

TERMS AND CONDITIONS

These terms & conditions apply to this order ("Order") between seller ("Seller") and Sealed Air Corporation ("Buyer") (individually "Party; collectively "Parties") relating to goods/services ("Goods" or "Services").

ACCEPTANCE. Acceptance of this Order is limited to the terms contained on the face and the back hereof. Any additional or different terms proposed by Seller or on Seller's form are hereby deemed material alterations and are rejected unless expressly agreed to in a written document signed by Buyer.

ACKNOWLEDGEMENTS, PACKING LISTS AND INVOICES. Seller shall submit invoices for payment, itemized and identified with Buyer's Order number and with specific Order item numbers. Freight, taxes, similar charges, if authorized by the Order, shall be itemized separately. Payment will be made by Buyer against properly submitted invoices in accordance with the terms of payment set forth in the Order for all Goods or Services received and which meet the requirements of the Order. Payment of Seller's invoice shall not constitute acceptance of the Goods or Services. All Seller invoices shall be subject to adjustment for errors, shortages, defects, or other failure of the Seller to meet the requirements of the Order.

DELIVERY AND BILL OF LADING. All Product shall be delivered pursuant to terms and conditions provided by Buyer to Seller either on the face of this Order or pursuant to a separate written document from Buyer. A copy of the Bill of Lading or comparable paper must accompany invoice.

QUALITY. The Seller shall supply material in accordance with Buyer's specifications ("Specifications"). Payment for the Goods delivered hereunder shall not constitute acceptance thereof. Goods that do not fully comply with Buyer's Specifications or are found to be defective are subject to rejection and shall be returned at Seller's expense. If Services are not in compliance with this Order, then Buyer is entitled to a credit or to withhold payment in whole or in part, and Buyer, upon prior written notice to Seller, may employ a third party to perform Seller's obligations under this Order at Seller's expense.

PACKAGING. Packaging will be of quality necessary to insure merchandise is received in undamaged condition. Packages will bear Buyer's Order number and show gross, tare and net weights and/or quantity. Charges for packaging will not be allowed by Buyer.

CHANGES. Buyer shall have the right to make changes in this Order at any time, and Seller agrees to accept such changes. If such changes result in additional costs, Buyer shall make a reasonable adjustment in the purchase price provided such additional costs are itemized for Buyer by Seller within thirty days of the change.

TITLE AND WARRANTY. Seller warrants that it has good title to any Goods sold hereunder and that it has the right to transfer such title. Seller represents and warrants that at the time when title passes to Buyer, and for the shelf life of the Goods, the Goods and any parts thereof (article(s), chemical or other component(s) or composition(s)): (i) are in full compliance with the specifications which are either attached to the Order or incorporated by reference ("Specifications"); (ii) are safe and otherwise appropriate and fit for Buyer's intended use; (iii) are of merchantable quality and free from latent and patent defects; and (iv) are in full compliance with all applicable laws. Seller represents and warrants that at the time of performance of the Services, and continuously thereafter, the Services: (i) are in full compliance with the Specifications; (ii) are done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (iii) are in conformity with the standards of care employed by leading suppliers in the services industry for projects of this kind and scope; and (iv) are in full compliance with all applicable laws. Seller shall indemnify and save the Buyer harmless from any breach of these warranties, and no limitations on Buyer's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its vendors to Buyer, and Seller's warranty shall extend to Buyer's customers.

TERMINATION. Buyer reserves the right to terminate this Order for its convenience. In such event, Seller shall immediately stop all work and follow any instructions from Buyer as to work in process. Seller shall be paid a reasonable adjustment for work already performed. Buyer may also terminate this Order for cause upon a default by Seller. In such event, Buyer shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall indemnify and hold Buyer harmless from, any damages occasioned by the Seller's default. If it should be determined that Buyer has improperly terminated this Order for default, such termination shall be deemed to be for Buyer's convenience.

INTELLECTUAL PROPERTY RIGHTS. Seller represents and warrants that the Goods/Services and any resulting work product will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively "IP Rights") of any third party. Seller represents and warrants that at the time there are no claims being asserted and no actions pending or threatened against Seller by any third party that the Goods/Services and any resulting work product allegedly infringe, violate or misappropriate third party IP Rights. Seller will provide Buyer with immediate notice of such claims or actions as they arise.

INDEMNITY. Seller indemnifies and holds Buyer harmless from any and all claims or damages, including attorneys' fees, due to the injury or death of any person, or the loss or damage to real or personal property, resulting from (a) any negligent act or omission or willful misconduct by Seller, its employees or subcontractor engaged by Seller in the performance of Seller's obligations under this Order or any breach in a covenant, representation or obligation of Seller in this Order.

Seller agrees to assume, at its own expense, full responsibility for defense of any suit or action brought against Buyer for infringement or misappropriation including, but not limited to any patents or trade secrets by reason of use or sale of any Goods or Services furnished hereunder, except for Goods or Services manufactured entirely to Buyer's Specifications. The Seller further agrees to indemnify and hold Buyer harmless against all liabilities and damages resulting from any such suit or action. The Buyer, at its option may be represented by and actively participate through its own counsel in any such suit or action. In the event of any claim of infringement resulting from the purchase of said Goods, the Buyer may cancel (without prejudice to any claims that the Buyer may have against Seller) any or all of the unfilled portion of this Order and may return to the Seller for full refund the unused portion of said Goods.

CONFIDENTIALITY: Seller may be exposed to certain non-public or trade secret information of Buyer, including without limitation, specifications, diagrams, models, samples, technical information, know-how, developments, processes, methodologies, formulas, techniques, strategies, computer programs, information about the technology, products, business, customers, suppliers or employees of Buyer which may be obtained from Buyer or a third party or developed hereunder (the "Confidential Information"). The parties agree that Goods or Services created hereunder shall be considered Confidential Information of Buyer. Confidential Information shall not include information which (a) now is or hereafter comes into the public domain through no fault of Seller, its employees, agents or principals; (b) Seller can show by written or other tangible evidence was in Seller's possession at the time of disclosure hereunder and which Seller, without breach of any obligation, is free to disclose to others; or (c) Seller received after the time of disclosure hereunder from a third party who, without breach of any obligation, is free to disclose to others.

ADVERTISING. Neither Party shall use the name or logo of the other Party in any public disclosure relating to this Order, including, without limitations, in media releases, promotional or regulatory material nor customer lists, other than in disclosures required by legal, accounting or regulatory requirement beyond the reasonable control of the using Party. Such use without consent shall be deemed a material breach of the Order.

FORCE MAJEURE. Buyer may delay delivery or acceptance of Goods or Services for causes beyond its control. Seller will hold such Goods or Services pending Buyer's instructions, and Buyer shall be liable only for direct increased costs incurred by Seller due to Buyer's instructions.

LIMITATION ON BUYER'S LIABILITY. Buyer shall not be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claims of any kind arising out of this Order shall not exceed the price allocable to the Goods or Services that give rise to the claim.

GOVERNMENTAL REGULATION. Seller warrants that all applicable laws, rules and regulations of government authority covering the production, sale and delivery of the Goods or Services specified herein have been complied with.

TSCA. Seller warrants that all chemical substances constituting or contained in the Goods sold or otherwise transferred to the Buyer under this Order are on the list of chemical substances compiled and published by the administrator of the Environmental

Protection Agency pursuant to the Toxic Substances Control Act and are otherwise in compliance with said Act.

COMPLIANCE WITH LAWS. Seller will and will cause any person or entity acting on its behalf to fully comply with all applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-money laundering, anti-corruption and anti-bribery laws (including, without limitation, the Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act, and commercial bribery laws) (collectively "Laws"). If Seller has operations physically located in the territorial United States which are involved in Seller's performance under this Order, then Seller will fully comply with the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A and any applicable equal opportunity laws including the provisions in 41 CFR § 60 -1.4 (a) (1)-(7), 41 CFR § 60-741.5(a), 41 CFR § 60-250.5 and 41 CFR § 60-300.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans, individuals with disabilities, or other protected status; and require to employ and advance in employment individuals without regard to protected veteran status, disability, or other protected status.

SUBCONTRACTING REQUIREMENTS. If applicable, and if this Order exceeds \$10,000, then the clause entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" as set forth at 48 C.F.R. 52.219-8 and the clause entitled "Utilization of Women-Owned Small Businesses" as set forth at 48 C.F.R. 52.219-13 are hereby incorporated into this Order by reference.

ASSIGNMENT. Seller will not delegate, subcontract, transfer or assign this Order or any of its rights or obligations, whether in whole or in part, without the prior written consent of BUYER, not to be unreasonably withheld or delayed. In no case will Seller delegate, subcontract, transfer or assign any of its obligations to any Party that is subject to international sanctions imposed by the UN, EU or US whether by means of a designated list (including OFAC's SDN list and the BIS lists) or otherwise. Buyer is entitled, without restriction, to delegate, subcontract, transfer or assign this Order or any of its rights or obligations, whether in whole or in part, without the prior written consent of Seller.

ORDER FOR SERVICE. If this Order includes work to be performed on Buyer's premises, Seller agrees to indemnify the Buyer from all loss or damage arising out of such work, to observe the highest safety standards, to maintain adequate insurance, and to furnish evidence of such insurance at Buyer's request.

FAIR LABOR STANDARDS ACT. Seller certifies that Goods sold hereunder were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Seller will not employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than 15 years of age is considered as child. If local Laws set the minimum age below 15 years of age, but are in accordance with exceptions under International Labor Organization Convention 138, the lower age will apply.

GOVERNING LAW: This Order is governed by and interpreted for any and all purposes in accordance with the internal laws of the country, state, or province where the Buyer is located ("Local") applicable to contracts made and to be performed wholly within the Local without reference to principles of conflicts of laws and the United Nations Convention on International Sale of Goods have no force or effect on transactions under or relating to this Order. The courts sitting in, or having principal jurisdiction over the Local have exclusive jurisdiction of all disputes under this Order.

WAIVER. No delay, failure or waiver of Buyer's exercise or partial exercise of any right or remedy shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.