

Welcome to Reynolds Packaging and thank you for the opportunity to be your business partner in packaging. We look forward to working with your company.

Corporate Headquarters: Reynolds Packaging
1037 Waube Lane
Green Bay, WI 54304

Contact Information:

Call: 920-569-5700 (24 Hour Order Confirmation)

Email: meetus@reynoldspackaging.com

Or contact your representative at: 920-569-5700 Ext. 233

Purchase Orders/Vendor Onboarding Documents to include:

- 1) **Shipping instructions, destination receiving hours & special handling (lift gate, etc.)**
- 2) **Any specific label requirements**
- 3) **Reference to Quote #**
- 4) **Preferred Ship Date**
- 5) **Billing Address**
- 6) **Shipping Address (if different than above)**

Converting:

Incoming roll-sock/products into Reynolds Packaging for converting please note:

- 1) All materials must have a detailed packing list.
- 2) Material specification data

NOTE: Receiving hours **7:00 AM - 3:30 PM** Monday thru Friday

Remittance to Reynolds Packaging in the following forms of payment:

- ✓ Company check within terms provided to remittance address:
Reynolds Packaging
1037 Waube Lane
Green Bay, WI 54304
- ✓ ACH – Funds must be directed to:
Bank of Luxemburg
Routing # 075905910
Call 920-569-5700 for Account #
- ✓ Domestic Wire Transfers
\$35 fee will apply to all wire transfers

Anyone placing an order and/or desiring credit must complete our credit application. Each account, if approved, will be given a credit limit. When the credit limit has been exceeded, no credit will be extended until the amount due is within the credit limit. If you wish to increase your credit limit, you must have it approved prior to the purchase of additional Products. Our normal terms are net 30 days. Any account 45 days or older will be considered in default and may be sent for collection action. Interest is assessed after 30 days. The current rate is 1-1/2% per month (18% per annum).

REYNOLDS PACKAGING, LLC
TERMS AND CONDITIONS OF SALE

- 1. PRODUCT** – Any order placed by a Buyer, whether by oral, written or electronic means, shall be deemed to constitute an offer by the Buyer to enter into a contract to purchase Reynolds Packaging's products (the "Products") on these Terms and Conditions of Sale (the "Terms"), which shall be deemed to be incorporated into any such offer or order. The offeror order, together with these Terms, shall constitute the entire agreement between Seller and Buyer (the "Contract"). Any offer by a Buyer shall be deemed to be accepted by Seller, and a contract on the terms and conditions contained herein shall be deemed to be entered into, upon the transmittal of "Order Confirmation" to Buyer or upon Product shipment to Buyer, whichever occurs first. SELLER HEREBY EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON BUYER'S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS, WHICH ATTEMPT TO IMPOSE UPON SELLER TERMS AND CONDITIONS WHICH DIFFER FROM SELLER'S STANDARD TERMS AND CONDITIONS OF SALE HEREIN, AND SHIPMENT OR OTHER PERFORMANCE BY SELLER SHALL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS. BUYER'S FULL OR PARTIAL PAYMENT OR ACCEPTANCE OF DELIVERY SHALL CONSTITUTE ACCEPTANCE OF ALL OF THESE STANDARD TERMS AND CONDITIONS. We will use our best efforts to fulfill all orders, however, Seller cannot guarantee the availability of any particular product.
- 2. TERMS AND CONDITIONS OF SALE.** The obligations and rights of the party identified by the "sold to" on the front side hereof ("Buyer") and Reynolds Packaging, LLC ("Seller") shall be governed solely by these terms and conditions. The provisions of any purchase order or other writing, or course of dealing, usage of trade or other conduct, inconsistent herewith shall not constitute a part of this contract of sale. If any of the terms and conditions hereof is not acceptable to Buyer, Buyer shall notify Seller in writing within 5 business days of Buyer's receipt of this contract of sale. This is intended by the parties to be a final expression of their agreement and is a complete and exclusive statement of the terms and conditions of such agreement and supersedes all prior and contemporaneous promises, covenants, agreements, understandings, negotiations and discussions between the parties, whether oral or written.
- 3. LIMITED WARRANTY** – Reynolds Packaging warrants that all Products shall be manufactured in good workmanship and material per the specifications provided to Reynolds Packaging for a period of 180 days under normal use and service from the date manufactured. Buyer agrees that it has independently determined that the Products purchased hereunder are suitable for the Buyer's specific applications. Seller and its representatives may, from time to time, offer recommendations and advice with respect to the use of the Product. Any such recommendations and advice are not warranted by Seller, and Buyer will act upon any such recommendations and advice at Buyer's sole risk. Reynolds Packaging disclaims any warranty of merchantability or fitness for a particular purpose. The parties therefore agree that the Products be manufactured in accordance with the specifications described. Seller's liability and Buyer's exclusive remedy for any claims arising out of the Products sold hereunder shall be limited to rework or replace the defective or nonconforming Products with conforming Products or provide Buyer with an account credit for amounts that Buyer has paid to Seller, at Seller's option.

Reynolds Packaging is not responsible for excess or defect material upon completion of the job. Seller requires disposition instructions within 30 days of completing the job. If disposition instructions are not provided within this time frame, Seller has the right to properly dispose of the excess/defect material. In the event Seller provides Buyer with defective or nonconforming Products, Buyer shall notify Seller about any defective or nonconforming Products promptly after discovering the defect or nonconformity and give Seller the opportunity to inspect the Products within a reasonable time.

Except for defects in workmanship as described in the preceding paragraph, the foregoing warranty does not apply to the extent a Product that has been manufactured by Seller (i) is based on a design specified by Buyer, (ii) utilizes materials provided by Buyer, and/or (iii) utilizes materials either specified by Buyer or required by Buyer to be purchased by Seller from a supplier specified by Buyer.

IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE DEFECTIVE OR NONCONFORMING PRODUCTS.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF INCOME OR PROFITS OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR WITH THE USE OR DELIVERY OF PRODUCTS FURNISHED HEREUNDER.

- 4. PRICES AND TERMS OF SALE** – The prices and terms of sale stated herein are F.O.B. Seller's Facility for sales requiring shipment of goods to a location in the U.S.A. and are based on quantities specified for delivery in a single lot unless otherwise indicated on Seller's Order Confirmation and/or invoice. Prices quoted by Seller in writing are firm for thirty (30) days after the date of the quote and are subject to change without notice. Seller does not guarantee that any content is accurate and complete, including

price information and product specifications. Seller reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

5. **FORCE MAJEURE** – Seller shall have no liability to Buyer or third parties for any delay in, or failure of, performance caused by circumstances beyond its direct control, including but not limited to acts of God, fire, flood, war, governmental action, major equipment failure, accident, pandemic, labor disputes, strikes, shortage or inability to obtain materials, equipment, power or transportation. Seller shall have the option to cancel this contract and any liability if for any reason a delay is caused.
6. **TAXES AND FEES** - Prices stated herein do not include any taxes, charges, assessments, or duties, and the amount of any thereof which Seller is required to pay or collect shall be invoiced to and payable by Buyer. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.
7. **SHIPMENT; RISK OF LOSS; TITLE** – Unless otherwise provided in writing, delivery specified by Seller is estimated and based on the anticipated availability at that time. Seller will make a good faith effort to meet the estimated delivery time and shall not be responsible for failure to do so. Seller will notify Buyer of conditions delaying or preventing delivery of their order. Seller shall place the goods in the possession of a carrier and will make a contract for their transportation as may be reasonable, having regard for the nature of the goods and generally accepted commercial standards. The Buyer shall be responsible for all expenses incurred in delivering the goods unless otherwise indicated by the governing terms of sale. Risk of loss of the goods and responsibility to insure the goods shall pass to Buyer per the governing terms of sale. Title to goods shall transfer upon Seller's satisfaction of delivery per the governing terms of sale.
8. **CANCELLATION, MODIFICATION, SUSPENSION** – Orders placed with Seller by Buyer may not be canceled by Buyer unless agreed in advance in writing with Reynolds Packaging. If Buyer defaults when payment is due, or if Buyer becomes the subject of bankruptcy or subject to any litigation process, Seller may, at Seller's choice, cancel or defer delivery and/or demand immediate payment of all of Buyer's outstanding debt plus any additional costs, expenses, losses, or damages, including any profit loss incurred by it as a result of cancellation, delay, default or any other reason.
9. **CREDIT APPROVAL** – Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller's credit department. Buyer agrees to provide financial statements and/or bank statements to Reynolds Packaging upon request. For consideration of any extension of credit by Seller, Buyer authorizes Seller to conduct a credit investigation including inquiries of any references listed above. Reference investigations can/will include bank, supplier, and/or job references.
10. **PAYMENT** – Unless otherwise agreed by Reynolds Packaging in writing, Buyer agrees to make full payment of Net 30 days with approved credit from the date of Seller's invoice. Outstanding balances not paid when due are subject to late charges accruing from the invoice date at the rate of 1.5 percent per month (18% per annum) or the maximum interest allowable under applicable state law on any late payments due hereunder. Seller's receipt of any payment less than the full amount due shall not waive any rights of Seller. Seller reserves the right at any time to refuse or stop delivery of any order whenever, at Seller's discretion. Buyer is responsible for all costs and expenses related to collection fees and/or attorneys' fees for collection due Seller. If a check is returned for insufficient funds (NSF) or any other reason, Buyer shall pay Seller a fee of \$40.00, plus any fee charged by Seller's bank to Seller. Payments made by credit card to clear term invoices are subject to an additional fee. We offer invoice payment by ACH at no charge.
11. **BUYER INSPECTION** – Buyer will have 15 days after delivery of the Products to inspect the Products and to provide written notice to Reynolds Packaging of any nonconformity. If Buyer does not notify Seller during this period, the Products shall be deemed accepted by Buyer and it is expressly agreed that Buyer shall have waived all claims based on any defects that were or would have been discovered upon reasonable inspection during this period. Such acceptance shall be deemed to have been made with knowledge of any nonconformity or defects that such an inspection reasonably would have revealed.
12. **PROPRIETARY RIGHTS** – Buyer acknowledges and agrees that it is not acquiring any right, title or license in or to Seller's intellectual property or other proprietary rights associated with any of the Products.
13. **ASSIGNMENT; BINDING EFFECT** - Buyer may not assign either its rights or obligations under any purchase order or invoice without the prior written consent of the Seller, and any attempted assignment without such consent shall be void. Seller may assign or subcontract its rights and obligations under any purchase order from Buyer. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and permitted assigns, and their legal representatives.
14. **CONTROLLING LAW; JURISDICTION; LANGUAGE** – This transaction shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of Wisconsin with regard to any principles of conflicts of laws. Any and all legal actions or proceedings shall be brought only in the courts of the State of Wisconsin.
15. **MISCELLANEOUS** – (i) no provision of this Agreement may be amended or waived except in writing signed by Seller and Buyer; (ii) a waiver of a breach shall not operate or be construed as a waiver of any subsequent breach; (iii) Seller may set off any amount due from Buyer, whether or not under this Agreement, against any amount which may become due to Buyer, whether or not under this Agreement; (iv) if any provision, clause or part, or the application thereof is held invalid, the remainder of this Agreement or the application of such provision, clause or part under other circumstances shall not be affected thereby; and (v) this Agreement may only be amended in writing signed by both parties hereto.