conflicts of laws. The exclusive jurisdiction and venue for any dispute arising from or related to any Goods supplied by Landmark to Customer shall be in the state courts located in Summit County, Ohio or the federal courts located in Akron, Ohio.

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