# TERMS AND CONDITIONS OF PURCHASE

Please read these Terms and Conditions of Purchase (these "***Terms***") carefully. These Terms materially affect the parties' obligations. Radius Packaging, Inc., a Wisconsin corporation ("***Buyer***") is bargaining for and will do business only pursuant to these Terms, and Buyer's agreement to purchase goods ("***Goods***") and/or services ("***Services***," and together with any Goods, "***Offerings***") is expressly subject to and conditioned on the seller/provider of the Offerings ("***Seller***") assenting to these Terms.

1. **ACCEPTANCE.** This Agreement is an offer to purchase Offerings described on the Purchase Order. Buyer may revoke this offer at any time prior to its acceptance by Seller. Commencement of delivery or other indications of acceptance by Seller will result in a firm contract containing all of these Terms. Buyer's performance is conditional upon Seller's assent to these Terms. If any of these Terms are not acceptable to Seller, Seller shall promptly notify Buyer thereof. If Buyer does not receive Seller's written objection to these Terms within forty-eight (48) hours after Seller receives the Purchase Order from Buyer, or if Seller delivers any Goods or performs any Services, these Terms shall be deemed irrevocably accepted in their entirety by Seller.

2. **ENTIRE AGREEMENT.** These Terms, together with the email, purchase order, service order or similar form issued by Buyer and referencing these Terms (the "***Purchase Order***," and together with these Terms, this "***Agreement***"), are intended by the parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof. For the avoidance of doubt, the provisions of any quotation, order acknowledgement, invoice, or other writing inconsistent with these Terms will not constitute a part of the contract of purchase and sale, and Buyer's failure to object to provisions contained in any document or communication from Seller shall not be construed as an acceptance of any such provision or as a waiver of any term of these Terms. WITHOUT LIMITING THE FOREGOING, BUYER HEREBY EXPRESSLY OBJECTS TO ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT OR CONTRADICTORY TO THESE TERMS, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN ANY OTHER EMAIL, QUOTATION, ACKNOWLEDGEMENT, INVOICE, CONFIRMATION, OR OTHER DOCUMENT SUPPLIED BY SELLER, INCLUDING WITHOUT LIMITATION THOSE TERMS AND CONDITIONS LIMITING WARRANTIES, LIABILITY, REMEDIES AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by Buyer. No online or electronic terms or conditions will be binding upon Buyer even though such terms were "accepted" in order to access or use a system, including but not limited to an order entry system.

3. **PRICE.** Unless otherwise specified on the Purchase Order, the prices quoted and/or charged to Buyer include any applicable federal, state and local taxes, charges or duties. Seller's price shall not be higher than the price stated on the Purchase Order or the last price quoted by Seller or charged to Buyer, whichever is lower. No additional charges or fees of any kind or nature, including taxes, shipping or packaging charges, travel or other out of pocket expenses, customs, duties or other fees or assessments, will be allowed unless specifically agreed to by Buyer in writing or on the Purchase Order. Seller warrants that the prices charged Buyer on the Purchase Order are no higher than prices charged on orders placed by others for similar services or similar quantities of goods on similar conditions subsequent to the last general announced price change, and Seller agrees that any reduction in the price of Offerings subsequent to the date of the Purchase Order will result in a corresponding reduction in price to the Offerings under this Agreement, effective retroactively to the date of the Purchase Order. If Seller breaches this warranty, the prices of Offerings will be reduced accordingly, retroactive to the date of such breach.

4. **PAYMENT.** Seller acknowledges that payment by Buyer will not constitute acceptance of Offerings nor impair Buyer's right to inspect Offerings or invoke any of its remedies provided hereunder. Unless otherwise stated on the Purchase Order, payment terms shall be 2%/30 net 90. The invoice payment period and the determination of any discount periods will start on the later of the date (a) Seller's invoice is received at Buyer's accounts payable department, or (b) the applicable Goods or Services are received or completed at the appropriate location. If the invoice receipt by Buyer is delinquent, or if a pricing discrepancy results when comparing the invoice amount to the amounts listed on the Purchase Order or Offerings received, processing of the invoice may be delayed and Buyer shall nevertheless be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the purchase price at the time of payment shall accumulate to Buyer's benefit, and shall be payable to Buyer upon demand together with 6% annual interest from the date of Buyer's payment to Seller of the purchase price. Seller shall not retain any lien, security interest or other right in any Goods.

5. **SHIPMENT; RISK OF LOSS.** Unless otherwise specified in this Agreement, all shipments of Goods are DDP (Incoterms 2020) Buyer's facility. Risk of loss will pass to Buyer at the time Goods are delivered to the appropriate delivery location. Seller is responsible for arranging for shipment of Goods. Goods will be labeled, packed and shipped by Seller in accordance with any instructions by Buyer and in accordance with good commercial practices, to ensure the safe loading, transit, and unloading of Goods, and that no damage results from weather or transportation. No extra charges will be allowed for labeling, packing and shipping unless specified on the Purchase Order. Title to Goods will pass to Buyer upon delivery. All shipping dates, or dates for performance of Services, are firm, time being of the essence. The quantity of Goods delivered shall not be greater or less than the amount specified in the Purchase Order unless an additional amount is first ordered by Buyer in writing. In the event of any over or under shipment, Buyer shall be entitled to reject any or all of the shipment. Buyer may return excess quantities to Seller at Seller's sole risk and expense. Whenever any occurrence or event affecting Seller or its subcontractors or suppliers delays or threatens to delay the timely performance of this Agreement, Seller will immediately give written notice thereof to Buyer.

6. **FORECASTS.** Any forecasts provided by Buyer are non-binding and for planning purposes only. Any reliance on such forecasts by Seller shall be at Seller's sole risk and expense. Notwithstanding the foregoing, unless Seller objects to a forecast within forty-eight (48) hours of Seller's receipt of such forecast, Seller represents, warrants, and guarantees that Seller has adequate uncommitted capacity and resources to supply the forecasted amounts to Buyer.

7. **BLANKET PURCHASE ORDERS.** In the event that the Purchase Order states that it is a blanket purchase order, all quantities listed thereon shall be estimates only, and Buyer reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Any such Purchase Order shall not create any commitment on the part of Buyer to purchase any quantity of Goods or Services from Seller. With respect to such Purchase Orders, Buyer shall only be obligated to purchase, and Seller shall only be obligated to sell, Goods and Services in the quantities and at the times specified in the written instructions of Buyer or Buyer's authorized agent.

8. **CHANGES; CANCELLATION.**

(a) Buyer may, at any time before delivery or performance of the order, make changes in quantities, specifications, delivery destinations and schedules, methods of shipping and packing, or other methods of performance. If such changes cause an increase or decrease in prices or in time required for performance, Seller will notify Buyer thereof within five (5) days of receipt of such change by Seller, and an equitable adjustment will be made. If Seller

fails to provide timely notice in accordance with the foregoing sentence, such change shall be deemed finally and irrevocably accepted by Seller with no change in price or time for performance.

(b) Seller shall not make any changes to any of the terms of this Agreement, or to the components, composition, processes, materials, methods of manufacture, or material sources of supply with respect to any Offerings without first obtaining Buyer's prior written consent. Seller must notify Buyer of any such change prior to shipping any affected Goods or providing any affected Services to Buyer. Changes will not be binding on Buyer unless evidenced by a change order issued and signed by Buyer.

**9. TERMINATION.**

(a) Buyer may, in addition to all other remedies available to it, cancel the Purchase Order and/or this Agreement in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of any other breach or failure of any other of these Terms. Acceptance of any Offerings before or after the specified delivery date will not operate as a waiver of any of Buyer's rights, including its rights to damages for such early or late delivery. In the event of a late shipment, Buyer may require Seller to ship Goods via premium freight at Seller's sole cost and expense. Any provision in the Purchase Order providing for the delivery of Goods in installments shall not be construed as making the obligations of Seller severable.

(b) Buyer may terminate the Purchase Order and/or this Agreement in whole or in part, at any time and from time to time, and for any reason or no reason (including, without limitation, the commencement of any reorganization or proceeding involving Seller based on actual or alleged insolvency), without liability, by notice to Seller. When Seller receives such notice, Seller will take any necessary action to protect the property in Seller's possession in which Buyer has or may acquire an interest, and, to the extent specified in the notice, stop work and the placement of subcontracts under this Agreement and terminate work under subcontracts outstanding hereunder. Any claim by Seller relating in any way to a Purchase Order must be submitted to Buyer within fifteen (15) days after the completion or the effective date of the termination of such Purchase Order. Buyer reserves the right to accept or reject any such claim in whole or in part. Notwithstanding anything to the contrary contained in the Agreement, under no circumstances will Buyer have any liability to Seller relating to standard, non-custom goods that were not shipped by Seller prior to Buyer's termination of the Purchase Order, and under no circumstances shall Buyer be liable for any general, special, indirect, incidental, consequential or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

**10. SURVIVAL; TRANSITION ASSISTANCE.** The parties' rights and obligations that by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, confidentiality, and non-solicitation of employees will survive any termination or expiration of this Agreement. Following the expiration or termination of this Agreement for any reason, Seller agrees to provide Buyer with such transition assistance services as may be reasonably requested by Buyer, on an "at-cost" basis.

**11. NON-EXCLUSIVITY.** Nothing herein shall be deemed to require Buyer to purchase Offerings exclusively from Seller. Buyer has the absolute right to purchase goods and services, including Offerings, from sources other than Seller.

**12. COMPLIANCE WITH LAWS.** Seller shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of Goods, and the performance of Services. Seller represents and warrants that it is in compliance with, and will continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment, or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Offerings, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods or provision of Services under the Agreement. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. Seller represents and warrants that Seller is and shall at all times remain in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("***Economic Sanctions Laws***") against designated countries, entities and persons (each an "***Embargoed Target***"). Seller further represents and warrants that it is not an Embargoed Target or subject to any Economic Sanctions Law, and Seller shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any goods, including any Goods or any portion of the Offerings, to an Embargoed Target or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law. At Buyer's request, Seller will certify in writing its compliance with the foregoing.

**13. WARRANTY.** In addition to all warranties prescribed by law, Seller specifically represents, warrants and guarantees that: (a) all Offerings will conform strictly to their descriptions (whether oral or written, including on Seller's website or catalog), drawings, any samples and any applicable specifications; (b) all Offerings shall be of good merchantable quality and fit for the known purposes for which they are sold, provided that Seller shall have the burden of proving that it was unaware of Buyer's intended purpose, and absent such proof Seller shall be deemed to have known of Buyer's intent to use the Offerings in whatsoever manner Buyer actually uses the Offerings; (c) all Goods shall be free from defects in design, materials and workmanship; (d) all Goods shall be free and clear of all liens, encumbrances and rights of third parties; (e) Seller has good and marketable title to the Goods; (f) all Goods shall be new and not contain any reconditioned parts or materials; (g) each of Seller's employees, agents or representatives assigned to provide Services under this Agreement shall have the proper skill, training and background so as to be able to perform such Services in a competent, workmanlike, and professional manner; (h) all Services shall be performed in a competent, workmanlike, and professional manner, in accordance with all applicable industry standards and best practices; (i) all Goods and Services shall comply with all applicable federal, state, and local laws, regulations or orders; and (j) each Offering and Buyer's use thereof does not and shall not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names or other intellectual property or proprietary rights. In addition to the foregoing, Seller hereby assigns to Buyer, and covenants to fully cooperate with Buyer in enforcing, all rights and warranties provided by any third party manufacturer of goods or parts which are incorporated in, are a part of, or are provided to

Buyer in connection with, the Offerings. All warranties, including warranties prescribed by law, will run to Buyer, its successors, assigns, and customers, and to users and beneficiaries of Offerings.

14. **SELLER EXPERTISE.** Seller is an expert fully competent in all phases of the work involved in providing the Offerings under this Agreement. Seller agrees not to deny any responsibility or obligation to Buyer on grounds that Buyer provided recommendations, guidance, reviews, inspections, audits, approval, or assistance with regard to any aspect of this Agreement. Seller acknowledges Buyer's reliance upon Seller's expertise. Any reviews, inspections, acceptance quality levels, approved vendor lists, bill of materials, or approvals by Buyer will not relieve Seller of its obligations under this Agreement, nor waive any rights that Buyer may have. Seller will source and procure all materials and component parts for all of the Offerings in accordance with the requirements of this Agreement, and shall develop and implement a process for continuous improvement with respect to the same. Seller shall implement and maintain a quality management system or process that ensures 100% product conformance to applicable specifications and Buyer requirements.

15. **CERTIFICATES OF ORIGIN; COMPLIANCE WITH POLICIES.** Upon Buyer's request, Seller shall promptly provide Buyer with all certificates of origin or domestic value-added, and all other information related to the costs and places of origin of the Goods and the materials contained in the Goods or used in the performance of the Services, as may be required by Buyer to comply fully with all customs, tariffs, and other applicable governmental regulations. Seller shall comply with all applicable Buyer policies, and all policies of Buyer's customers, that are applicable to Seller and/or the Offerings and that Buyer makes Seller aware of. Without limiting the foregoing, Seller, and all suppliers, vendors, service providers, subcontractors, agents and representatives of Seller, shall comply in all respects with Buyer's Good Manufacturing Practices Quality Procedure and Buyer's Code of Conduct, each as may be updated by Buyer from time to time without notice, and as may be posted to Buyer's website or otherwise made available to Seller from time to time.

16. **SPARE PARTS AVAILABILITY.** Seller will maintain the capability to supply, and shall provide, spare parts (i.e., the entire Goods or portions of the Goods) and technical support for the Offerings during the term of this Agreement and for a period of fifteen (15) years thereafter (or longer period as may be required by law applicable to Buyer or Seller) under the terms and conditions of the this Agreement. Seller will give Buyer a last time buy option at the end of such period, and will notify Buyer in writing at least one hundred twenty (120) days prior to the conclusion of such period. Seller will notify Buyer in writing at least one hundred twenty (120) days prior to Seller's withdrawal of any Goods or components thereof, and such withdrawal will not occur during the term of the Agreement or the fifteen (15) year period described in this Section, and will not affect Seller's responsibilities under this Section related to spare parts availability or technical support.

17. **INSPECTION; ACCEPTANCE; REJECTION.** Offerings purchased hereunder are subject to inspection and approval at Buyer's designated destination. Buyer shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. Buyer reserves the right to reject and refuse acceptance of Offerings that are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or otherwise unsatisfactory to Buyer in its reasonable discretion, including after the initial inspection period. If any Offerings are rejected, at Buyer's option, and without limiting any other rights or remedies available to Buyer, (a) Buyer may cancel the Purchase Order without charge or expense to Buyer, Seller shall reimburse Buyer for any amounts paid by Buyer for such rejected Offerings, and Seller shall immediately reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Offerings, or (b) Seller will immediately replace all rejected Goods at no extra cost to Buyer, re-perform any rejected Services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Offerings. Buyer may inspect Seller's facilities and records, and that of Seller's suppliers and any approved subcontractors, upon not less than twenty-four (24) hours prior notice (written, verbal or otherwise).

18. **NO IDENTIFICATION AFTER BREACH.** If Buyer wrongfully rejects or revokes acceptance of any Offering, fails to make any payment when due, or repudiates with respect to any Offering covered by this Agreement, Seller will have no right to identify any goods to the contract after it learns of the rejection, revocation, breach or repudiation.

19. **PRODUCT RECALLS.** Either Buyer or Seller, in consultation with the other, may initiate a product withdrawal, market withdrawal, stock recovery, removal, or recall (a "***Recall***") with respect to any Goods. Seller will use its best efforts to remove all affected Goods from distribution channels and shall cooperate with Buyer in its efforts associated with any Recall. Seller will promptly notify Buyer of any request or order for a Recall of any Goods by any federal, state, or local authority or regulatory agency, and of any voluntary Recall initiated by Seller of any of the Goods, within twenty-four (24) hours. Seller will, in addition to any other remedies that may be available to Buyer, promptly reimburse Buyer for all costs, expenses (including attorneys' fees), losses and liabilities incurred by Buyer and/or its affiliates in connection with any Recall.

20. **INDEMNIFICATION.** Seller shall indemnify, defend, and hold Buyer, its direct and indirect parent and subsidiary entities and other affiliates, and its and their respective directors, officers, employees, representatives, agents, direct and indirect customers and product users, and each of the foregoing's respective successors and assigns, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses, of any kind whatsoever, including all attorneys' fees, arising from or relating to any actual or alleged (a) defect in any Offerings, (b) failure to comply with specifications in the Purchase Order or with the express and implied warranties of Seller, or any of the terms of this Agreement, (c) act or omission of Seller related to the provision, sale or use of any Offerings, (d) violation by any Offerings, or in their provision, manufacture or sale, of any law, statute, ordinance or administrative order, rule or regulation, or (e) infringement by any Offering of any patent, trademark, or other trade designation, trade secret, copyright, or other intellectual property right (other than infringement caused solely to specifications provided by Buyer).

21. **BUYER-FURNISHED PROPERTY; INTELLECTUAL PROPERTY OWNERSHIP.** Seller will not disclose to any other party, or use, reproduce, or appropriate, any material, tooling, dies, drawing, designs, or other property or data furnished by Buyer ("***Buyer-Furnished Property***"). All Buyer-Furnished Property is being provided for use on an as-is basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Title to Buyer-Furnished Property will remain with Buyer at all times. Buyer shall have no obligation to furnish any Buyer-Furnished Property, and Seller shall be solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly and proximately caused by Buyer. All Buyer-Furnished Property will be returned to Buyer at Seller's risk and expense upon termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. All designs, sketches, patterns, dies, tools, equipment, special appliances, computer programs, plans, documents, interfaces, data, configurations, models, designs, concepts, ideas, patents, trade secrets, and other intellectual property ("***Works***") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) by Buyer shall be Buyer-Furnished Property and subject to the terms of this provision. Seller agrees, and shall cause its employees and subcontractors to agree, that with respect to any Work that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Work is a "work made for hire" for Buyer.

To the extent that any of the Work does not constitute a "work made for hire," Seller hereby irrevocably assigns, and shall cause its employees and subcontractors to irrevocably assign to Buyer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Work, including all intellectual property rights therein. As to any Works purchased, furnished or used by Seller in its performance of its obligations under this Agreement which does not become Buyer-Furnished Property under the terms of this Section, Buyer has the option, at any time and from time to time, to purchase from Seller some or all of such Works, and upon the exercise of such option Buyer shall become the owner and entitled to possession of the same. The purchase price shall be limited to the lesser of the fair market value for such Works or the initial cost of such Works less any accumulated depreciation. Seller shall not sell or otherwise dispose of any Works without the prior written consent of Buyer. Seller will not acquire or claim any rights, title or interest in any intellectual property rights, including copyrights, patents, patent disclosures, inventions (whether patentable or not), trade dress, trade names, logos, corporate names, domain names, trademarks, service marks, trade secrets, know-how, specifications, and other confidential information of Buyer.

22. **INTELLECTUAL PROPERTY LICENSE.** To the extent not Buyer-Furnished Property, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully paid up, fully transferable, royalty free license to make, have made, repair, have repaired, use and sell the Goods and any invention, improvement or discovery (whether or not patentable) that Seller conceives, develops or first actually reduces to practice in the course of performing the Purchase Order. Seller agrees to and hereby does grant to Buyer: (a) an irrevocable, non-exclusive, fully paid up, fully transferable, royalty free license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable material ordered as Offerings, or incorporated in or supplied as a supplement with any Offerings; and (b) the right to reproduce, use and disclose for any purpose, all or any part of the reports, drawings, blueprints, data and technical information delivered or specified to be delivered to Buyer. In addition, Seller hereby grants to Buyer a perpetual (including after the termination of this Agreement), irrevocable, non-exclusive, fully paid up, fully transferable, sublicensable, royalty free license to manufacture the Goods, and/or goods incorporating or based upon the Goods, in whole or in part, with or without modification, and/or to have the same manufactured by one or more other or additional suppliers.

23. **SETOFF.** Buyer may set off any amount due from Seller, whether or not under the Purchase Order or this Agreement, against any amount due Seller hereunder.

24. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of or relating to Buyer or Buyer's direct or indirect affiliates, customers, and suppliers, including without limitation specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by or on behalf of Buyer, whether disclosed orally, visually or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," shall be deemed "***Confidential Information***," is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized by Buyer in writing. Seller agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Seller's employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein and who have a need to know such Confidential Information for the purpose of fulfilling Seller's obligations under this Agreement. Seller shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Seller may only be use the Confidential Information in the performance of this Agreement, and may not use the Confidential Information for any other purpose. Seller shall return to Buyer, or destroy, with such destruction certified in writing to Buyer, within five (5) days of the earlier of a request from Buyer or the termination of this Agreement, all Confidential Information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon, in whole or in part, the Confidential Information. This provision shall survive any termination of this Agreement for any reason, and in the event of any breach or threatened breach of this provision, Buyer shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the existence, amount or insufficiency of damages.

25. **SOLICITATION OF PERSONNEL.** For so long as there is any Purchase Order in effect between Buyer and Seller and for twelve (12) months thereafter, Seller agrees that it shall not solicit for employment any employee or contractor of Buyer. Seller agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties hereto.

26. **INSURANCE.** During the term of this Agreement and for two (2) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect in amounts and types customary in Seller's industry and satisfactory to Buyer. Buyer shall be named as an additional insured under Seller's insurance policies, and such policies shall be primary and non-contributory in favor of Buyer, and shall include a waiver of subrogation in Buyer's favor. All insurance policies must be underwritten by a company with a minimum A.M. Best Rating of A- VII. Certificates evidencing the required coverages must be furnished to Buyer prior to the commencement of any work and on an annual basis thereafter, and at any additional times upon Buyer's request. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in any of Seller's insurance policies. If Seller fails to maintain the insurance required herein, Buyer may, in its sole discretion, purchase such insurance on Seller's behalf and charge back the cost thereof to Seller, with a reasonable markup.

27. **NOTICES.** Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or, if delivered by hand, when so delivered. Notices to Seller may be delivered by email to any email address used by an employee of Seller in communicating with Buyer, and will be deemed given when sent to such email address.

28. **SUBCONTRACTING; ASSIGNMENT; DELEGATION.** Seller may not assign, whether voluntarily or involuntarily, this Agreement or any of Seller's rights hereunder nor delegate any of Seller's obligations hereunder without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section will be void. Buyer may assign this Agreement and any of Buyer's rights hereunder and delegate any of Buyer's obligations under this Agreement. If Buyer assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Seller shall, as relates to such part that was assigned or delegated, release Buyer from all liability under this Agreement relating thereto and hold the assignee solely responsible for performance of all such assigned or delegated obligations.

29. **APPLICABLE LAW.** The validity, construction, and enforcement of this Agreement is governed by and interpreted under the laws of the State of Wisconsin, including, without limitation, its provisions of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sales of Goods (CISG) does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Milwaukee County, Wisconsin. Seller waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in Wisconsin, and agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin. Service of process on Seller may be made through any form permissible for delivering a notice pursuant to Section 27. Seller shall pay Buyer any collection fees and all attorneys' fees incurred by Buyer in enforcing this Agreement or defending against any claim for breach of this Agreement. Buyer explicitly reserves its right to a jury trial, as well as it rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary and special damages.

30. **AMENDMENT; WAIVER.** No amendment or modification of any term or condition will be valid or binding upon Buyer unless approved by Buyer in a writing hand-signed by Buyer. Unless Buyer expressly indicates otherwise in such hand-signed writing, such modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as a modification on any future occasion or of any future order or agreement. Clerical and stenographic errors are subject to correction by Buyer. No waiver by Buyer of any of the terms of this Agreement is effective unless explicitly set forth in a writing signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement 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.

31. **SEVERABILITY.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not affect the remainder of this Agreement, which will remain in full force and effect.

32. **INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement may 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.

33. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is 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 this Agreement.

34. **INTERPRETATION.** Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement.