

UNILOY STANDARD TERMS AND CONDITIONS OF SALE

EQUIPMENT, TOOLING, PARTS, AND SERVICES

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These Terms and Conditions of Sale (these "Terms") apply to, and are incorporated into, every quotation, proposal, order acknowledgment, and contract (each, a "Contract") issued by Uniloy or its applicable affiliate ("Uniloy" or "Seller") for the sale of equipment, tooling, molds (including blow molds, trim tooling, and related mold components), options, spare parts, and related services (collectively, the "Equipment") to the purchasing entity identified in the quotation or order ("Buyer"). Buyer's purchase order or other ordering document is accepted only on these Terms. Seller expressly rejects any additional or different terms proposed by Buyer, and such terms shall be void unless expressly agreed to in a separate written agreement signed by an authorized representative of Seller. Buyer's issuance of a purchase order, payment of any amount, or acceptance or use of any Equipment shall constitute Buyer's acceptance of these Terms.

1. Scope; Application of Terms.

1.1 These Terms govern all sales of Equipment by Seller to Buyer and supersede all prior or contemporaneous oral or written understandings regarding the subject matter of the Contract. Any conflict between these Terms and the face of Seller's written quotation or order acknowledgment shall be resolved in favor of the specific terms of such quotation or order acknowledgment, which shall prevail over these Terms solely to the extent of the conflict.

1.2 Any additional or different terms contained in Buyer's purchase order, general terms and conditions, or other documents are hereby expressly rejected and shall be ineffective unless expressly accepted by Seller in a separate written agreement signed by an authorized representative of Seller. Shipment of Equipment, provision of services, or acceptance of payment shall not be deemed acceptance of any such additional or different terms.

1.3 No modification or waiver of these Terms shall be binding unless in writing and signed by authorized representatives of both parties. No course of dealing, usage of trade, or course of performance shall modify or supplement the Contract.

1.4 Fremont, Ohio Facility --- Limited Scope of Application. Where a quotation, order acknowledgment, or Contract identifies Seller's Fremont, Ohio facility as the originating or performing location, these Terms shall apply solely to the sale of molds (including blow molds, trim tooling, and related mold components) and mold-related spare parts and services. In such cases, references in these Terms to "Equipment" shall be deemed to refer exclusively to molds, tooling, and mold-related parts and services, and provisions relating to the sale, delivery, installation, commissioning, start-up, field services, and warranty of blow molding machines and other capital equipment shall not apply. Without limiting the generality of the foregoing, the following provisions shall apply in full to Contracts originating from the Fremont, Ohio facility: Sections 1 through 4 (Scope, Quotations, Prices, Payment); Section 5 (Delivery and Risk of Loss); Sections 6.1 through 6.5 (Inspection, Testing, Acceptance, and Return of Nonconforming Goods); Section 7 (Security Interest; Title); Sections 9.6 and 9.7 (Molds and Tooling Warranty; First Right of Refusal for Mold Repair); Section 9.8 (Aftermarket Parts Warranty, to the extent applicable to mold-related parts); Sections 10.1(a) through (l) and 10.2 through 10.3 (Warranty Exclusions and Disclaimers); Section 11 (Limitation of Liability); Section 12 (Force Majeure); Sections 13.1, 13.3, and 13.4 (Intellectual Property, including Mold and Tooling Designs); Sections 14.1 through 14.3 (Confidentiality, including Mold and Tooling Confidentiality); Section 15 (Compliance with Laws); Sections 16.1 through 16.3 (Cancellation, including Mold and Tooling Cancellation); Sections 17 through 20 (Governing Law, Miscellaneous, Indemnification, and Patent Indemnity). All other provisions of these Terms shall apply to Contracts originating from the Fremont, Ohio facility only to the extent expressly stated in the applicable quotation or order acknowledgment.

2. Quotations and Orders.

2.1 Seller's written quotations are invitations for Buyer to submit an order and are not offers capable of acceptance. Unless otherwise stated in the quotation, quotations are valid for thirty (30) days from the date issued and are subject to change or withdrawal by Seller at any time prior to Seller's written order acknowledgment.

2.2 No order shall be binding on Seller until Seller issues a written order acknowledgment or begins performance or ships the Equipment, whichever occurs first. Seller may accept or reject any order in its sole discretion, including orders that deviate from Seller's quotation, are non-standard or technically unsuitable, are not accompanied by required deposits or credit support, or present unusual credit or performance risk or unsatisfactory creditworthiness.

2.3 Once accepted by Seller, orders may not be canceled, rescheduled, or changed by Buyer except with Seller's prior written consent and upon terms that will indemnify Seller against all resulting losses, including, without limitation, costs incurred, commitments made, and a reasonable allowance for lost profits.

3. Prices; Taxes; Shipping; Installation Responsibility.

3.1 Prices for the Equipment are as stated in Seller's quotation or order acknowledgment and are in the currency specified therein. Unless otherwise expressly stated, prices are net "Ex Works" (EXW) Seller's place of manufacture (Incoterms® 2020), exclusive of packaging, transportation, insurance, off-loading, installation, start-up, and training, all of which shall be for Buyer's account. Buyer is responsible for all transportation, packing, rigging, warehouse, drayage, and similar charges incurred in connection with shipment or handling of the Equipment.

3.2 All prices are exclusive of all sales, use, value added, excise, customs, duties, and other taxes, fees, or charges imposed by any governmental authority in connection with the sale, delivery, or use of the Equipment (collectively, "Taxes"). Buyer shall be responsible for and shall pay all such Taxes, except Taxes imposed on Seller's net income. Where applicable law requires Seller to collect Taxes from Buyer, Seller will separately state such Taxes on its invoices, and Buyer shall pay such amounts together with the price of the Equipment. If Buyer claims exemption from any Tax, Buyer must provide valid exemption certificates or other documentation acceptable to the relevant taxing authorities.

3.3 As a condition for shipment, Buyer shall pay in full all invoiced amounts relating to the Equipment scheduled for shipment, including without limitation all applicable sales and similar transaction Taxes shown on Seller's invoice(s) with respect to that shipment. Seller shall have no obligation to schedule, release, or make shipment of any Equipment unless and until all such invoiced amounts and applicable Taxes for the relevant shipment have been paid in full.

3.4 Price Adjustments for Cost Changes. Seller reserves the right, after Contract execution, to reasonably adjust prices for Equipment, parts, and services to reflect material increases in the cost of raw materials, components, freight, or third-party services. Seller shall provide written notice of any such adjustment. Adjusted prices shall apply only to that portion of the work not yet performed or shipped as of the effective date of the adjustment. Without limiting the foregoing, Seller reserves the right to implement a surcharge on all ferrous and non-ferrous metal products to reflect changes in applicable tariffs, duties, or trade regulations. Seller shall monitor prevailing tariff conditions and adjust surcharges accordingly to ensure alignment with current regulatory and market conditions.

3.5 Unless otherwise expressly stated in the Contract, Buyer shall be solely responsible, at its expense, for the installation, integration, and commissioning of the Equipment, including all necessary foundations, utilities, ancillary equipment, environmental controls, safety systems, and site preparation. Any special handling or special paint or finish requested by Buyer shall be at Buyer's expense. If Seller agrees in writing to provide installation, start-up, or training services, such services shall be performed on a time-and-materials or fixed-fee basis as specified in the Contract and shall be subject to these Terms.

4. Payment Terms; Credit; Storage.

4.1 Buyer shall pay the Contract price in accordance with the payment schedule set forth in Seller's quotation or order acknowledgment. If no payment schedule is specified, payment shall be due net thirty (30) days from the date of Seller's invoice. All payments shall be made in immediately available funds by wire transfer or other method approved by Seller, in the currency specified in the Contract (and, unless otherwise stated, in U.S. dollars), without setoff, counterclaim, deduction, or withholding of any kind, except as required by law.

4.2 Seller reserves the right, in its sole discretion, to require advance payment, letters of credit, or other payment security acceptable to Seller as a condition of acceptance of any order or continuation of performance. If Buyer's financial condition becomes impaired or unsatisfactory to Seller, Seller may modify payment terms, require additional security, or suspend performance.

4.3 If Buyer fails to make any payment when due, Seller may, in addition to any other rights or remedies available at law or in equity, suspend performance, withhold shipment, accelerate all remaining payments so that they become immediately due and payable, and/or require cash in advance for any further performance. Past-due amounts shall accrue interest from the due date until paid at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Buyer shall be responsible for all costs of collection incurred by Seller, including reasonable attorneys' fees and expenses, court costs, and collection agency fees.

4.4 If shipment of any Equipment is delayed at Buyer's request or due to circumstances beyond the reasonable control of either party after the Equipment is ready for shipment, payment for such Equipment shall become due and payable upon Seller's written notice to Buyer that the Equipment is ready for shipment. Thereafter, Seller may, at its option, store the Equipment in a warehouse, yard, or on Seller's premises at Buyer's risk, and Buyer shall pay Seller's reasonable handling, transportation, and storage charges at prevailing commercial rates upon receipt of Seller's invoices.

5. Delivery; Risk of Loss; Molds and Auxiliary Equipment.

5.1 Unless otherwise expressly stated in the Contract, delivery shall be made by Ex Works (EXW) Seller's facility (Incoterms® 2020). Risk of loss or damage to the Equipment shall pass to Buyer upon delivery of the Equipment to the carrier at Seller's facility, regardless of whether Seller arranges transportation or prepays freight as accommodation to Buyer.

5.2 Any delivery or shipment dates stated in the Contract are estimates only and are based upon prompt receipt of all necessary information from Buyer, including approved drawings, technical data, and any required approvals, and upon Buyer's timely performance of its obligations, including payment obligations. Seller shall not be liable for any damages, losses, or charges resulting from any delay in delivery, to the extent permitted by applicable law and subject to the Force Majeure provisions of these Terms. Seller may make partial shipments and invoice each partial shipment separately. Delay in delivery of any partial shipment shall not relieve Buyer of its obligation to accept and pay for remaining shipments.

5.3 If shipment or delivery is delayed at the request of or due to the fault of Buyer, Seller may store the Equipment at Buyer's risk and expense and invoice Buyer as if shipment had been made. Buyer shall pay all resulting storage, handling, and insurance charges.

5.4 Molds and Auxiliary Equipment Availability. If existing production molds and/or auxiliary equipment required for testing or commissioning are not available to Seller on or before the scheduled run date due to Buyer-related delays, then as of the scheduled run date Buyer shall accept commercial risk in the Equipment and shall make all payments that would otherwise be due upon shipment and acceptance of the Equipment, notwithstanding any delay in actual shipment or commissioning of the Equipment. Title to the Equipment shall pass in accordance with Section 7.2, and Seller may store the Equipment at Buyer's risk and expense as provided in Section 5.3.

6. Inspection, Factory Testing, and Acceptance.

6.1 Buyer shall carefully inspect the Equipment upon delivery and, if Seller is responsible for installation, again upon completion of installation. Buyer shall notify Seller in writing of any claims for shortages, visible damage, or nonconformity within ten (10) days after delivery (or, if applicable, completion of installation). Failure to provide such written notice within the stated period shall constitute unconditional acceptance of the Equipment and a waiver of all such claims.

6.2 Factory Tests. Seller may, at its option, perform its standard factory acceptance tests ("FAT") on the Equipment at Seller's facility prior to shipment. If FAT is specified in the Contract, Buyer shall be entitled to attend such tests on the dates notified by Seller. Completion of Seller's standard acceptance tests at Seller's facility shall constitute acceptance of the Equipment unless the Contract expressly provides otherwise.

6.3 Deemed Acceptance; Use Constitutes Acceptance. Buyer shall be deemed to have accepted the Equipment upon the earliest of: (a) completion of Seller's standard acceptance tests at Seller's facility, if Buyer has the right to attend such tests; (b) shipment of the Equipment from Seller's facility; (c) ten (10) days after delivery of the Equipment to Buyer's designated site, unless, within such ten-day period, Buyer notifies Seller in writing of a material nonconformity, describing the nonconformity in reasonable detail; or (d) use of the Equipment for production other than reasonable testing or commissioning. Any use of the Equipment by Buyer other than limited testing or commissioning operation, including running production for sale, shall constitute acceptance of the Equipment.

6.4 Rejection and Cure. Any rejection of the Equipment must specify the exact nature of the alleged material nonconformity. Buyer shall provide Seller with a reasonable opportunity to inspect and cure any such nonconformity. Buyer shall not reject the Equipment or revoke acceptance for minor or immaterial deviations that do not materially impair the Equipment's functionality for its intended purpose. Failure by Buyer to comply with the notice and rejection procedures set forth in this Section 6 shall constitute unconditional acceptance of the Equipment.

6.5 Return of Nonconforming Goods. Buyer shall ship any nonconforming Equipment to Seller's facility at Buyer's expense and risk of loss. Buyer assumes the full expense and risk of loss for the return and replacement of nonconforming Equipment, including but not limited to damage arising from Buyer's packaging of same. If Seller elects to replace the nonconforming Equipment, Seller shall deliver the replacement to Buyer at the applicable delivery point.

6.6 Site Acceptance Testing. Where the Contract specifies commissioning, start-up, or site acceptance testing ("SAT") to be performed by Seller at Buyer's facility, the following shall apply: (a) Seller shall conduct SAT in accordance with its standard commissioning procedures or such other acceptance criteria as are expressly set forth in the Contract; (b) Buyer shall provide all materials, resins, utilities, auxiliary equipment, and qualified operating personnel reasonably required to conduct the SAT, and Seller shall have no liability for any deficiency in quality or performance attributable to customer-supplied materials, resins, utilities, or auxiliary equipment; (c) Buyer's execution of the SAT sign-off or commissioning report shall constitute acceptance of the Equipment for purposes of Section 6.3, and any payment milestones tied to acceptance shall become due upon such sign-off; and (d) if Buyer fails or refuses to execute the SAT sign-off within five (5) business days after Seller notifies Buyer that the SAT criteria have been met, the Equipment shall be deemed accepted as of the date of such notice.

7. Security Interest; Title.

7.1 Buyer agrees that the Seller shall have and retain a purchase money security interest in the Equipment securing the payment of all sums becoming due hereunder. Such security interest shall attach, upon completion of manufacture, to the Equipment and to any Equipment parts or accessories attached to the Equipment and to the proceeds of any sale thereof. Buyer hereby grants Seller a continuing first-priority security interest in the Equipment and related proceeds until full payment is made. Buyer authorizes Seller to file UCC financing statements to perfect such interest.

7.2 Title. Unless otherwise stated in the Contract, title to each item of Equipment shall pass to Buyer upon shipment from Seller's facility. Notwithstanding the passage of title, Seller's security interest under Section 7.1 shall continue until all amounts due under the Contract have been paid in full.

8. Installation; Start-Up; Field Services.

8.1 Unless otherwise expressly stated in the Contract, Buyer is responsible for installing, commissioning, and starting up the Equipment at Buyer's site, including providing all foundations, utilities, environmental controls, safety systems, guarding, lockout/tagout procedures, and ancillary equipment necessary for proper and safe operation.

8.2 If the Contract includes installation, start-up, training, commissioning, or other field services ("Services"), Seller shall perform such Services in a commercially reasonable manner using qualified personnel. Buyer shall provide safe and timely access to the site, suitable working conditions, necessary utilities, and any assistance reasonably requested by Seller to perform the Services. Buyer shall be responsible for compliance with all applicable safety, health, and environmental rules and regulations at the installation site. Buyer shall, at its expense, take all necessary measures to ensure a safe workplace for Seller's personnel, including proper lockout/tagout, guarding, and hazard communication, and shall indemnify and hold Seller harmless from any claims arising from conditions at Buyer's site not caused by Seller's negligence or willful misconduct.

8.3 Unless otherwise expressly stated, Seller's Services do not include civil or structural work, building modifications, or the supply or installation of utilities or ancillary equipment not specifically listed in the Contract.

8.4 Scope of Work for Retrofit, Rebuild, and Remanufacture Services. Buyer agrees and acknowledges that, for any retrofit, rebuild, or remanufacture of Equipment performed at Seller's facility, the scope of work may be subject to change after work begins due to unforeseen conditions of the Equipment. Seller shall make commercially reasonable efforts to communicate the need for additional work to Buyer and to obtain Buyer's authorization before proceeding with such additional work. Seller reserves the right to cease work, which may result in a delay, until Buyer has confirmed in writing whether it consents to a change in the original scope of work. For retrofit, rebuild, or remanufacture services performed at Seller's facility, Buyer shall be responsible for all shipping charges to and from the point of service. Equipment must be retrieved by Buyer upon completion, or Seller may assess warehousing charges in accordance with Section 4.4. A title letter and/or UCC-1 form may be required at Seller's discretion.

8.5 Field Service Rates and Expenses. Unless otherwise expressly stated in the Contract, all field services, including rigging assistance, installation supervision, commissioning, start-up, training, and warranty or non-warranty service calls, shall be billed at Seller's published field service rates in effect at the time the services are performed. In addition to service fees, Buyer shall reimburse Seller for all reasonable travel, lodging, meals, and transportation expenses incurred by Seller's personnel in connection with the performance of field services. Work performed on overtime, weekends, or holidays at Buyer's request or due to Buyer's scheduling requirements shall be billed at Seller's applicable premium rates. Seller shall provide its current rate schedule upon Buyer's request. Travel days required for Seller's personnel to reach and return from Buyer's site shall be billable service days at Seller's applicable daily field service rate, in addition to reimbursable travel expenses.

8.6 Field Service Duration and Scope Extensions. Any estimated duration for field services stated in a scope of work, quotation, or Contract is an estimate only and is not a guaranteed completion date. If field services require additional time beyond the estimated duration due to site conditions, Buyer delays, lack of site readiness, unavailability of utilities or customer-supplied materials, or other circumstances beyond Seller's reasonable control, such additional time shall be billed at Seller's applicable field service rates and expenses as set forth in Section 8.5. Seller shall notify Buyer when it reasonably anticipates that field services will exceed the estimated duration, but Seller's failure to provide such notice shall not relieve Buyer of its obligation to pay for all services actually performed. If the scope of field services must be expanded beyond the original scope of work due to conditions discovered on-site, Seller shall communicate the need for additional work to Buyer and obtain Buyer's authorization before proceeding, except where immediate action is necessary to prevent damage to the Equipment or to ensure personnel safety.

8.7 Customer-Supplied Materials. Where commissioning, testing, site acceptance testing, or other Services require the use of resins, raw materials, utilities, auxiliary equipment, molds, or other items to be provided by Buyer (collectively, "Customer-Supplied Materials"), Buyer shall be solely responsible for the quality, suitability, and timely availability of such Customer-Supplied Materials. Seller shall have no liability for any deficiency in Equipment performance, product quality, cycle time, scrap rate, or test results to the extent attributable to the quality, condition, or unsuitability of Customer-Supplied Materials. Buyer shall indemnify and hold Seller harmless from any claims, losses, or damages arising from the use of Customer-Supplied Materials, including damage to the Equipment caused by contaminated,

off-specification, or unsuitable resins or materials provided by Buyer.

8.8 Training; No Guarantee of Operator Competence. Where the Contract includes operator, maintenance, or other training services, Seller shall deliver such training in a commercially reasonable manner using qualified personnel. Training is intended to provide knowledge transfer and familiarization with the Equipment and does not constitute a guarantee or warranty of operator competence, production results, or safe operating practices following completion of training. Buyer remains solely responsible at all times for the selection, qualification, supervision, and ongoing training of its operators, maintenance personnel, and other staff who operate, maintain, or service the Equipment. Seller shall have no liability for any damage, injury, production loss, or other claim arising from or relating to the acts or omissions of Buyer's personnel following the completion of training, including any failure by such personnel to apply the instruction provided.

8.9 Training Completion and Attendance. Seller's obligation to deliver training shall be deemed fully satisfied upon completion of the training sessions specified in the applicable scope of work or Contract, regardless of the number of Buyer's personnel in attendance. Buyer is responsible for ensuring that an adequate number of appropriately qualified operators and maintenance staff attend and participate in scheduled training sessions. If Buyer fails to make personnel available for training, or if training must be rescheduled due to Buyer's request or lack of site readiness, Buyer shall bear all additional costs, including rebooking fees, additional travel days, lodging, and service charges at Seller's applicable field service rates. Requests for additional or repeat training sessions beyond the scope originally quoted shall be subject to separate quotation and agreement.

9. Limited Warranty.

9.1 Subject to the exclusions and conditions set forth in these Terms, Seller warrants that the Equipment manufactured by Uniloy and supplied under the Contract will be free from defects in material and workmanship under normal use and proper maintenance for the earlier of (a) twelve (12) months from the date of shipment, or (b) four thousand (4,000) operating hours.

9.2 Seller's sole obligation and Buyer's exclusive remedy under this limited warranty shall be, at Seller's option, to repair or replace the defective part or component, or to issue a credit in an amount not exceeding the purchase price of the defective part or component. Repaired or replacement parts may be new or refurbished and shall be warranted for the remainder of the original warranty period. At Seller's request, Buyer shall return defective parts freight prepaid; any replaced parts shall become the property of Seller.

9.3 This limited warranty applies only to Equipment and replacement parts that are manufactured by Uniloy or supplied by Seller or its authorized sources. Any components, parts, accessories, or materials that are not purchased from Seller or an authorized Uniloy source (including non-OEM items and customer-supplied parts, collectively "Non-Uniloy Parts") are excluded from this limited warranty. Seller shall have no warranty obligation with respect to any failure, defect, damage, or nonconformity to the extent resulting from or aggravated by: (a) the use, installation, combination, or integration of any Non-Uniloy Part; (b) the removal or substitution of any Uniloy-supplied part with a Non-Uniloy Part; or (c) modifications or repairs performed by anyone other than Seller or its authorized service providers.

9.4 Any Equipment downtime, lost production, or other losses arising out of or relating to Non-Uniloy Parts, or to the removal, isolation, or bypassing of the Equipment in order to install, service, or troubleshoot such parts, shall not be considered a warranty issue or a basis for a warranty claim under these Terms, even if the Equipment must be shut down or removed from production as a result.

9.5 This limited warranty does not apply if Buyer fails to operate, store, or maintain the Equipment in accordance with Seller's instructions, manuals, or specifications, or if repairs, replacements, or modifications are made by non-Seller personnel without Seller's prior written consent. Seller's warranty is conditioned upon timely payment by Buyer of all amounts due under the Contract.

9.6 Molds and Tooling Warranty. Molds and tooling manufactured or reworked by Seller are warranted against defects in material and workmanship for a period of twelve (12) months from the date of shipment. This warranty does not cover normal wear to pinch-off areas, cutting edges, flash pockets, blow pin tips, neck ring inserts, trim steels, or other wear surfaces, nor damage resulting from improper mold handling, inadequate cooling, use of abrasive or corrosive resins,

operation outside Seller's recommended parameters, or modifications performed by anyone other than Seller or its authorized service providers. Buyer assumes the full expense and risk of loss of returning or replacing molds and tooling, including but not limited to damage arising from Buyer's packaging of same.

9.7 First Right of Refusal for Mold Repair. For all molds and tooling that require repair or refurbishment that are not covered by the warranty in Section 9.6, for as long as any portion of the purchase price remains outstanding, Seller shall have the first right of refusal to provide repair and refurbishment services to Buyer for such molds and tooling, including the right to match any offer by third parties to provide such services.

9.8 Aftermarket Parts and Retrofit/Rebuild/Remanufacture Warranty. Aftermarket replacement parts and Equipment that has been retrofitted, rebuilt, or remanufactured by Seller are warranted to be free from defects in material and workmanship under normal conditions for a period of twelve (12) months from the date of shipment. Seller shall, at its option, repair or replace on a charge-and-credit basis any part proven to be defective, Ex Works Seller's facility. Buyer shall return the defective part(s) to Seller for verification of the claim at Buyer's expense. Service calls that may be required in connection with the installation of aftermarket replacement parts are not covered under this warranty. This warranty shall not extend to any part or material that has a useful life under normal usage inherently shorter than twelve (12) months. Descriptions of the production or performance capabilities of any product are estimates only and are not warranted, as the conditions of actual production in each end user's plant vary considerably. This warranty does not apply to parts that are not reconditioned or replaced by Seller, or to the entire machine. Any service or parts provided by Seller that are outside the scope of this warranty shall be charged to Buyer at Seller's applicable time-and-material rates and terms in effect at the time such service or parts are provided.

10. Warranty Exclusions; Disclaimer of Other Warranties.

10.1 The limited warranty in Section 9 does not apply to and Seller shall have no responsibility for: (a) normal wear and tear; (b) consumable items; (c) cosmetic defects that do not materially affect performance; (d) damage caused by improper storage, handling, installation, start-up, operation, or maintenance; (e) use of the Equipment in a manner inconsistent with Seller's manuals or instructions; (f) use of unsuitable or contaminated materials or utilities; (g) abuse, misuse, negligence, or accident; (h) unauthorized modifications, repairs, or relocations; or (i) any condition resulting from Non-Uniloy Parts as described in Section 9.3. For molds and tooling, this limited warranty additionally does not cover: (j) normal wear to pinch-off areas, cutting edges, flash pockets, blow pin tips, neck ring inserts, trim steels, or other wear surfaces; (k) damage resulting from inadequate cooling, use of abrasive or corrosive resins, or operation outside Seller's recommended parameters; or (l) Buyer's failure to maintain molds and tooling in accordance with Seller's recommended maintenance schedules and procedures.

10.2 To obtain warranty service, Buyer must promptly notify Seller in writing of the alleged defect within the warranty period, provide evidence that the Equipment has been properly installed, operated, and maintained, and comply with Seller's reasonable instructions for troubleshooting, diagnosis, and return of parts. Seller may, at its option, provide remote diagnostics or require inspection of the Equipment before authorizing repairs or replacements.

10.3 EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 9, SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

11. Limitation of Liability; Time Limit for Claims.

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION, LOSS OF GOODWILL, OR LOSS OF USE, ARISING OUT OF OR RELATING TO THE CONTRACT, THE EQUIPMENT, OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Seller's aggregate liability arising out of or relating to the Contract, the Equipment, and the Services, whether in contract, tort (including negligence), strict liability, or otherwise, shall in no event exceed the Contract price actually paid by Buyer for the specific Equipment or Services giving rise to the claim.

11.3 The limitations and exclusions in this Section 11 shall apply notwithstanding any failure of essential purpose of any limited remedy provided in these Terms. Nothing in these Terms shall limit or exclude any liability that cannot be limited or excluded under applicable law.

11.4 Any claim or cause of action by Buyer arising out of or relating to the Contract must commence within one (1) year after the cause of action accrues, or such claim or cause of action is permanently barred, to the maximum extent permitted by law.

12. Force Majeure.

12.1 Definition. For purposes of the Contract, "Force Majeure" means any event or circumstance beyond the reasonable control of the affected party that prevents or delays the performance of its obligations under the Contract, despite such party's commercially reasonable efforts to avoid or mitigate the effects of such event. Force Majeure events include, without limitation, acts of God, natural disasters, war, acts of terrorism, epidemic or pandemic, fire, flood, hurricane or other severe weather events, labor disputes (including strikes and lockouts), quarantine, embargo, governmental action or inaction (including new laws, regulations, or delays in obtaining permits or approvals), industry-wide supply-chain disruptions, the inability to obtain necessary labor, equipment, or materials despite commercially reasonable efforts, and market-wide increases in the cost of labor, materials, or equipment (including foreign currency fluctuations and broad price escalations).

12.2 Notice and Effect. If Seller's performance is delayed or prevented due to a Force Majeure event, Seller shall provide Buyer with prompt written notice describing the particulars of the event as soon as reasonably practicable, but in no event later than ten (10) calendar days after Seller first becomes aware of the event. Upon confirmation that a Force Majeure event has occurred, the delivery schedule and other affected performance obligations (the "Delivery Schedule") shall be extended for a period reasonably necessary to overcome the impact of the event, and the Contract price (the "Contract Price") shall be equitably adjusted to reflect any documented, reasonable additional costs incurred by Seller as a result of such event.

12.3 Conditions for Excused Performance. A party shall be excused from performance and shall not be deemed in default with respect to any obligation hereunder, except the obligation to make payments previously due in a timely manner for liabilities actually incurred, if and to the extent that its failure or delay in performance is due to a Force Majeure event, provided that the party claiming excuse by reason of Force Majeure: (a) gives the other party written notice as required in Section 12.2; (b) suspends or modifies performance only to the extent and for the duration reasonably required by the Force Majeure event; (c) is not excused from obligations that arose before the occurrence of the Force Majeure event; (d) uses commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure event; and (e) promptly resumes performance under the Contract when able to do so and provides written notice to the other party of such resumption.

12.4 Exclusions. Force Majeure shall not include a party's mere inability to pay its debts when due. In addition, delays in transportation or equipment failures that are caused by the negligence or willful misconduct of Seller, or its subcontractors shall not constitute Force Majeure events under this Section 12.

12.5 Allocation. If a Force Majeure event materially restricts Seller's ability to supply the Equipment, Seller may allocate its available capacity and inventory among its customers, facilities, and internal uses in a manner it deems fair and reasonable, without being liable to Buyer for any resulting shortfall, provided such allocation is made in good faith.

13. Intellectual Property.

13.1 All intellectual property rights in and to the Equipment, including without limitation all designs, software, firmware, documentation, container designs, and know-how, are and shall remain the exclusive property of Seller or its licensors. No title to or ownership of any intellectual property rights is transferred to Buyer under the Contract.

13.2 Subject to Buyer's compliance with the Contract, Seller grants to Buyer a non-exclusive, non-transferable, limited license to use any software or firmware embedded in or supplied with the Equipment solely in connection with Buyer's authorized use of the Equipment and solely in object code form. Buyer shall not copy, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of such software, except to the limited extent expressly permitted by applicable law notwithstanding this restriction.

13.3 Custom container designs or other application-specific developments created by Seller may, at Seller's option, be exclusively licensed to Buyer on a royalty-free basis subject to mutually agreed purchasing commitments but shall remain the intellectual property of Seller unless otherwise agreed in a written instrument signed by Seller.

13.4 Mold and Tooling Designs. Unless Buyer has specifically contracted with Seller to provide engineering services, Seller retains full ownership and control of all ideas, inventions, designs, and drawings that Seller develops in connection with the manufacture, rework, or supply of molds and tooling, including any tooling or engineering developed in support or execution of the Contract. The results of Seller's engineering design and development, including 3-D models, mold design details, cavity layouts, container geometry, and CAD files, shall not be furnished to Buyer. Buyer's purchase of a mold or tooling does not transfer any design rights, and all mold and tooling designs shall remain the exclusive intellectual property of Seller. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller relating to mold and tooling designs.

14. Confidentiality.

14.1 Buyer shall treat as confidential and shall not, without Seller's prior written consent, disclose to any third party any non-public technical, commercial, or other information received from Seller in connection with the Contract, including without limitation pricing, technical drawings, specifications, software, manuals, and trade secrets ("Confidential Information"). Buyer shall use Confidential Information solely for purposes of performing under the Contract and operating the Equipment.

14.2 The obligations in this Section 14 shall not apply to information that: (a) is or becomes publicly available through no fault of Buyer; (b) is lawfully received by Buyer from a third party without restriction on disclosure; (c) is independently developed by Buyer without reference to Seller's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that Buyer gives Seller prompt notice and cooperates with Seller in seeking a protective order or other appropriate remedy.

14.3 Mold and Tooling Confidentiality. Without limiting the generality of Section 14.1, Buyer acknowledges that all specifications, product and mold designs, concepts and sketches, processes, samples, patterns, plans, drawings, documents, and data relating to molds and tooling disclosed by Seller to Buyer are Confidential Information of Seller. Buyer shall not disclose or copy any such information unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section 14.3.

15. Compliance with Laws; Export Control.

15.1 Buyer shall comply with all applicable laws, regulations, and ordinances in connection with its purchase, installation, use, and resale (if permitted) of the Equipment, including those relating to workplace safety, environmental protection, data privacy, anti-bribery, and export control.

15.2 Buyer acknowledges that the Equipment and related technology may be subject to export control laws and regulations of the United States and other jurisdictions. Buyer shall not export, re-export, or transfer the Equipment or any related technical data or software in violation of such laws and regulations and shall obtain all required licenses, permits, and approvals prior to any such export, re-export, or transfer.

16. Cancellation; Suspension.

16.1 Buyer may not cancel the Contract or any order, in whole or in part, except with Seller's prior written consent and upon terms that fully compensate Seller for all costs incurred, commitments made, and a reasonable allowance for profit. Without limiting the foregoing, if Buyer desires to cancel a purchase order, Buyer shall pay Seller: (a) that portion of the purchase price equivalent to the work completed on the order, including engineering time and overhead costs incurred; (b) amounts for material purchased or committed to by Seller in connection with the incomplete portion of the order, including reasonable cancellation fees incurred by Seller; and (c) any restocking fees applicable to non-configured items returned for credit, as stated in Seller's policies or quotation. If Buyer attempts to cancel without Seller's consent, Seller may treat such attempt as a breach and pursue all available remedies.

16.2 If Buyer fails to comply with any of its obligations under the Contract, including payment obligations, or if Seller in good faith believes that Buyer's creditworthiness has become impaired, Seller may, without prejudice to any other rights or remedies, suspend performance, withhold shipment, or require advance payment or other security as a condition of further performance.

16.3 Mold and Tooling Cancellation. Notwithstanding Section 16.1, if Buyer cancels a Contract for molds or tooling following acceptance of Seller's quotation, Buyer agrees to pay Seller the greater of (a) twenty-five percent (25%) of the purchase price, or (b) Seller's expenditures for raw materials, unamortized tooling, labor incurred, handling, and overhead, and for all work completed to date and in progress but not yet delivered to Buyer; provided that the total amount of the cancellation charge shall not exceed the purchase price for such molds or tooling.

16.4 Retrofit, Rebuild, and Remanufacture Cancellation. Unless otherwise indicated in Seller's quotation, Buyer may cancel all or any part of an order for retrofit, rebuild, or remanufacture services by written notice received by Seller no later than ninety (90) days before the acknowledged shipping date or, in the case of partial cancellation, ninety (90) days before Seller's completion of the cancelled portion of the order. Upon receipt of such cancellation notice, Seller shall stop work on the cancelled portion as promptly as reasonably practicable. Buyer shall then be invoiced for and shall pay to Seller as liquidated damages the following cancellation charges: (a) for completed items, the charge shall equal the established Contract prices; and (b) for items not completed, the charge shall equal one hundred twenty percent (120%) of Seller's full cost as determined by Seller in accordance with its standard accounting practices, plus any applicable packing and storage charges, less a credit for the salvage value of materials as scrap. Full cost includes all burden and overhead costs incurred by Seller or any of its affiliates.

17. Governing Law; Venue; Dispute Resolution.

17.1 The Contract and these Terms shall be governed by and construed in accordance with the laws of the state or jurisdiction specified in Seller's quotation or order acknowledgment, without giving effect to any choice or conflict of law rules that would result in the application of the laws of any other jurisdiction. If no governing law is specified, the laws of the State of Michigan, U.S.A., shall govern, without regard to its conflict of laws rules.

17.2 Subject to Section 17.3, any legal action, suit, or proceeding arising out of or relating to the Contract, the Equipment, or the Services shall be brought exclusively in the state or federal courts located in the jurisdiction specified in Seller's quotation or order acknowledgment, and, if none is specified, in the state or federal courts located in the State of Michigan, U.S.A. Buyer irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on inconvenient forum or lack of personal jurisdiction.

17.3 Seller's Option for Arbitration. Notwithstanding Section 17.2, Seller may, at its sole option, require that any dispute, claim, or controversy arising out of or relating to the Contract be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. The seat of arbitration shall be in the State of Michigan, U.S.A., and the language of the arbitration shall be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

18. Miscellaneous.

18.1 The Contract (including these Terms and any documents expressly incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, negotiations, and communications, whether written or oral.

18.2 No amendment or modification of the Contract shall be binding unless in writing and signed by authorized representatives of both parties. No course of dealing, usage of trade, or course of performance shall modify or supplement the terms of the Contract.

18.3 Buyer may not assign or transfer the Contract, in whole or in part, whether by operation of law or otherwise, without Seller's prior written consent. Any attempted assignment in violation of this Section 18.3 shall be void. Seller may assign the Contract to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without Buyer's consent.

18.4 If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, consistent with the parties' original intent.

18.5 The headings in these Terms are for convenience only and shall not affect the interpretation of the Contract. The term "including" means "including without limitation." Provisions relating to confidentiality, intellectual property, warranty, warranty disclaimers, indemnification, patent indemnity, and limitations of liability shall survive termination or expiration of the Contract.

19. Indemnification.

19.1 Safety Commitments and Indemnity by Buyer. In accepting delivery and installation of the Equipment, Buyer specifically promises that it will not change, alter, or modify the Equipment or remove or render inoperable or unsafe any guards, shields, or other safety features of the Equipment, or remove, obliterate, or obstruct any warning, caution, or instruction labels, or fail, refuse, or neglect to install any retrofit kits from time to time marketed or provided by Seller to improve personnel safety. Buyer also specifically agrees that if it breaches any of such promises, or if it is negligent in maintaining the Equipment or in hiring and training equipment operators or service personnel, Buyer will indemnify, defend, and hold harmless Seller and its affiliates, directors, officers, employees, and agents (collectively, "Seller Indemnitees") from any and all actions, suits, claims, or demands, including product liability claims brought by Buyer's employees or subrogation claims brought by Buyer's workers' compensation or health insurance carriers, for injuries or loss arising out of the operation, maintenance, repair, or other use of the Equipment.

19.2 Product Liability & Third-Party Claims. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold Seller Indemnitees harmless from and against all losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Buyer's installation, operation, use, or maintenance of the Equipment, including operation not in accordance with Seller's instructions, manuals, warnings, or specifications; (b) modifications, repairs, or alterations to the Equipment not performed or expressly authorized in writing by Seller; (c) Buyer's failure to comply with applicable laws, including environmental, safety, export control, or workplace regulations; (d) Buyer's misuse, abuse, or negligence, including failure to properly train or supervise operators or personnel; (e) integration of the Equipment with non-Seller equipment, tooling, accessories, software, or production lines; (f) claims brought by Buyer's employees, contractors, or representatives, including workplace injuries arising from use of the Equipment; (g) any third-party claim that is caused by Buyer's acts or omissions; and (h) any breach of the Contract by Buyer. Buyer further agrees to indemnify, defend, and hold Seller harmless against any claims arising from Buyer's misuse, alteration, reverse-engineering, or unauthorized disclosure of Seller's technical documentation, software, or intellectual property.

19.3 Indemnity Procedure. Seller shall notify Buyer of any claim for which indemnification is sought; however, failure to provide prompt notice shall not relieve Buyer of its obligations except to the extent Buyer is materially prejudiced. Seller may participate in its own defense with counsel of its choice at Buyer's expense if Buyer's counsel has a conflict or fails to diligently defend.

19.4 Exclusions. Buyer is not responsible for indemnifying Seller to the extent a claim arises solely from (a) Seller's gross negligence or willful misconduct, or (b) a defect proven to exist in Seller-manufactured Equipment under Seller's express warranty.

19.5 Survival. Buyer's obligations under this Section 19 shall survive delivery, installation, payment, and termination or expiration of the Contract.

20. Patent Indemnity.

20.1 Seller shall indemnify Buyer for costs and damages awarded against Buyer in a patent suit or proceeding, up to the purchase price of the applicable Equipment, provided that: (a) the patent suit or proceeding is based upon a claim that the Equipment or part thereof (excluding any third-party product) is an infringement of any claim of a presently existing U.S. patent granted at the time the purchase was made; (b) the claim of patent infringement is not based, directly or indirectly, upon (i) the manufacture, use, or sale of any Equipment furnished by Seller which has been modified without Seller's consent, (ii) the manufacture, use, or sale of any combination of Equipment furnished by Seller with products not furnished by Seller, or (iii) performance of a patented process using Equipment furnished by Seller or production thereby of a patented product; and (c) Seller is notified promptly of any suit or proceeding.

20.2 Seller shall not be responsible for any settlement made without Seller's written consent nor for costs or expenses incurred without Seller's written consent. If the Equipment is adjudicated to be an infringement and its use in the United States by Buyer is enjoined, Seller shall, at its own expense, either: (a) replace it with a non-infringing product; (b) modify the Equipment so it becomes non-infringing; or (c) remove the Equipment or part thereof and refund Buyer's net book value and transportation costs attributable to it.

20.3 This Section 20 states Seller's entire liability with respect to any patent infringement by the Equipment or any parts thereof. To the extent that the Equipment or any part thereof is supplied according to specifications and designs furnished by Buyer, Buyer agrees to indemnify Seller in the manner and to the extent set forth above insofar as the terms thereof are applicable.