

TERMS AND CONDITIONS OF  
PURCHASE OF PRODUCTS BY OLIVER PACKAGING AND EQUIPMENT COMPANY

1. APPLICABILITY

The following Terms and Conditions ("Terms") are the only terms which govern the purchase of the products ("Products") by Oliver Packaging and Equipment Company ("Oliver") from the seller named on the reverse side of these Terms ("Seller"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The purchase order printed on the reverse side of these Terms (the "Purchase Order") and these Terms (collectively, this Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Oliver shall not be deemed to have waived any of these Terms if it fails to object to provisions appearing, or incorporated by reference in, or attached to Seller's documents.

2. ACCEPTANCE

Oliver's offer to purchase Products from Seller is expressly conditioned upon Seller's acceptance of these Terms. Oliver expressly rejects and objects to all new, different, or additional terms submitted by Seller. These terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sale confirmation or such terms.

3. ACKNOWLEDGEMENT AND SHIPPING DATE

Seller shall acknowledge receipt of this order promptly and provide a definite ship date. If the ship date is not satisfactory to Oliver, Oliver reserves the right to cancel this order.

4. EXTRA CHARGES

No additional charges of any kind including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by Oliver.

5. EXTRA GOODS

Except for customary quantity variations recognized by trade practice, goods in excess of those specified will not be accepted and such goods will be held at Seller's risk. Oliver may, and at Seller's direction shall, return such goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

6. DELIVERY

The obligation of Seller to meet the delivery dates, specifications, and quantities as set forth herein is of the essence of this order. Except as otherwise provided on the Purchase Order, delivery shall be made F.O.B. Oliver's dock, Grand Rapids, Michigan. Title and risk of lost on all Products shall pass to Oliver upon delivery to Oliver's dock or other stated delivery point in the Purchase Order.

## 7. DELAYS

If Seller fails or refuses to proceed with this order or if seller fails to make delivery according to the delivery schedule, Oliver may cancel the then remaining balance of this order.

## 8. INSPECTION AND ACCEPTANCE

All products shall be received subject to Oliver's right of inspection and rejection. Oliver, at its sole option, may reject all or any portion of Products if it determines that the Products are nonconforming or defective. If Oliver rejects any portion of the Products, Oliver has the right, effective upon written notice to Seller, to: (a) reject the Products and require replacement of the rejected Products, or (b) rescind this Agreement in its entirety. If Oliver requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming or defective Products and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products and the delivery of the replacement Products. Payment for Products on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Oliver may have against Seller.

## 9. WARRANTY

Seller warrants that all Products covered by this order or other description or specifications furnished by Oliver shall be in exact accordance with such order, description, or specifications and free from defects in material and workmanship and merchantable, shall conform to any warranties which arise by implication of law or by conduct of the parties, and shall not infringe or misappropriate any third party's patent or other intellectual property rights.

## 10. INDEMNIFICATION

Seller agrees to defend, indemnify and hold harmless Oliver from all claims, losses, liability, suits, damage, injury, costs and expenses, including attorney fees and costs, arising out of or related to the Products covered by this Purchase Order or from Seller's negligence, willful misconduct or breach of these Terms.

## 11. TOOLS

All tools, jigs, gauges, fixtures, and patterns specified on this order shall be Oliver's sole property and for Oliver's sole use and shall be subject to removal at any time at the option of Oliver. Seller waives all rights to any liens, present or future, on all tools, jigs, gauges, fixtures, and patterns covered by this order.

## 12. SPECIFICATIONS

Seller agrees that all drawings, specifications, samples, and/or written disclosure forming a part of this order, either by reference or otherwise, are the property of Oliver and are submitted in confidence with the agreement by Seller that they shall not be utilized, in whole or in part, by Seller, either for itself or by it on behalf of any person, firm or corporation, without written permission of the Buyer.

13. ASSIGNMENT

Neither party shall assign or transfer this order or any interest therein or monies payable thereunder without the written consent of the other party, and any assignment made without such consent shall be null and void, except that Oliver may without the consent of Seller, assign this order and its interest therein to any affiliated corporation, or to any corporation succeeding to Oliver's business.

14. MSDS SHEETS

Seller shall provide applicable MSDS sheets with the first shipment of any particular Product to Oliver. In the event any changes are made in the Product which result in new MSDS Sheets, those MSDS Sheets shall be provided to Oliver.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan without regard to any conflict of law or choice of law rules or provisions.

Effective as of 08/17/18