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 and conditions 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 reject 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.

INDEMNITY. Seller shall indemnify and save 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.

PACKAGING. 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.

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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.