

CUSTOMER PURCHASE ORDER ACCEPTANCE - TERMS AND CONDITIONS

These terms and conditions of sale (the “**Terms**”) apply to the purchase of all products set forth in the purchase order to which these Terms are attached (the “**Order**”):

1. Definitions.

In addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

- (a) “**Background IP**” means any and all intellectual property conceived, developed, reduced to practice, or otherwise made or acquired by a Party outside the scope of the Agreement;
- (b) “**Contract**” means, collectively, these Terms, the Order and any schedules attached thereto;
- (c) “**Customer**” means the customer purchasing the Products, as identified in the Order;
- (d) “**Hartmann**” means collectively, Hartmann Canada Inc. and Hartmann US Inc.;
- (e) “**Parties**” means collectively, Hartmann and Customer, and “**Party**” means any one of them; and
- (f) “**Products**” means the products to be supplied by Hartmann to Customer, as set out in the Order.

2. Acceptance.

The Contract constitutes the full and complete agreement between the Parties in relation to the purchase by Customer of the Products from Hartmann. Customer agrees to be bound by and to comply with these Terms. Unless otherwise agreed to by the Parties in the Order, no terms and conditions of any offer, letter, contract, purchase order, invoice or

other document submitted or issued by Customer in connection herewith shall amend, add to, vary or modify these Terms. No failure by Hartmann to object to any such terms or conditions shall be deemed to be a waiver of this provision.

3. Customer Instructions.

- (a) Customer may provide Hartmann with materials, specifications, artwork, requirements and/or instructions for use in connection with Hartmann's production of the Products (the “**Customer Instructions**”) within such timeframes as may be identified by Hartmann from time to time. All Customer Instructions shall be supplied by Customer in such form and substance, and subject to such specifications, as Hartmann may identify from time to time. The Parties agree that any such Customer Instructions have been pre-approved by Customer for use in connection with the Products and Hartmann shall not be liable for any imperfections or errors which may result from its use of or reliance on the Customer Instructions.
- (b) Alterations to any aspect of the Products, including in connection with any approved colour proof, which Hartmann may be required to make in connection with its production of the Products shall be considered additional work, and may, at Hartmann's discretion, be charged to Customer on a time and materials basis at Hartmann's then-current rates.

4. Intellectual Property.

- (a) Unless otherwise agreed to in writing by the Parties and subject to Section 4(c), Hartmann will own all right, title, and interest in and to any artwork, proofs, sketches, samples, dies, drawings, digital files, films, plates, or any other work (collectively, “**Preliminary Work**”) that is developed, produced, created, written, or recorded by Hartmann in connection with any Customer Instructions or otherwise in connection with the Products or the Contract.
- (b) Any Preliminary Work provided by Hartmann to Customer shall only be used by Customer for informational purposes. Customer shall not, and shall not allow any third party to, use, reproduce or disclose the Preliminary Work for any other purpose whatsoever, without Hartmann's prior written consent.
- (c) Subject to any proprietary rights of any third party, each Party shall retain all right, title, and interest in and to any and all of its Background IP. To the extent that any Customer Background IP is incorporated into or necessary in connection with Hartmann's production of the Products or any Preliminary Work, Customer hereby grants to Hartmann a limited, non-exclusive, non-transferable licence to use, disclose, reproduce and distribute such Customer Background IP in connection therewith.
- (d) Notwithstanding any other provision of the Contract, the Parties agree that no title or ownership of the copyright, trademark, trade secret and other intellectual

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property or proprietary rights in the Products is transferred by virtue of the Contract notwithstanding the use of terms such as "purchase", "sale" or the like within the Contract. Further, Customer represents and warrants that it will not, itself or through any affiliate, agent or third party, directly or indirectly, decompile, disassemble or reverse engineer the Products in whole or in part.

5. Overruns and Underruns.

Notwithstanding any other provision of the Contract, the Parties acknowledge and agree that the number of Products ordered by Customer may be subject to overruns and underruns of plus or minus ten percent (10%) of the quantities set out in the Order. Neither Party shall be liable to the other if the number of Products made available for delivery are within such overrun or underrun limits. This Section 5 shall not apply to Customer designated 'fill items' to cube out a trailer for transportation. For the purposes of this Section 5, "**cube out**" means to optimize the amount of space to ship or store products in order to reduce freight costs during transport.

6. Prices and Payment.

Unless otherwise expressly agreed by the Parties in writing, Customer shall pay Hartmann the prices for the Products set out in the Order (the "**Price**") within thirty (30) days following the invoice date. The Price will be exclusive of applicable sales and value added taxes. If Customer fails to pay any amounts when due, Hartmann may, in its sole discretion, charge interest on such overdue amounts at a rate of two (2%) percent per month, compounded monthly, both before and after

judgment, or cancel or suspend shipment of the Products to Customer, until payment of all money due and owing is received by Hartmann. Customer shall pay all costs and expenses incurred by Hartmann in the recovery of such overdue amounts. If Customer is required by law to withhold taxes on amounts payable to Hartmann under the Contract, it will pay to Hartmann such additional amount as may be necessary in order that the net amount received by Hartmann after such withholdings will not be less than the amount Hartmann would have been entitled to receive in the absence of any such withholdings. Customer shall not be entitled to set off any amount owing from Hartmann to Customer against any amount due or owing to Hartmann.

7. Delivery.

Unless otherwise agreed by the Parties in writing, the Products shall be delivered DDP (Incoterms). Subject to Section 10, risk of loss and title to the Products shall pass to Customer upon delivery of the Products at Customer's premises, as identified in the applicable Order. The Parties acknowledge and agree that any stated delivery date(s) are approximate and Hartmann will not be liable to Customer or any other person or entity as a result of its failure to meet any delivery dates.

8. Inspection and Acceptance.

Customer shall be provided with the opportunity to inspect Products after they have been delivered and unloaded at Customer's premises. Customer may reject and refuse acceptable of any Products inspected, only if such Products are not in accordance with terms of the Contract. If Customer does not notify

Hartmann of any such non-conformance within two (2) days of the Products being unloaded, Customer will be deemed to have accepted the Products.

9. Expedited Orders.

Any additional costs or expenses, including, but not limited to, overtime or expediting charges, which may be incurred by Hartmann to meet Customer's requested delivery date or that results from changes requested by Customer to work-in-progress Products (if agreed by Hartmann, in its sole discretion) will be subject to additional costs payable by Customer in such amounts as Hartmann may determine from time to time.

10. Storage of Products.

Hartmann may, upon written request from Customer, store the Products at a Hartmann facility (as identified by Hartmann) for such period as may be agreed by the Parties in writing ("**Storage Services**"). In connection with the Storage Services, Hartmann shall maintain property insurance on the Products, in such amounts as are reasonable and standard for the industry, as determined by Hartmann in its sole discretion. In consideration for the Storage Services, Customer shall pay Hartmann a monthly storage fee of such amounts as may be agreed by the Parties in writing, plus applicable taxes. Notwithstanding Section 7, title and risk of loss or damage to the Products stored pursuant to this Section 10 shall pass to Customer at the time the Products are made available for delivery to Customer.

11. Returns.

- (a) Returns shall only be allowed with Hartmann's prior written consent, which shall not be un-

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reasonably withheld, and any such return must be accompanied by any documentation reasonably required by Hartmann. Hartmann reserves the right to refuse the return of a Product at any time and in its sole discretion and shall not be liable for any claims for Products returned by Customer without its prior written consent.

- (b) Notwithstanding the foregoing, returns for Product complaints related to faults in function, which may only be evident when the Product is put into use, will only be accepted by Hartmann if: (i) such return is requested within the 180-day period from the delivery date of such Product; and (b) the Product has been stored under the recommended warehouse conditions, as identified by Hartmann. Please refer to the "Recommendations for Storage and Use" section of the "Complaint and Credit Request Procedure" document available at: <https://www.hartmann-packaging.com/north-america/download/>.

12. Cancellation.

The Order may only be cancelled or postponed by Customer in accordance with such terms as Hartmann may determine from time to time, including with respect to Hartmann's compensation of all expenses incurred in relation to such cancelled or postponed Order.

13. Disclaimer.

Except as set forth herein and to the extent permitted by applicable law, the Products and any other items or services provided hereunder are provided "as is" and "as available", and Hartmann expressly excludes and disclaims all other representations, warranties, or conditions of any

kind, whether express, implied, statutory or otherwise, including, but not limited to, any warranty or condition of merchantability, merchantable quality, suitability, durability, title, non-infringement or fitness for a particular purpose.

14. Indemnification.

Customer will indemnify, defend and hold harmless Hartmann, its affiliates and its and their directors, officers, agents, employees or consultants (collectively, the "**Indemnitees**") from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses (including reasonable legal fees) of whatever kind or nature, including, without limitation, personal injury, bodily harm, death, and property damage (collectively, "**Claims**"), that may result from or arise in connection with: (a) the use or misuse of the Products; (b) Customer's breach of any term of these Terms; (c) Hartmann's reliance on and/or adherence to the Customer Instructions or Customer's Background IP; and (d) any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other intellectual property interest of any third party relating to the Customer Instructions or Customer's Background IP; except, in each case, to the extent such Claims result from the gross negligence or willful misconduct of an Indemnitee.

15. Limitation of Liability.

In no event will Hartmann be liable for any indirect, special, incidental, punitive, exemplary or consequential damages, including for any death, injury, loss or damage to person or property, as well as any loss or anticipated loss of profits, loss of data, loss of use, or interruption of business, arising from or relating to the Contract. These limitations will apply

regardless of the Claim, and regardless of whether Hartmann had been advised of the possibility of such damages. If circumstances arise where Customer is entitled to recover damages relating to the Contract, the aggregate liability of Hartmann, if any, will in no event exceed price paid by Customer for the applicable Product, as set out in the applicable Order.

16. Confidentiality.

Neither Hartmann nor Customer shall, at any time, disclose to any unauthorized person, firm, or corporation any non-public information of the other Party that it has acquired through the Contract, including, but not limited to, information concerning the business or technology of the other Party, such as its customer lists, price data, purchasing volumes, relations with its employees, manner of operation, or inventions, designs, plans or processes.

17. Relationship between the Parties.

Hartmann and Customer are independent contractors. Nothing herein shall be construed so as to constitute Hartmann and Customer as principal and agent, employer and employee, partners or joint venturers, and neither Party shall have any authority to obligate or bind the other Party, except as specifically provided herein.

18. Hartmann Logo.

Notwithstanding any other provision of the Contract, Hartmann reserves the right to imprint its logo or other distinguishing marks on all Products.

19. Governing Law.

The Contract shall be governed by and construed in accordance with

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the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods (also called the Vienna Convention) will not be applicable to the Contract.

20. Force Majeure.

Hartmann will not be liable to Customer or any third party for any failure or delay in its performance under the Contract due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight, including but not limited to acts of war, acts of God, epidemics, pandemics, public health emergencies, earthquakes, floods, fires, explosions, delays in transportation, unavailability of equipment or materials, shortages of materials or supplies, breakdown, lock-outs, strikes or labor disputes or interruptions, embargoes, riots, sabotage, terrorism, or governmental acts, provided that Hartmann gives Customer prompt notice of such cause and uses reasonable efforts to promptly correct such failure or delay in performance.

21. Severability.

If any provision of the Contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall, to the extent reasonably possible, continue in force and effect.

22. Waiver.

No waiver of any provision of the Contract shall bind a Party unless consented to in writing by that Party. No waiver of any provision of the Contract shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.

November 2024