

## **APPENDIX A**

### **GRAPHIC PACKAGING INTERNATIONAL, LLC STANDARD TERMS AND CONDITIONS OF SALE FOR MACHINERY FROM THE UNITED STATES**

1. Definitions. (a) The term "Seller" as used herein shall mean Graphic Packaging International, LLC (b) The term "Buyer" shall mean the purchaser of the article from Seller. (c) The term "Articles" shall mean the equipment purchased from Seller.
2. Offer/Acceptance. Submission of an order shall be considered an offer to purchase goods upon these terms and conditions ("Terms"). It shall be binding only upon acceptance by Seller; however, Buyer may revise quantities or cancel an order prior to order confirmation by Seller. All notices relating to this Agreement or orders placed pursuant hereto must be in writing and any change in specifications or other modification must be consented to in writing by both Buyer and Seller. Seller may refuse to accept any order in its sole discretion. Seller shall be deemed to have accepted an order for Goods only by shipment of those Goods and Buyer may not revise or cancel an order following acceptance. Acceptance of an order by Seller is expressly limited to the terms set forth in these Terms. Brokers and salesmen have no authority to waive charges or modify any of the Terms. No terms different from or in addition to these Terms shall be binding unless accepted in writing by Seller, whether or not such terms materially alter those set forth here.
3. Price, Terms of Payment and Taxes. The price of the Articles and terms are set forth on the face hereof. Seller's terms are Net 30 from the date of the invoice. All taxes on this transaction shall be paid by Buyer.
4. Shipment. Shipping dates are estimates and Seller does not guarantee that any Article will be completed or shipped on a certain date. Seller agrees, subject to the other provisions hereof, to use all reasonable efforts to ship Articles within a time span suitable to Buyer. It is the responsibility of Buyer to provide Seller with all necessary manufacturing details and specifications, test materials and other items needed for design and manufacture on a timely basis so that Seller is able to fulfill its shipment obligations as set forth herein.
5. Delivery, Title, and Risk of Loss. Articles sold hereunder shall be EX-Works loaded, Seller's plant. Title and risk of loss shall pass to Buyer when delivered to the EX-Works location. All transportation charges shall be pre-paid by Seller and invoiced to the Buyer at cost. Buyer shall have the right to select the means of transportation.
6. Warranty.

(a) Seller warrants to original Buyer that the Article, described herein or sold hereunder will be free from defects in materials and workmanship at the time of shipment. If within one (1) year from date of shipment by Seller, the Article contains defects in material and workmanship and Buyer notifies Seller promptly in writing giving a detailed description of each defect in material and/or workmanship, Seller shall thereupon correct any defect, at its option, either by repairing any defective part or parts or by making available at Buyer's plant a repaired or replacement part. A purchase order will be required for replacement parts, credited upon return and verification of the defective part. No claim by Buyer for damages, labor and installation charges will be allowed, but Buyer will be reimbursed for transportation charges if the part is determined to be defective. Parts of the equipment manufactured by other than the Seller are not covered by Seller's warranty and are sold exclusively under the warranty provided by such manufacturer and only to the extent that Seller may pass on such warranty to Buyer. On the repair or replacement of a defective part, Seller's warranty will continue for the repaired or replacement part for the remainder of the warranty period which remains for the original part. Any liability of Seller under the warranties specified above is conditional upon the applicable equipment being well maintained, properly

lubricated, cleaned and operated at speeds not in excess of the quoted speed by qualified operators and that the materials chosen, to be used on or through the equipment by the Buyer, are in accordance with the drawings and specifications approved by Seller. Seller will not be liable for any loss experienced by the Buyer such as plant shut-down, increased operational expenses, loss of product or materials, or any other consequential, special, incidental, punitive, or indirect loss or damage of any nature. All claims for such loss or damage are expressly waived by Buyer. The foregoing warranties run only to Buyer, are nonassignable and THE REMEDIES CONTAINED THEREIN SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDIES in the event of any breach thereof.

(b) Except as expressly set forth above, there is NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS OF PURPOSE relating to: (a) The Articles or any components thereof or their performance or ability to produce or handle any product or article, or (b) the product or article so handled by the machinery and none shall be implied by law. As to the warranty expressly made above, any claim by Buyer on account of breach of warranty shall be deemed waived conclusively unless written notice thereof is given within thirty (30) days of the event which constitutes or evidences a breach of warranty. This warranty shall not apply to any articles or components which shall have been damaged in any way after delivery to the EX-Works location. There is no warranty whatsoever as to any materials, articles or products which might be handled by or run on the machinery or parts and, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE, DIRECTLY OR AS AN INDEMNITOR, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF CONTRACTS OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGES occasioned in any way by defects or deficiencies in the Articles, their design and components or materials, articles or products handled by or run on the machinery or for any other cause whatsoever.

7. Buyer Warranties. Buyer warrants that it has qualified personnel who are able to properly and safely operate the Articles sold hereunder and machinery which Articles sold hereunder will be installed upon or within and agrees to save and hold harmless Seller from any and all claims, demands and suits which might result from or be connected with the operation or use of the machinery and parts by any person, including employees of Buyer, whether for personal injuries, death or property damage.
8. Installation/Guarding. Installation of Articles shall be at Buyer's expense. Seller, upon Buyer's request, shall provide an experienced technician to supervise the installation, and Buyer agrees to pay transportation charges and reasonable living expenses for said technician, and Seller's daily service charge in effect at the time. Buyer shall be responsible for final guarding requirements for the installed Article.
9. Impairment of Credit. If Buyer is or becomes insolvent or is unable to pay its debts or has filed for bankruptcy or has had any bankruptcy proceedings filed against it or if in the reasonable judgment of Seller, Buyer's ability to pay has been impaired, Seller may demand cash in advance before shipment is made. Interest at the maximum legal rate shall be charged on all past due payments under this Agreement.
10. Security Interest. The Buyer hereby grants to Seller a security interest in the Articles to secure payment of the purchase price and Buyer's performance under this Agreement, and the Seller shall have, upon a default of payment or upon the bankruptcy or insolvency of Buyer all of the rights of a secured creditor under the Uniform Commercial Code including the right to the immediate repossession of the machinery or parts. Such rights and remedies shall be in addition to any other rights and remedies Seller may have under this Agreement. Buyer agrees to execute any and all documents deemed reasonably necessary by Seller to perfect Seller's security interest in the Articles. Buyer agrees to maintain insurance coverage sufficient to protect Seller's interests

in the Articles until such time as the purchase price has been paid in full.

11. Specifications. Seller reserves the right to alter the design or specifications of the Articles at any time prior to delivery to the EX-Works location, so long as such changes do not materially change the basic function of the Articles upon or within which parts sold hereunder are to be installed or increase the purchase price. All technical data, layouts and concepts, whether written or oral supplied by Seller or disclosed to Buyer by Seller constitute proprietary and confidential information of Seller, and Buyer agrees that it shall not disclose to third parties any such information. The provisions of this section 10 shall survive the completion of performance of this agreement.
12. Cancellation. This Agreement is not subject to cancellation or change by Buyer without the written consent of Seller. In the event Buyer refuses to accept delivery of any Article, Buyer agrees to indemnify Seller against all losses or damages it may incur as a result of such failure to accept delivery including, without limitation, all costs incurred in the manufacture and design of said Articles, lost profits and restocking charges. For any such Article, Seller shall retain title. Seller shall be entitled to all damages provided by this Agreement and applicable law.
13. Patents.
  - (a) It is specifically understood by and between the parties that title to all inventions and any and all patents which may be subsequently issued thereon relating to the engineering and/or development of the Article by Seller shall remain the sole property of Seller.
  - (b) The intellectual property embodied in the Article and any materials disclosed by Seller to Buyer, including Article design, drawings, technical documents, specifications, trademarks, software, know-how, and trade secrets, shall at all times belong to Seller. Buyer shall not disclose such intellectual property to any third party and shall not allow or cause any third party to use, copy, reverse engineer, disassemble, or analyze any such intellectual property. Should Buyer breach this provision, Buyer shall compensate Seller for Seller's loss.
  - (c) Seller warrants that the Articles specified herein shall be delivered free of the rightful claim of any third person by way of infringement or the like, provided that Buyer gives immediate notice in writing of the commencement or threat of commencement of any claim or suit. In such event Seller shall have the full right to defend, compromise or settle such claim or suit, and the Buyer shall give the Seller needed information, assistance and authority to enable the Seller to do so. If Buyer furnishes specifications to Seller, Buyer hereby agrees to hold Seller harmless against any claim which arises out of compliance with the specifications. Seller is not responsible for any damages or expenses resulting from any infringement or alleged infringement if the Articles are modified, altered, or changed or if such infringement or alleged infringement arises out of the combination of the machinery or parts with other components or accessories not sold by Seller. This indemnity covers the structure of the machinery or parts only and does not extend to methods or processes employed by the Buyer. Under no circumstances shall Seller's liability exceed the market value of the machinery or parts charged to infringe.
14. Packaging and Storage. The price quoted includes standard packing. Export or special packing shall be undertaken only upon Buyer's written instructions and at Buyer's expense. If Buyer fails to take timely delivery of the Articles, Buyer shall pay reasonable storage charges and care and maintenance expenses of the machinery or parts. This clause shall not, however, impose any liability upon Seller for such care and maintenance.
15. Applicable Laws and Ordinances. The Buyer shall be responsible for ascertaining that the Articles as installed and operated will comply with all building code requirements and all other applicable laws, rules, ordinances and regulations, whether federal, state or local.
16. Performance and Speeds. Where reference is made in Seller's specifications to various speeds of the Articles, Buyer understands that such references do not constitute a representation or

warranty as to normal operating speed of Articles. The speed at which the Articles perform is dependent upon the quality, nature and consistency of the materials used on the Articles, the level of competency of the personnel operating or supervising the operation of the Articles and such other conditions as may exist at the premises where the machinery or parts are situated.

17. Claims. No claims for shortages or errors will be considered unless such claim is made in writing within ten (10) days from receipt of the machinery or parts. Buyer's acceptance or use of the machinery or parts shall constitute Buyer's waiver of any and all such claims and any claims for losses or damages resulting from any delays in delivery or shipment, regardless of the cause.
18. Acceptance. In the event these terms and conditions form a part of a quotation or offer to supply or manufacture Articles for Buyer and such offer is accepted by Buyer, such offer is made subject to the condition that the terms and conditions contained herein shall control and that any terms and conditions contained in or made a part of Buyer's purchase order are specifically rejected notwithstanding any provision or terms thereof to the contrary. All orders are subject to final written acceptance and approval by an authorized representative of Seller. This Agreement represents the entire agreement between the parties hereto, superseding all prior agreements and representations, either written or oral. In no event shall this Agreement or any provision hereof be deemed to be amended, modified or changed in any manner whatsoever (including by reason of trade usage or course of dealing) except and unless such amendment, modification or change is set forth in a writing executed by the Buyer and Seller in a document making specific reference to this Agreement. All terms and conditions contained in any purchase order from Buyer are hereby expressly excluded.
19. Assignment and Waiver. Neither this Agreement, nor any right or interest in this transaction, may be assigned by Buyer without the prior written consent of Seller, and the Seller's failure at any time to insist upon strict performance of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of any term or condition.
20. General. This Agreement shall be governed by and construed according to the laws of the State of Georgia. There are no third-party beneficiaries to this agreement. If Buyer is responsible for installing and interfacing Articles purchased hereunder for third parties, Buyer, and not Seller, is responsible for such. Seller is not responsible for the performance of any agreements between the Buyer and third parties.
21. Force Majeure. Each party hereto shall be excused from performance under this Agreement to the extent that performance is prevented by events beyond such party's reasonable control, including but not limited to, acts of God, fire, epidemic, pandemic, civil insurrection, war, shortages of materials, failure of supplies, strike or other labor disturbances. Neither party hereto shall be required to settle a strike or labor disturbance if such settlement is believed not to be in its best interests.