

ORBIS RPM SERVICES TERMS AND CONDITIONS OF SALE

1. **Acceptance.** These ORBIS RPM Services Terms and Conditions of Sale (these “*Terms*”) are the only terms that govern the provision of services (“*Services*”) by ORBIS Corporation, including its subsidiaries (collectively, “*ORBIS*”), to the purchaser (“*Purchaser*”) named on the applicable quotation, proposal, order acknowledgement or confirmation, invoice, or other document referencing these Terms (each, a “*Transaction Document*,” and a Transaction Document together with these Terms, each this “*Agreement*”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties covering the provision of the Services covered hereby is in existence, the terms and conditions of said contract will prevail to the extent they are inconsistent with these Terms. ORBIS may modify or withdraw a Transaction Document at any time prior to Purchaser’s receipt of ORBIS’ acceptance of the order issued by Purchaser pursuant to such Transaction Document. Unless otherwise stated on the applicable Transaction Document, ORBIS may, at any time and in its sole discretion, revise the pricing terms, payment terms, service standards and specifications, and performance dates included in any Transaction Document referencing these Terms. No order issued by Purchaser will be binding upon ORBIS unless accepted in writing by ORBIS, and then will be solely governed by these Terms. Clerical errors in ORBIS’ quotations, proposals, acknowledgements, confirmations, and invoices are subject to correction, and such errors do not relieve Purchaser of Purchaser’s obligations contained in this Agreement.

2. **No Conflicting or Additional Terms.** This Agreement constitutes the entire agreement between ORBIS and Purchaser with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All terms, conditions, and specifications are set forth in these Terms or on the face or back of the applicable Transaction Document or on any attachments thereto. There are no warranties, agreements, or understandings, either express or implied, affecting it, except as set forth in these Terms or on the face or back of the applicable Transaction Document or on an attachment thereto. The terms of this Agreement expressly exclude and prevail over any of Purchaser’s general terms and conditions contained in any documentation issued by Purchaser, including, without limitation, any terms referenced or included in any order issued by Purchaser. ORBIS expressly rejects any and all additional or contradictory terms specified in any order, email, acknowledgment, confirmation, or other document supplied by Purchaser pertaining to the Services or this Agreement. No online or electronic terms or conditions will be binding upon ORBIS even though such terms may have been “accepted” by ORBIS in order to access or use any system.

3. **Pricing.** Unless specifically held open for a length of time on the applicable Transaction Document, all prices are subject to change without notice and all Services will be invoiced to and paid by Purchaser at ORBIS’ prices in effect at the time of performance. Purchaser shall be responsible for any and all taxes, duties, fees, or charges of any nature whatsoever imposed by any governmental authority on or measured by any transaction between Purchaser and ORBIS (other than taxes on or measured by ORBIS’ net income). If ORBIS is required to pay any such tax, duty, fee, or charge, Purchaser shall promptly reimburse ORBIS for the same. Purchaser shall reimburse ORBIS for all reasonable travel and out-of-pocket expenses incurred by ORBIS in connection with the performance of any Services.

4. **Payment.** Purchaser shall pay ORBIS for the Services in accordance with the terms printed on the applicable Transaction Document, without offset or deduction. If payment terms are not set forth on an applicable Transaction Document, payment is due in full within thirty (30) days of invoice, without discount, and ORBIS may issue invoices upon the completion of any Service or deliverable, or portion thereof. Overdue payments will bear interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, from the date due until paid. Notwithstanding the foregoing, in the event that Purchaser fails to make any timely payment required under this Agreement, ORBIS may, in

ORBIS' sole and absolute discretion and without limiting any other rights or remedies available to ORBIS: (a) suspend or defer the Services (including Services under open orders) until such failure is remedied; and/or (b) change the payment terms to cash in advance. Purchaser shall pay all collection fees, including attorneys' fees, incurred by ORBIS in connection with attempting to collect on any and all outstanding amounts due and owed to ORBIS.

5. **Cancellation.** Purchaser may not cancel an order once such order has been accepted by ORBIS. ORBIS may from time to time consider, but accept or reject in ORBIS' sole discretion, an order cancellation request from Purchaser. ORBIS may cancel or modify any order or Transaction Document at any time in its sole discretion without liability.

6. **Performance of Services.** ORBIS shall use reasonable efforts to meet any performance dates to render the Services specified in this Agreement, and any such dates will be estimates only. Purchaser shall: (a) cooperate with ORBIS in all matters relating to the Services, and provide such access to Purchaser's premises and such office accommodation and other facilities as may reasonably be requested by ORBIS for the purposes of performing the Services; (b) respond promptly to any ORBIS request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for ORBIS to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as ORBIS may reasonably request to carry out the Services in a timely manner, and ensure that such materials or information are complete and accurate in all respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

7. **Purchaser's Acts or Omissions.** If ORBIS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants, or employees, ORBIS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Lease of Packaging Products.**

(a) **Ownership of Packaging Products.** To the extent set forth on the applicable Transaction Document, the Services may include the lease of certain packaging products to Purchaser (the "***Packaging Products***"). Any such arrangement is a lease only, and is not a sale or the creation of a security interest. Purchaser shall not have, or at any time acquire, any right, title, or interest in the Packaging Products, except the right to possession and use as provided for in this Agreement. ORBIS shall at all times be the sole owner of the Packaging Products. Purchaser shall not sublet, encumber, or dispose of the Packaging Products, and shall not remove, cover, or interfere with ORBIS' identification labels attached to the Packaging Products.

(b) **Use of Packaging Products.** Purchaser shall use the Packaging Products in a careful and proper manner and only for the purposes for which the Packaging Products were designed and provided. Purchaser shall take all necessary precautions regarding the safe and appropriate use of the Packaging Products, and protect all persons and property from injury or damage. Purchaser shall not permit any Packaging Products to be used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation. Purchaser warrants that the Packaging Products will be used for commercial purposes only, in the conduct of Purchaser's lawful business. Purchaser shall not attempt or purport to sell, pledge, mortgage, or otherwise encumber any of the Packaging Products.

(c) **Risk of Loss.** Purchaser shall be fully responsible hereunder and bear the risk of loss for the Packaging Products commencing upon delivery of the Packaging Products to Purchaser. This risk of loss will remain with Purchaser until the return of the Packaging Products to the location designated by ORBIS following the expiration or termination of this Agreement, and the subsequent inspection and acceptance by ORBIS.

(d) **Maintenance and Repairs.** Purchaser shall promptly notify ORBIS of any lost, damaged, or defective Packaging Products. ORBIS shall be responsible for required maintenance and repairs to the Packaging Products caused by Ordinary Wear and Tear. “**Ordinary Wear and Tear**” means only the normal deterioration of the Packaging Products caused by ordinary, reasonable, and proper use of the Packaging Products by Purchaser; Ordinary Wear and Tear does not include, under any circumstances, damage to any Packaging Products resulting in ORBIS determining in its sole discretion that any of the Packaging Products must be scrapped or otherwise disposed. ORBIS shall not be responsible, and Purchaser shall indemnify ORBIS, for any lost or damaged Packaging Products to the extent not caused by Ordinary Wear and Tear, including, without limitation, any theft of the Packaging Products or any loss or damage resulting from any misuse or negligent act by Purchaser or any of its employees, agents, customers, or representatives. Any such amounts will be due and payable within thirty (30) days of invoice by ORBIS; provided, however, ORBIS may in its sole discretion allow such amounts to be split and paid together with an agreed upon number of Purchaser’s regularly scheduled payments under the Agreement.

(e) **Return of Packaging Products.** Purchaser shall return the Packaging Products to ORBIS in good and working condition, Ordinary Wear and Tear excepted, upon the expiration or termination of the lease term set forth in the applicable Transaction Document. If Purchaser fails to timely return the Packaging Products for any reason whatsoever, or if for any reason it becomes necessary for ORBIS to retake the Packaging Products, Purchaser hereby authorizes ORBIS, at ORBIS’ sole and absolute discretion, to: (i) charge Purchaser per outstanding unit of Packaging Product at ORBIS’ then-current daily rental rate; (ii) invoice Purchaser the purchase price for any Packaging Products not returned; and/or (iii) retake the Packaging Products without further notice or legal process, and for this purpose enter upon any premises of Purchaser and remove the Packaging Products, and in such event, Purchaser agrees that ORBIS shall not be liable for any claims for damage or trespass arising out of the retaking of the Packaging Products, and Purchaser shall indemnify, defend, and hold ORBIS harmless from any and all Losses arising from such retaking.

9. **Intellectual Property.** All intellectual property rights in and to the Services and all portions thereof, and in and to any other materials or deliverables that are delivered to Purchaser in connection with this Agreement or prepared by or on behalf of ORBIS in connection with this Agreement, will be and remain the exclusive property of ORBIS. Purchaser shall assist ORBIS, to the extent reasonably requested by ORBIS, in the procurement of any protection or defense of ORBIS’ intellectual property that relates to the Services. Except as otherwise expressly and specifically provided on the face of a Transaction Document hand-signed by an officer of ORBIS, no license, transfer, or assignment of proprietary rights will occur as a result of this Agreement.

10. **Confidentiality.** If Purchaser and ORBIS are parties to a confidentiality and/or non-disclosure agreement, the terms of such agreement are incorporated herein by this reference and will control the disclosure of any confidential or proprietary information between the parties. If Purchaser and ORBIS are not parties to such an agreement, then without ORBIS’ prior written consent, Purchaser shall not, at any time, disclose or allow to be accessed any confidential, non-public, or proprietary information acquired by Purchaser through or in connection with this Agreement, and may only use such information for the purpose of performing under this Agreement. Such information includes, without limitation, ORBIS’ specifications, materials, deliverables, samples, patterns, designs, plans, drawings, documents, data, business operations

information, customer lists, pricing, discounts or rebates, information about ORBIS' relations with its employees or its manner of operation, inventions, processes, and trade secrets, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Purchaser may not take with it upon termination of this Agreement any drawings, blueprints, specifications, documents, materials, or other papers, whether or not containing confidential information, except with the prior written consent of ORBIS. Upon ORBIS' request, Purchaser shall promptly return all documents and other materials received from ORBIS or incorporating or based upon, in whole or in part, such materials. ORBIS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

11. **Limited Warranty; Exclusive Remedy; Third-Party Products; Disclaimer.**

(a) **Limited Warranty.** ORBIS warrants to Purchaser that it shall perform the Services in accordance with generally recognized industry standards (the "***Warranty***"). The Warranty will expire twelve (12) months after the provision of the applicable Service. The Warranty runs only to Purchaser and not to purchasers of the Services from Purchaser.

(b) **Exclusive Remedy.** If a Service does not comply with the Warranty and a claim is made by Purchaser within the applicable Warranty period, ORBIS shall, at the option of ORBIS, either re-perform any and all defective Services free of charge, or grant to Purchaser a credit in an amount equal to the purchase price of the applicable Services. The remedy of re-performance or credit is the sole and exclusive remedy for breach of the Warranty. **THE REMEDIES SET FORTH IN THIS SECTION 11(b) WILL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND ORBIS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY.**

(c) **Third-Party Products.** To the extent any products manufactured by a third party ("***Third-Party Products***") may be contained or incorporated in any Services, such Third-Party Products are not covered by the Warranty and are provided "as is." **ORBIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) **Disclaimer.** **THE WARRANTY IS THE ENTIRE AND EXCLUSIVE WARRANTY REGARDING THE SERVICES AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ORBIS MAKES NO WARRANTY WITH RESPECT TO THE PACKAGING PRODUCTS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORBIS shall not be liable for a breach of the Warranty unless: (i) Purchaser gives ORBIS written notice of the defective Services, reasonably described, within five (5) days of the time when Purchaser discovers or ought to have discovered the defect; (ii) ORBIS is given a reasonable opportunity after receiving the notice of breach of the Warranty to determine whether the Services are defective as claimed; and (iii) ORBIS reasonably verifies Purchaser's claim that the Services are defective.**

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER AGREEMENT OR DOCUMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES SET FORTH HEREIN: (a) ORBIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE PROVISION OR USE OF THE SERVICES, FROM ANY BREACH OF THIS AGREEMENT, OR FROM ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY (EXPRESSED OR IMPLIED), BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ORBIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; AND (b) ORBIS' TOTAL AGGREGATE LIABILITY TO PURCHASER FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY PURCHASER TO ORBIS PURSUANT TO THE APPLICABLE TRANSACTION DOCUMENT.

13. **Indemnification.** Purchaser shall indemnify, defend, and hold ORBIS, it affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns harmless from and against any and all damages, liabilities, losses, obligations, judgments, costs, and expenses (including, without limitation, attorneys' fees) (collectively, "***Losses***") arising out of or in connection with: (a) Purchaser's breach of this Agreement; (b) Purchaser's failure to comply with any law or regulation; (c) Purchaser's negligent or more culpable acts or omissions; (d) Purchaser's use of the Services in any manner not specifically authorized by ORBIS in writing; (e) the use, possession, or lease of the Packaging Products, however caused, except to the extent such Losses are caused by ORBIS' negligence or willful misconduct; or (f) claims, suits, or proceedings brought against ORBIS alleging that the Services constitute a misappropriation or infringement of any patent, copyright, trademark, or trade secret, or any other proprietary rights of any third party and such claim, suit, or proceeding is based upon, or would have been avoided but for, ORBIS' compliance with any designs, drawings, specifications, or instructions regarding the Services provided by Purchaser.

14. **Insurance.** For so long as this Agreement is in effect between Purchaser and ORBIS and for twelve (12) months thereafter, Purchaser shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000. Purchaser shall cause the certificate of insurance for such policy to name ORBIS as an additional insured. In addition, Purchaser shall cause any Packaging Products to be covered at full replacement value by a property casualty insurance policy. Such policy will include a loss payee clause in favor of ORBIS. All policies required to be held by Purchaser hereunder will be issued by an insurance company with a rating of A VII or better in the current Best's Insurance Report published by A.M. Best Company, Inc., and Purchaser shall be fully responsible for the deductible for such policy. Purchaser shall provide ORBIS with a certificate of insurance evidencing the insurance coverage required hereunder upon ORBIS' request. Purchaser shall provide ORBIS with at least thirty (30) days' prior written notice in the event of any material change to, or cancellation of, any policy required hereunder. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against ORBIS and ORBIS' insurers. The insurance maintained by Purchaser will be primary to, and without any right of contribution from, any other insurance that may be available to ORBIS. The existence of Purchaser's insurance policies, or ORBIS' approval thereof, does not relieve or limit any of Purchaser's other obligations under this Agreement. In the event Purchaser fails to comply with any of its obligations pursuant to this Section, ORBIS shall have the right, but not the obligation, to obtain at Purchaser's expense

the insurance coverages required hereunder, and Purchaser shall promptly reimburse ORBIS for all costs in connection with such coverages.

15. **Compliance with Laws.** Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

16. **Solicitation of Personnel.** For so long as this Agreement is in effect between Purchaser and ORBIS and for twelve (12) months thereafter, Purchaser shall not solicit for employment any employee or contractor of ORBIS with whom Purchaser had any contact or who assisted in the provision of any Services to Purchaser in connection herewith. Purchaser agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties hereto.

17. **Force Majeure.** Notwithstanding anything to the contrary contained herein, ORBIS shall not be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any whole or partial failure or delay in fulfilling or performing any term of this Agreement, and ORBIS may implement price increases due to increased costs, when and to the extent such failure, delay, or cost increase is caused by or results from, in whole or in part, acts, events, or circumstances beyond ORBIS' reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances (whether or not such events are within the reasonable control of ORBIS); (h) shortage of adequate power or transportation facilities or materials (whether or not such events are within the reasonable control of ORBIS); (i) equipment malfunction or downtime; (j) unforeseen capacity constraints; and (k) other events beyond the reasonable control of ORBIS. If any such event renders ORBIS' timely performance of any Service impracticable, at ORBIS' option, (x) the date of performance shall be extended for a period equal to the time lost by reason of the delay, or (y) ORBIS may terminate the applicable order immediately and without liability upon written notice thereof to Purchaser, and Purchaser shall promptly, upon ORBIS' request, pay ORBIS for any Services then completed (whether fully or partly completed).

18. **Independent Contractor.** Purchaser and ORBIS are independent contractors, and neither party has nor will have any power, nor represent that it has any power, to bind the other party or to create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

19. **Termination.** In addition to any remedies that may be provided under these Terms, ORBIS may terminate this Agreement, in whole or in part, with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In addition, ORBIS may terminate this Agreement, in whole or in part, at any time upon ten (10) days' written notice to Purchaser.

20. **Miscellaneous.** To the extent Purchaser accesses ORBIS' website, customer portal, or similar online resources, Purchaser agrees to ORBIS' Terms of Use found therein. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assigns. Purchaser shall not assign this Agreement nor any rights under this Agreement or delegate any obligations under this Agreement to any third party without ORBIS' express prior written consent. This Agreement will be governed by the laws of the State of Wisconsin, US, without regard to its conflicts of law principles. The UN Convention on the International Sale of Goods of 1980 does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Waukesha County, Wisconsin. Purchaser irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; and (c) agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin. No waiver of a breach of this Agreement will constitute a waiver of any other breach in any other situation, including any similar situation. No waiver will be effective against ORBIS unless in a writing hand-signed by an officer of ORBIS. No remedy made available to ORBIS by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other remedy. This Agreement may not be modified or extended except by a written agreement signed by an authorized representative of ORBIS with specific reference hereto. If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then, as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect (i) the validity or enforceability of the remaining provisions of this Agreement, or (ii) any provision of this Agreement in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or if delivered by hand, when so delivered. ORBIS may deliver notices to Purchaser by email to any email address used by an employee of Purchaser in communicating with ORBIS, and such notice will be deemed given when sent to such email address.