

## TERMS AND CONDITIONS OF PURCHASE

**1. Certain Definitions.** As used in this document, (a) the term "Purchaser" means Greif, Inc. or the subsidiary or affiliate of Greif identified as the purchaser of the Goods in the Purchase Order; (b) the term "Seller" means the entity identified as the seller of the Goods in the Purchase Order; (c) the term "Goods" means the goods, equipment, tooling, parts, supplies and services being supplied by Seller to Purchaser; (d) the term "Purchase Order" means the purchase order or other document provided by Purchaser to Seller authorizing the purchase of the Goods, together with this Document and any other Document relating to the Goods; and (e) the term "Document" means this document, whether on the reverse side of a Purchase Order or in the form of a requisition or otherwise, together with the Purchase Order and any other agreement, instrument or document signed by Purchaser to which this document is attached or which is attached to this document or in which reference is made to this document or that is incorporated by reference into the Purchase Order.

**2. Terms are Exclusive.** Unless otherwise agreed to in a separate writing signed by Purchaser, the Purchase Order may be accepted only upon the terms and conditions set forth in the Purchase Order and this Document. Shipment of any Goods or commencement of any work described in the Purchase Order by Seller shall be deemed to be an acceptance by Seller of all of the terms and conditions of this Document. Any additional or different terms and conditions in Seller's quotation, acknowledgement, order confirmation or other document relating to the Goods or any other attempt by Seller to vary the terms of this Document is objected to by Purchaser and shall be of no effect. This Document shall constitute the complete and exclusive statement of the terms and conditions between the parties with respect to the purchase and sale of the Goods. If for any reason the Purchase Order or this Document is deemed an acceptance of a prior offer made by Seller, such acceptance is expressly conditioned upon Seller's assent to the terms contained herein. Purchaser will proceed with this transaction only if Seller assents to the terms contained in this Document. Purchaser shall have the right to make changes to any drawings, designs or specifications, the method of transportation or packing, and the place or time of delivery, including temporary suspension of shipments. If such changes cause an increase or decrease in the cost of performing the Purchase Order or in the time required for its performance, the parties will make an equitable adjustment and the Purchase Order shall be modified in writing accordingly.

**3. Price and Payment Terms.** Unless otherwise stated in the Purchase Order, prices for the Goods will be those set forth on the Purchase Order. If no price is specified, prices will be the lower of the prices last quoted to Purchaser or paid by Purchaser for such Goods or the prevailing market prices. Unless otherwise stated in the Purchase Order, no additional charges to Purchaser of any kind shall be allowed, including, without limitation, charges related to taxes, duties, boxing, packing, crating, cartage, freight or storage. Seller will suitably pack, mark and ship all Goods in accordance with the requirements of common carriers so as to secure the lowest transportation costs. Unless otherwise provided in the Purchase Order, all invoices are payable net sixty days. The payment terms or cash discount period available to Purchaser as set forth in the Purchase Order shall commence on the later of Purchaser's receipt of the Goods or Purchaser's receipt of the invoice for such Goods. Seller warrants that the prices for the Goods are not less favorable than those currently extended to any other customer of Seller for the same or similar goods in similar or less quantities. If Seller reduces its price for such Goods prior to final delivery of the Goods to Purchaser, Seller shall reduce the price or prices in the Purchase Order in a corresponding manner.

**4. Invoices.** Each invoice of Seller must bear Purchaser's Purchase Order number and must be provided not later than the day following shipment and must be accompanied by a bill of lading if shipment is made by common carrier. A separate invoice must be rendered for each lot of Goods shipped to Purchaser pursuant to the Purchase Order. All packages, shipping papers and other correspondence concerning the Purchase Order shall display the Purchaser's Purchase Order number.

**5. Delivery.** Seller shall ship the Goods in the quantities and in accordance with the terms of the Purchase Order, time being of the essence. Unless otherwise stated in the Purchase Order, all deliveries shall be FOB destination. In the event Seller fails to ship the Goods when specified in the Purchase Order, Purchaser reserves the right to cancel the Purchase Order or any part thereof without prejudice to its other rights, or to require expedited shipping with Seller being responsible for the costs thereof. In the event Seller does not follow the shipping and routing instructions set forth in the Purchase Order, which failure results in Goods arriving at an incorrect location,

Purchaser reserves the right to have the Goods reshipped to the correct location at Seller's expense. Unless otherwise agreed in writing, title to the Goods and the risk of their loss or damage shall pass from Seller to Purchaser upon acceptance of the Goods.

**6. Inspection.** Purchaser may rely on Seller's warranties with respect to the Goods and will be under no duty to inspect Goods purchased hereunder before using such Goods. Purchaser may inspect the Goods at any reasonable time or place and in any reasonable manner. Purchaser's inspection of the Goods and any payment for the Goods shall not constitute an acceptance of the Goods or impair the Purchaser's right to later inspect the Goods or to reject the Goods or to exercise any other right or remedy.

**7. Notice of Defect or Breach.** Purchaser may give Seller notice of any defect or breach in any reasonable manner, and any such notice will be considered timely if made within a reasonable time after discovery by Purchaser or notification to Purchaser from any of its customers.

**8. Nonconforming Shipments.** In addition to any other rights and remedies of Purchaser, if the Goods or the tender of delivery of the Goods fail in any respect to conform to the terms and conditions of the Purchase Order, Purchaser may exercise any of the following rights: (a) reject (or revoke acceptance of) the entire shipment; (b) accept the entire shipment; or (c) accept any number of commercial units and reject (or revoke acceptance of) the balance of the shipment. Any Goods so rejected/revoked may, at Purchaser's option, be either returned to Seller for full credit, resold for Seller's account (less Purchaser's reasonable expenses) in any reasonable manner, or stored for Seller's account pending Purchaser's receipt of reasonable instructions as to their disposition. Seller will bear all risk of loss associated with the rejected/revoked Goods and will promptly reimburse Purchaser for all unrecovered reasonable expenses incurred by Purchaser in connection therewith.

**9. Warranties.** Unless otherwise stated in the Purchase Order, Seller warrants that all Goods delivered to Purchaser will be: (a) new and unused; merchantable; fit for Purchaser's intended use, if Seller has any reason to know of such use; free from defects in materials and workmanship for one year following first use; in conformity with Purchaser's specifications, drawings or samples; and in conformity with any promises or affirmations of fact made by Seller with respect to the Goods; (b) produced, labeled, packaged, delivered and invoiced in material compliance with all laws and regulations applicable to the Seller, the Goods, the conditions of their production and their intended use; and (c) free of the claim of any third person that the sale or use of the Goods infringes on any patent, trademark, copyright or other intellectual property of such third person or constitutes unfair competition resulting from similarity in design, trademark or appearance. The foregoing warranties shall survive Purchaser's inspection, acceptance and use of the Goods. Seller hereby extends to Purchaser any and all warranties received from Seller's suppliers and agrees to enforce such warranties on Purchaser's behalf. All Seller's warranties shall run to Purchaser, its successors, assigns, customers and users of products sold by Purchaser. Seller agrees promptly to correct defects in any Goods not conforming to the foregoing warranties, or to replace such Goods, without expense to Purchaser, when notified by Purchaser, provided Purchaser so elects. In the event of Seller's failure to correct or replace such defective or nonconforming Goods, Purchaser may, after notice to Seller, make such correction or replacement at Seller's expense. The foregoing warranties and remedies shall be in addition to any warranties and remedies of additional scope contained in any other Document or otherwise provided by Seller to Purchaser or provided by law.

**10. Indemnification.** Seller will be responsible for the acts and omissions of its employees, agents and contractors and agrees to indemnify and hold harmless Purchaser and its directors, officers, employees and agents from and against any and all liability of any nature for any claims, liabilities, losses or damages to property or death or injuries to persons, or other claim, liability, damage, loss, cost or expense (including court costs, penalties and reasonable attorneys' fees), arising out of (a) the acts or omissions Seller or its employees, agents or contractors, (b) any breach of any warranty relating to the Goods or other failure to observe or perform Seller's obligations under the Purchase Order, including this Document, and (c) any actual or alleged infringement of any patent, trademark or copyright, or any unfair competition resulting from similarity in design, trademark or appearance, by reason of the sale or use of the Goods. Seller will maintain such public liability insurance, including, without limitation, products liability insurance, and other insurance as will adequately protect Purchaser against such claims, liabilities,

losses, damages, costs and expenses in Purchaser's reasonable judgment. Seller agrees to submit certificates of insurance evidencing its insurance coverages when requested by Purchaser.

**11. Confidentiality.** Seller will not disclose or otherwise disseminate information furnished or made available by Purchaser that is designated, or could reasonably be considered, confidential, including any of the terms of Seller's agreement with Purchaser, will not use any such information for any purpose other than performing the Purchase Order, and will not advertise or publish the fact that Purchaser has agreed to buy the Goods, unless Seller receives Purchaser's written permission to do so or such information is required to be disclosed by law or becomes part of the public domain through no fault of the Seller.

**12. Force Majeure.** Neither party will be liable for its failure to perform under the Purchase Order to the extent such failure is caused by war, riots, fire, flood, earthquake or other acts of God or other cause beyond the reasonable control of the affected party and not correctable or avoidable through the exercise of commercially reasonable means. If any such cause prevents the affected party from performing its obligations hereunder for more than thirty days, the other party may cancel the Purchase Order.

**13. Termination.** Purchaser may terminate the Purchase Order or any part thereof for cause in the event of any failure by Seller to perform or observe any of its obligations under the Purchase Order, this Document and any other Documents, or if Seller fails to provide Purchaser, upon request, with reasonable assurance of future performance. In the event of termination for cause, Purchaser shall not be liable for any amount, and Seller shall be liable to Purchaser for any and all damages sustained directly or indirectly by reason of Seller's failure.

Purchaser may also at any time terminate the Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, shall immediately cause any of its suppliers or subcontractors to cease such work, and shall observe Purchaser's instructions with respect to work in process. Seller will be entitled to a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Such charge shall be Seller's only remedy for such termination and Seller must submit all such charges, accompanied with reasonable detail and support, to Purchaser within thirty days after notice of such termination. Seller will not be paid for any costs that reasonably could have been avoided or for consequential or incidental damages or lost profit. Purchaser will make no payment for finished work, work in process, or raw material fabricated or procured in excess of any order or release.

**14. Tooling.** Seller shall keep in good condition, be responsible for and protect against loss of or damage to any materials, tools, dies, molds and other articles owned by Purchaser (including such items made or provided by Seller at Purchaser's cost) that are in the possession or control of Seller; provided, however, that Seller shall not be responsible or liable for normal loss of or damage to such items arising from processing or manufacturing in accordance with good shop practices. Seller shall not use such items except for performance of work hereunder or as authorized by Purchaser in writing. All such items shall be plainly marked or otherwise adequately identified by Seller as property of Purchaser and shall be safely stored separately and apart from Seller's property. Unless otherwise directed by Purchaser, Seller, upon demand of Purchaser for any reason, shall return all such items to Purchaser at Purchaser's direction and expense. In addition, Purchaser shall have the right to take possession of any such items, including, without limitation, the right of entry for such purpose.

**15. Miscellaneous.** If any of the provisions of the Purchase Order are deemed invalid or unenforceable, the validity and enforceability of the remaining provisions will in no way be affected or impaired thereby, it being the intention of the parties that all provisions of the Document will be construed in such fashion as to make all of such provisions valid and enforceable to the full extent permitted by applicable law. All claims for money due or to become due from Purchaser to Seller shall be subject to deduction or setoff by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller. Seller and Purchaser are independent contractors, and no partnership, joint venture or principal-agent relationship exists between them. The Purchase Order will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. No failure or delay on the part of a party to exercise any right, privilege or power shall operate as a waiver thereof. The rights and remedies herein expressly provided to Purchaser shall be cumulative and in addition to any other or

further rights and remedies available at law or in equity. The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Ohio, without giving effect to principles of conflicts of law. This Document shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Document merges all prior communications of the parties, supersedes all prior agreements and constitutes the entire agreement between Purchaser and Seller with respect to the Goods.