



TERMS AND CONDITIONS OF SALE

1. The following provisions set forth the Terms and Conditions by which M. HOLLAND COMPANY, an Illinois corporation with its principal office located at 400 Skokie Boulevard, Suite 600, Northbrook, IL 60062, together with its affiliated companies (“Seller”), shall sell goods to a buyer (“Buyer”) of its goods and by which such Buyer shall be bound. Affiliated companies include M. Holland Export Services LLC, M. Holland Latinoamérica, S. de R.L. de C.V., M. Holland Puerto Rico LLC and M. Holland Canada Company.
2. These Terms and Conditions constitute the sole and complete agreement between Seller and Buyer and shall apply as if made and agreed to each time Seller and Buyer enter a transaction by which Buyer purchases goods from Seller. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to interpret or determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the course of the performance and an opportunity to make objection.

No representations, warranties, understandings or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. These terms can only be modified by a writing signed by Seller and Buyer or their duly authorized agents. Seller shall not be bound by any additional provisions or varying terms that may appear in Buyer’s purchase order, terms and conditions or acknowledgment or in any other communication from Buyer to Seller, unless such provisions are expressly agreed to in writing signed by Seller. Neither Seller’s acceptance of payment for goods nor any other action or inaction on the part of Seller shall constitute acceptance of any counterproposal, purchase order, terms and conditions, acknowledgment or other communication from Buyer to Seller not otherwise accepted in writing by Seller.

IF BUYERS INTENDS TO USE PLASTICS DISTRIBUTED BY SELLER FOR MEDICAL DEVICES, PHARMACEUTICAL, IN-VITRO DIAGNOSTIC, OR RELATED APPLICATIONS, BUYER AGREES, CERTIFIES, REPRESENTS AND WARRANTS THAT IT HAS FULLY COMPLIED, AND AT ALL TIMES WILL BE IN FULL COMPLIANCE, WITH THE M. HOLLAND MEDICAL, PHARMACEUTICAL AND RELATED APPLICATIONS POLICY.

3. Seller’s shipment of goods or dispatch of an invoice for the sale of goods to Buyer or actions or commitments taken to facilitate execution and/or completion of the

shipment of goods or dispatch of an invoice, whichever occurs first, constitutes acceptance of Buyer's order. Orders becomes non-cancellable upon shipment or invoicing, unless (i) Seller, at its sole discretion, shall consent or otherwise provide in writing and (ii) Buyer shall pay a minimum charge of 25% of the price of the cancelled portion plus the full cost of any special order or non-standard goods manufactured or purchased, or for which commitments have been made, specifically for that portion of the order which has been cancelled, plus any sales expense incurred by Seller, plus all storage, transportation and carrier charges incurred incident to the cancellation.

4. All prices of goods sold to Buyer are quoted based on current prices at the time of the order. Seller reserves the right to increase the price per pound of goods sold pursuant to an order in accordance with current prices in effect at the time of shipment to Buyer or to reflect adverse market changes occurring prior to shipment. Buyer shall have the right to cancel such order in the event that it does not accept said price increase quoted by Seller provided that it notifies Seller in writing within two (2) days from the time it receives notice of the price increase. Buyer shall also be responsible to pay all sales or use taxes, excise taxes, duties, customs, import or export fees, and any other taxes, fees or charges of any nature applicable to Buyer's purchase of goods.
5. All payments on invoices are to be made in United States currency (unless another currency is agreed to in writing by Seller in advance of shipment), upon the terms and conditions set forth in such invoices. Seller reserves the right to restrict or alter the terms of payment or to require payment prior to time of shipment if in Seller's opinion Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in Buyer's order. If Buyer defaults on payment under the terms agreed with Seller or otherwise, Seller shall have the right to seek payment in full by whatever means necessary or appropriate. Buyer agrees to pay reasonable costs of collection, including, without limitation, agency fees and attorney's fees.
6. Unless specified by Seller to the contrary in writing, all goods sold by Seller to Buyer shall be delivered F.O.B. Seller's shipping point where the transfer of custody of such goods from Seller to Buyer shall occur ("Point of Delivery"). Title and risk of loss shall pass to Buyer at the Point of Delivery irrespective of whether Seller has sold the goods "freight prepaid" and notwithstanding any right of Buyer to cancel or return goods. In the event Seller is forced to delay delivery of goods to the initial carrier due to any action or request of Buyer, risk of loss or damage shall pass upon the date Seller would have otherwise delivered the goods to the Point of Delivery; Buyer agrees to pay all reasonable storage and insurance charges specified by Seller.

In the event goods are returned pursuant to Section 8, risk of loss or damage shall remain upon Buyer until the goods are delivered to Seller's original Point of Delivery and accepted by Seller. Buyer agrees to indemnify and hold harmless Seller from any loss of or damage to the goods or consequence thereof sustained while the risk of such loss or damage remains with Buyer. Where goods are delivered in bulk by railcar, Buyer will be responsible for demurrage charges of \$50 US Dollars (fifty dollars) per calendar day for each day that railcars are kept beyond sixty days from the date of constructive placement. If, however, the shipper and/or rail carrier imposes higher demurrage charges, Buyer will be responsible for the higher costs.

7. Delivery and shipment dates are estimated dates only. Seller shall not be liable, directly or indirectly, for delays in performance or non-performance due to delays of carriers or delays caused by labor difficulties, shortages, strikes, stoppages, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of any government affecting Seller in any way, bad weather, causes beyond Seller's control, acts of God, flood, lightning, war, military operation, terrorist attack or any other force majeure event or contingency that was not foreseen at the time when Buyer placed its order for goods with Seller. Seller shall not be liable for any damages or penalties whatsoever, whether direct, indirect, special, consequential, contingent, exemplary, punitive or otherwise, resulting from Seller's failure to perform or delay in performing as a result of the foregoing.

If Seller is unable for any reason to fill Buyer's entire order for goods, then Seller may allocate its supply among any or all of Seller's customers on such basis as Seller deems convenient and practical, without liability for any failure of performance which may result from such determination. Seller may decline to deliver goods or stop goods in transit whenever for any reason doubt as to Buyer's financial responsibility develops or under the circumstances specified in Section 5 hereof.

8. Buyer waives all claims (including, without limitation, claims for shortages, defects or damages), regardless of the nature of said claim, unless it notifies Seller in writing within two (2) days after its receipt of any delivered goods, or should there be then-concealed shortages, defects or damages, within ten (10) days after its receipt of such goods. Should there be shortages, defects or damages observable at the time of delivery, Buyer must note such shortages, defects or damages on freight bills signed upon such delivery and obtain the signature of the carrier on the freight bills at such time. If Buyer fails to so notify Seller within the above referenced applicable period, then such goods shall conclusively be deemed to conform to their respective specifications and to have been irrevocably accepted by Buyer.

In the event that the condition, weight or quantity of any goods indicated on the certified scale tickets or on the carrier's freight bills signed by the carrier upon loading of any goods by Seller at the Point of Delivery differs from that indicated on the certified scale tickets or on the carrier's freight bills signed by the carrier upon physical delivery to Buyer, Buyer shall file such claims for damages with the carrier as may be appropriate.

BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO ANY GOODS SOLD TO BUYER OR OTHERWISE ARISING UNDER THESE TERMS AND CONDITIONS OR UNDERLYING WRITTEN AGREEMENTS, IF ANY, BETWEEN THE PARTIES WITHIN ONE (1) YEAR AFTER THE DATE OF PHYSICAL DELIVERY OF SUCH GOODS SHALL CONSTITUTE A WAIVER BY BUYER OF ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS AND FOREVER BAR ALL RIGHTS TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.

Defective or damaged goods may not be returned without the express written consent of Seller. Goods so returned will be, at Seller's option, replaced or credited, but Seller shall not be liable for any loss, damage or expense directly or indirectly arising from the handling or use of goods returned by Buyer. Seller reserves the right to deduct from any credit due Buyer for returned goods any extraordinary costs or expenses incurred by Seller in the handling, use, storage or transporting of goods returned by Buyer. The provisions of this Section shall be the exclusive and sole remedy of Buyer with respect to defective or damaged goods, and Buyer shall have no further rights other than what is specified herein. Conforming goods may not be returned for credit except with Seller's prior written agreement, and then only in strict compliance with Seller's instructions. Any returned goods may be subject to a restocking fee to be determined by Seller. Under no circumstances will Seller accept for return any special order or non-standard goods or any goods that are in a non-saleable condition.

Blanket (standing) Orders may be accepted by Seller on behalf of Buyer under which goods will be shipped, from time to time, pursuant to an agreed upon schedule. Once a Blanket Order has been accepted, however, Buyer will not be permitted to cancel or change such Blanket Order without Seller's prior written agreement. Subject to section 5, all Blanket orders will be invoiced according to the shipping schedule in place at the time of the Blanket Order. Upon request, Seller may furnish such technical advice as it has available in reference to the use of goods by Buyer, it being expressly understood, however, that all such technical advice is given gratis and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given to and accepted by Buyer at Buyer's risk.

9. Buyer acknowledges that the goods sold to Buyer may be considered hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller) with any hazard of such goods and their applications and the containers in which the goods are shipped. Buyer agrees to inform and train its employees and customers as to such hazards. Buyer shall handle, store, dispose and transport all goods in an environmentally responsible manner and in compliance with all applicable laws and regulations. Buyer shall notify Seller promptly of any claims relating to the handling, storing, disposition, transport or use of goods sold by Seller to Buyer.

10. GOODS SOLD TO BUYER ARE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS." SELLER NEITHER GIVES NOR MAKES (AND EXPRESSLY DISCLAIMS) ANY WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL OR ALLEGEDLY ARISING FROM ANY TRADE USAGE OR ANY COURSE OF DEALING, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS WHICH SELLER SHALL SUPPLY. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. SELLER SHALL BE IN NO WAY RESPONSIBLE FOR THE PROPER USE, STORAGE, TRANSPORTATION, HANDLING, DISPOSAL AND SERVICE OF THE GOODS. BUYER ASSUMES ALL RISKS PERTAINING TO THE USE AND THE RESULTS OBTAINED THEREFROM OF ALL GOODS WHICH SELLER MAY SUPPLY.

SELLER'S TOTAL LIABILITY ARISING FROM ANY SALE OF GOODS TO BUYER FOR ANY CLAIMS OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF THE GOODS IN RESPECT OF WHICH SUCH CLAIMS ARE MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES AND INSUREDS HARMLESS FROM AND AGAINST ANY AND ALL BREACHES OF AND DEFAULTS UNDER THESE TERMS AND CONDITIONS BY BUYER AND ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY AND CLAIMS THEREOF FOR INJURY OR DEATH TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER'S EMPLOYEES, CUSTOMERS, REPRESENTATIVES AND

AGENTS) OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF, CONNECTED WITH OR RELATING IN ANY WAY

TO BUYER'S PERFORMANCE OR ACTIONS FOLLOWING SALE OF THE GOODS FURNISHED BY SELLER TO BUYER (WHETHER IN THEIR ORIGINAL FORM AS SHIPPED BY SELLER OR AS A PRODUCT MADE FROM OR INCORPORATING SUCH GOODS), TOGETHER WITH ALL RELATED EXPENSES AND COSTS (INCLUDING, WITHOUT LIMITATION, COSTS AND FEES OF LEGAL COUNSEL AND ALL OTHER COSTS OF DEFENDING ANY ACTION) (COLLECTIVELY, "CLAIMS"). THE FOREGOING SHALL APPLY WHETHER OR NOT SELLER WAS OR IS CLAIMED TO BE PASSIVELY, CONCURRENTLY OR ACTIVELY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON SELLER AND SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS AND THE COMPLETION OR CANCELLATION OF THE APPLICABLE TRANSACTION BETWEEN BUYER AND SELLER. EACH OF BUYER AND SELLER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF BUYER AND SELLER (A) CERTIFIES THAT NO REPRESENTATIVE, OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois U.S.A. without regard to its principles of conflicts of With respect to any disputes pertaining to these terms and conditions or the goods sold by Seller to Buyer, the parties consent to the jurisdiction of the federal and state courts whose venue includes Cook County, Illinois, U.S.A.
13. Seller's failure to strictly enforce any term or condition contained herein shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions at any time in the future. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

14. Certain of Seller's suppliers prohibit or restrict the use of raw materials supplied by them with respect to applications in addition to those covered by the Medical Policy referenced in Section 2 of these Terms and Conditions and included herein. Those additional prohibited or restricted applications vary from supplier to supplier and may include (solely by way of example) (i) safety and operational systems and components used in or associated with vehicles (including those pertaining to air bags, seat belts, child seats, brakes, pedals, steering and fuel), (ii) tobacco-related products (including e-cigarettes) and (iii) nuclear reactors. Buyer must advise its Seller account manager or Seller technical service engineer of the prospective end use(s) of any goods to be ordered by Buyer from Seller so as to determine whether any such use is encompassed or covered by the prohibitions or restrictions mandated by suppliers. From time to time, supplier prohibitions and restrictions may be accessible by Buyer through supplier links included on Seller's website, although review by Buyer of such prohibitions and restrictions shall not negate or limit the obligation of Buyer to advise Seller of prospective end use(s) as set forth above.

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