

BERRY GLOBAL, INC. AND SUBSIDIARIES
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (“Terms and Conditions”) are incorporated into each purchase order (“P.O.”) issued by Berry Global, Inc. and/or any of its subsidiaries (“Berry”) (the P.O. and the Terms and Conditions are collectively referred to as the “Agreement”). Berry agrees to purchase, and the supplier identified in the P.O. (“Supplier”) agrees to sell, solely pursuant to these Terms and Conditions, the goods and/or services described in the P.O. (“Goods”). Supplier will be deemed to have accepted the P.O. on the earlier of (i) the day it begins performance to fulfill the P.O. and (ii) five (5) days after receipt of the P.O. provided it has not issued to Berry a written rejection of the P.O. within such five (5) day time period. Upon Supplier’s acceptance and unless Supplier and Berry agree to inconsistent terms within a separate, mutually signed document, (i) the P.O. shall be automatically deemed to incorporate these Terms and Conditions, regardless of whether the P.O. references them; (ii) Berry objects to and rejects all different and additional terms and conditions of Supplier, even if Supplier makes reference to them in quotations, order confirmations, or other documents containing preprinted terms or conditions, correspondence (e.g. e-mail) or in any other way (the “Supplier’s Forms”); and (iii) no term or condition of any Supplier Forms will become part of the contract between the parties or bind Berry. Notwithstanding the foregoing, to the extent that the terms expressly stated in the P.O. conflict with these Terms and Conditions, the terms stated in the P.O. will control. Berry’s purchase of the Goods is expressly conditioned on Supplier’s acceptance of these Terms and Conditions.

1. **Supply of Goods:** Supplier shall supply the Goods to Berry in accordance with the Agreement with the skill, care, prudence, and foresight of a diligent supplier of such Goods. Any items, services, or responsibilities not specifically described in the Agreement and which are reasonably necessary for the proper supply of the Goods shall be included and delivered for the price stated in the P.O. Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations, requirements, and reasonable instructions of Berry provided from time to time, including without limitation all security and safety regulations and rules from time to time applicable to any parts of Berry’s sites, premises or other facilities to which Supplier or its agents has access. Supplier and its Goods shall at all times comply with Berry’s quality assurance requirements contained within Berry’s Supplier Code of Conduct (available online at <<https://www.berryglobal.com/legal>>) as well as any other requirements with respect to the Goods that may be conveyed by Berry to Supplier prior to Supplier’s performance of the Agreement. Upon expiry or termination of the Agreement (in whole or in part) for any reason, Supplier shall provide such reasonable transfer assistance to a new supplier in respect of the Goods as Berry may require to minimize any disruption and ensure continuity of Berry’s business.

2. **Delivery Instructions:** Whenever requested to do so, Supplier will identify the Goods in the manner specified by Berry. Supplier shall properly and carefully package the Goods in strict accordance with Berry’s instructions, if any, and in all cases, in a manner appropriate for the Goods so as to minimize risk of damage in transit. Packing slips must accompany the delivery. Invoices, packing slips and containers must bear the P.O. number, stock number, vendor lot number, and description of Goods in a clearly visible position. Invoices and packing slips must be marked “complete” when final delivery is involved. Berry shall have the right at any time to specify the carrier or method of transportation. Berry shall also have the right to require special, express or air shipments if Supplier fails or will fail to meet the delivery requirements of the P.O. and Supplier shall pay or reimburse Berry for any resulting additional transportation costs. Unless expressly stated otherwise within the P.O., delivery terms for Goods shipped pursuant to the P.O. are DDP (Incoterms® 2020) Berry’s delivery address specified in the P.O. and must be transported to ensure arrival at the “ship/deliver to” point free of damage and deterioration. Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of the Goods shall pass to Berry only upon receipt of the Goods by Berry, and any rightful rejection or revocation of acceptance of any Goods by Berry shall immediately shift the risk of loss of such Goods, wherever located, to Supplier. No charges will be allowed for boxing, packaging, cartage, or freight, unless stated specifically in the P.O. If freight is allowed to be charged in the P.O., then the freight charge must be itemized as a separate charge on the invoice prior to payment. All containers, pallets, drums, carboys, or like packaging materials must be in good condition, clean, free of insects, rodents and foreign material and adequate for the purpose intended and if such packaging is to be returned, the shipping and transportation costs shall be paid by Supplier. Wood packing used for international shipments must meet current ISPM requirements as established by the International Plant Protection Convention. Supplier will comply in all respects with importation requirements and provide all necessary documents and information required to facilitate importation of Goods. Unless expressly stated otherwise within the P.O., Supplier will be responsible to pay (i) all applicable tariffs, duties and taxes (which may include federal, state or local taxes, value added, use and extended producer responsibility taxes and fees), import fees and other assessments which may be imposed on the Goods or otherwise related to the export and import of Goods as well as (ii) freight costs to Berry’s delivery address specified in the P.O. Any further impositions that Berry agrees to pay under a P.O. shall be separately identified on Supplier’s invoice.

3. **Supply Chain Security:** To ensure the security of Goods, Supplier must be a member of the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT), Canadian Partners in Protection (PIP) program, the European Authorized Economic Operator (AEO) security program, or an equivalent supply chain security program, as applicable. Or, upon request, Supplier

must submit to audits and provide a signed agreement to strengthen supply chain security. In addition, Supplier must use international transportation providers certified under a supply chain security program.

4. **Delivery and Specifications:** Deliveries must be made on the delivery date specified in the P.O. during normal business hours or otherwise at the times specified in the P.O. Time is of the essence. Goods not timely delivered are non-conforming and shall constitute a material breach of the Agreement notwithstanding any other provision of these Terms and Conditions that may allow Supplier to replace non-conforming Goods. Supplier also agrees to pay whatever additional cost, expense, loss or damage Berry sustains as a result of any delay or any other deviation from the P.O. in addition to any other damages or relief to which Berry may be entitled. Supplier shall not use material or processes other than what is required by Berry's specifications ("Specifications"). Supplier represents and warrants that it shall not make any changes to the specifications, materials, processes, or location where the Goods are manufactured, without Berry's consent. Any delay caused by a material change shall be a breach of the Agreement. Berry shall not be liable for material processed in excess of the volumes indicated in the P.O. Any over-deliveries are made at Supplier's risk and shall not be reimbursed or paid for by Berry, and Supplier shall pay for any return of such Goods. Until the Goods are delivered by Supplier to Berry, Berry shall have the right to cancel any future delivery on the P.O. for any reason.

5. **Inspection and Rejection:** Supplier shall provide and maintain a best-in-class inspection system covering the supplies, processing methods, special tooling, materials, workmanship, and final product ordered under the P.O. Supplier shall make its inspection records of all work and materials available to Berry during the performance of the Agreement, and for seven (7) years thereafter. Berry shall have the right and opportunity to inspect and test all supplies, processing methods, special tooling, materials, workmanship and final product ordered under the P.O. at all times and places, including during the periods of manufacture. Berry shall not be deemed to have accepted any Goods until the expiration of a reasonable period of time for inspection after delivery which period of time shall not be less than ninety (90) days after delivery and Berry may thereafter reject or revoke acceptance of non-conforming Goods. Supplier acknowledges and agrees that Berry may inspect any commercial lot of Goods consisting of numerous units of the same Good by inspecting only a reasonable sampling of such units and that Berry may reject or revoke acceptance of any other units of such commercial lot which Berry at a later time discovers to be non-conforming. Even if not detected during a standard inspection, Supplier further acknowledges and agrees that Berry may reject or revoke acceptance of any non-conforming Goods. If any Goods delivered are non-conforming in materials or workmanship or otherwise, Berry shall have the right, notwithstanding payment or any prior inspection or test, either to reject or revoke acceptance of such non-conforming Goods and to require that Supplier promptly replace or correct any such non-conforming Goods at Supplier's expense, in addition to any other rights or remedies available pursuant to applicable "Law," which term when used in this Agreement includes all federal, state and local statutes, laws, ordinances, rules and regulations, as well as judicial decrees, and orders of government agencies, in all cases as they now exist and as they may be passed, enacted, promulgated, amended, revised, recodified, ordered or otherwise changed hereafter. If Supplier fails to promptly replace or correct such Goods after Berry requests Supplier to do so, Berry, in its sole and absolute discretion, may either (i) by contract or otherwise, replace or correct such Goods and charge to Supplier the increased cost incurred by Berry; (ii) accept the delivery of such Goods, subject to a reduction in price reflecting the reduced value attributable to non-conformance, which Supplier accepts shall be decided by Berry; or (iii) terminate the Agreement for default subject to payment by Supplier to Berry of any damages resulting from such failure, as provided in Clause 16, in addition to any other rights or remedies available under applicable Law. Supplier assumes all transportation and handling costs and the risk of damage to or loss of non-conforming Goods.

6. **Warranty:** Supplier represents and warrants that: (i) it possesses the requisite skill, capacity to supply, and facilities necessary to fulfill its obligations under the Agreement, and that it possesses and is in compliance with all required licenses, intellectual property rights, permits and approvals necessary to fulfill its obligations under the Agreement; (ii) it complies in all respects with Berry's Supplier Code of Conduct available online as indicated within Clause 1, above, as the same may be revised by Berry from time to time, and it requires all of its suppliers of materials used in the Goods to certify to Supplier in writing such supplier's compliance with Berry's Supplier Code of Conduct; (iii) the Goods will, in all respects, conform to all applicable Laws and professional requirements in force in the countries of manufacture, supply and/or receipt of the Goods and any countries of which it has been notified that Berry will use the Goods or sell products incorporating the Goods, and Supplier shall provide Berry with all information necessary for Berry to use or sell the Goods in compliance with such requirements, and are not articles that cannot, by Law, be distributed throughout multiple states, provinces, countries or jurisdictions; (iv) the Goods will be free of chemicals and substances prohibited, restricted or limited by any applicable Laws; (v) the Goods will conform in all respects to the Specifications which Berry may change from time to time by notice to Supplier; (vi) the Goods are safe and appropriate, and fit for Berry's intended use, and all reasonably foreseeable uses, and will be properly labelled to disclose all materials used therein and as otherwise required by applicable Laws, and will include all necessary instructions or recommendations relating to the handling, assembly, use and storage of the Goods; (vii) the Goods will be merchantable, of good quality and workmanship, and free from defects, and the Goods will not be manufactured in whole or in part by any subcontractor unless approved in a signed writing in advance by Berry; and (viii) the Goods will not infringe the patent, trademark, copyright, trade dress or other intellectual property rights of any person. The parties agree that the longest permissible statute of limitation, consistent with applicable Law, shall apply to and control any dispute or claim hereunder, notwithstanding any effort by Supplier to reduce such limitation period.

7. **Certifications:** Supplier warrants that it will provide all appropriate certifications that the Goods comply with the Specifications to Berry's satisfaction including, as applicable, FDA conditions of use requirements, guarantees that the Goods are not adulterated or misbranded, and material safety data sheets. Supplier certifies that neither it nor its principals (owners/senior officials) nor any subcontractor used in relation to the Goods supplied to Berry are debarred or suspended from U.S. Government procurement programs, and Supplier shall notify Berry of any change in this status within three (3) business days of such occurrence.

8. **Global Trade Compliance and Export Controls Regulations:** Supplier accepts all responsibility for the information provided on any document certifying the Good's country of origin or qualification for trade preference upon import and agrees to provide supporting documents for such claims including appropriate letters, affidavits, and production and financial records as deemed necessary. Anticipated and actual changes to the country of origin or claimed eligibility under a trade preference must be immediately communicated to Berry's Procurement and Global Trade Compliance departments. Any losses, claims, or liabilities resulting from import claims made with inaccurate or incomplete data related to origin and/or trade preference are the responsibility of Supplier, and Supplier agrees to defend, indemnify, and hold Berry harmless for any claim, loss, investigation, or damage resulting therefrom. Berry shall have the right to conduct audits of Supplier's facilities, books, and records to confirm compliance with Berry requirements and policies. Deliverables under the P.O. may be subject to U.S., U.K. and other government export control regulations. Supplier represents and warrants that it will comply with all applicable export Laws and regulations related to the use, export, and re-export of the Goods. Consistent with the requirements of Berry's Supplier Code of Conduct, referenced above, Supplier will comply with applicable anti-boycott and export controls Laws, supply chain security and trade regulations requirements. Supplier confirms that all personnel, contractors, and other third parties involved in the sale of the Goods are properly screened against lists maintained by relevant national authorities, including U.S. Denied Parties lists. Supplier shall maintain evidence of reviews and screening and make such evidence available upon request. Supplier will advise Berry of any export controls violations related to any purchase hereunder.

9. **Confidential Information:** All information conveyed by Berry regarding prices, costs, discounts, inventions, planned and existing products, packaging, customers and distributors as well as information regarding Berry's business or finances, production methods, know-how and other information used by Berry is proprietary and confidential and to the extent that the Goods include or embody any of Berry's intellectual property, including inventions, patents, trademarks, service marks, trade dress, copyrighted material or any other material, information or data which, in the form and manner presented, are proprietary to Berry, all such information and intellectual property shall be deemed "Confidential Information" and, as applicable, trade secret information, and Supplier shall have only a limited, temporary, revocable, non-exclusive license (not including any have-made license) to use the Confidential Information only for the time period and to the extent necessary to complete the Agreement. Supplier must: (i) employ safeguards at least as stringent as it employs for protection of its own confidential information but no less than a reasonable degree of care to protect such Confidential Information; (ii) not permit the use or disclosure of any Confidential Information to any person other than those employees of Supplier who have a need to know to fulfill the P.O. and who are bound to at least the same obligations of confidentiality as set forth herein; (iii) not reproduce, copy, reverse compile, reverse engineer or misuse or misappropriate any Confidential Information; and (iv) promptly report to Berry in writing any disclosure or attempted use of the Confidential Information in violation of this clause. When no longer required to fulfill the P.O., Supplier will return such Confidential Information or destroy it and provide acceptable proof thereof as Berry directs. Supplier acknowledges that any breach of the provisions of this Clause 9 would cause irreparable harm and therefore Berry, in addition to all other relief available pursuant to applicable Law or in equity or under the Agreement, shall be entitled to equitable relief, where permitted by Law, including injunctions and any other or additional relief, including attorneys' fees, even if the Confidential Information under consideration does not constitute a trade secret.

10. **Privacy & Security:** Supplier will fully comply with all applicable privacy and security Laws. To the extent applicable, Supplier warrants, represents and undertakes if it processes Personal Data on Berry's behalf, that: (i) it will notify Berry immediately, and in any event within 24 hours of becoming aware, of any actual or suspected Personal Data Breach; (ii) it will act only upon Berry's instructions with respect to Personal Data; (iii) it has in place appropriate measures against the unauthorized, unlawful or accidental processing, access, loss or destruction of such Personal Data; and (iv) it will not, without Berry's permission, transmit Personal Data outside of the country wherein the Berry entity with whom Supplier is contracting is located. For purposes of this Clause 10, applicable privacy and security laws mean and include all applicable Laws protecting the personal data and privacy of natural persons, including in particular, the European General Data Protection Regulation 2016/679 ("GDPR") and its implementing national data protection laws as well as any subsequent applicable legislation that may amend or replace, re-enact or consolidate any of them; and the terms "Personal Data" and "Personal Data Breach" have the same meaning as under the GDPR.

11. **Indemnity:** Supplier agrees that unless otherwise expressly prohibited by applicable Law, it will defend, indemnify and hold harmless Berry, its subsidiaries, affiliates, related companies, customers, and end-users, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "Berry Parties") from and against any and all Claims. "Claims" shall refer to and include all actual and potential legal, equitable, statutory and administrative claims, causes of action, rights of indemnity, rights of contribution, liens, fines, penalties, remedies, investigations, recalls and other costs and expenses (including without limitation, reasonable fees and expenses of an attorney of Berry's choosing), and direct damages, indirect damages, consequential damages, losses, pure economic loss, loss of profits, loss of business, loss of goodwill and

similar losses) awarded against or incurred or paid by any of the Berry Parties arising out of or otherwise relating to the Goods or this Agreement, including, without limitation, Claims: (i) related to the breach of any representation, warranty, requirement, or term in this Agreement; (ii) for property damage, personal injury, or death in connection with the Goods; (iii) that the Goods infringe, or their importation, use, or resale, infringes the intellectual property rights of any other person; (iv) based upon the quality and/or condition of the Goods; (v) by governmental agencies; and (vi) arising out of the negligent or intentional wrongdoing of Supplier or its servants, employees, independent contractors, agents or representatives. Supplier agrees that, during the course of fulfilling the Agreement and for four (4) years thereafter, it will maintain comprehensive general and product liability insurance (or similar insurance), including blanket contractual liability and personal injury liability in an amount not less than the Goods or five million dollars (\$5,000,000.00) combined single limit. Such insurance shall be written on an occurrence policy form, where normal and customary, with an insurance company with a current AM Best Company (or similar financial rating bureau) rating of A, or better. Supplier shall cause its insurance policies to be endorsed to include the Berry Parties as additional insureds (if normal and customary, or similar wording) thereunder and will contain a full waiver of subrogation (if normal and customary), indemnity (if normal and customary), defense or equitable (if normal and customary) or contractual contribution (if normal and customary) by the insurer against the additional insureds. Such endorsement shall stipulate that the required coverage will not be reduced or cancelled without thirty (30) days' prior written notice to Berry. Such endorsements shall also stipulate that such coverage will be primary (if normal and customary) and that Supplier and its insurers will have no rights to share in or otherwise obtain contribution from other insurance maintained by the Berry Parties. Within thirty (30) days of Berry's written request, Supplier will provide certified copies of the above-referenced insurance policies, including all endorsements, riders, and exclusions. Compliance with the foregoing insurance requirements shall not limit or obviate in any respect Supplier's obligations under the Agreement to defend and indemnify the Berry Parties.

12. **Prices:** In all cases: (i) Berry shall not be billed at prices higher than those stated in the P.O.; (ii) any changes in prices must be authorized in writing by Berry; and (iii) if no price is shown, Berry's authorized agent must be notified of the price and must accept such price in writing prior to Supplier fulfilling the P.O. Unless otherwise specified on the P.O.; and (iv) the price stated shall include all charges for packing, hauling, storage and transportation to the agreed upon destination. All taxes applicable to Berry and paid by Supplier must be included in and shown separately on the invoice to Berry. Supplier agrees that any price reduction made with respect to the Goods subsequent to the date of the P.O. but prior to payment will be applicable to the P.O. Supplier represents and warrants that the prices for the Goods will always be the lowest prices paid by or available to other purchasers of Goods in similar or lesser quantities.

13. **Payment Terms:** Unless otherwise stated on the P.O. or shorter terms are required by Law: (i) payment terms shall be net 90 days after Berry's receipt of Supplier's invoice or the Goods, whichever occurs last; and (ii) Berry shall have the right to deduct, set-off or otherwise withhold payments reasonably determined by Berry to be due and owing by Supplier. In the event applicable Law requires or permits the parties to identify an interest rate applicable to late payments due by Berry, such rate shall be the lowest applicable interest rate permitted by Law, which may include zero percent (0%).

14. **Currency:** Berry shall pay to Supplier all sums owed under Clause 12 in the currency set forth in the P.O. or, if none is listed, in U.S. dollars (\$); provided, if Supplier is located outside the United States, deals in a currency other than the U.S. dollar and no currency is identified within the P.O., Berry shall have the benefit of the more favorable rate of exchange between the U.S. dollar and the local currency based on the date of the P.O. or date of shipment of the Goods.

15. **Events of Default:** Unless expressly prohibited by applicable Law, Supplier shall be deemed to be in default in case of: (i) delay in or failure of delivery of Goods; (ii) delivery of Goods that are non-conforming in any way; or (iii) breach of any warranty, requirement or term of the Agreement. Supplier further shall be deemed to be in default upon the occurrence of any of the following events, or of any other comparable event according to the Law of Supplier's domicile: (i) insolvency of Supplier; (ii) suspension, cessation or threat of suspension or cessation of carrying on all or a substantial part of Supplier's business; (iii) bankruptcy, liquidation or dissolution (whether voluntary or compulsory) of Supplier; (iv) appointment of a receiver or trustee, administrative receiver, trustee or administrator of Supplier; or (v) execution by Supplier of an assignment for benefit of creditors.

16. **Berry's Remedies Upon Supplier's Default:** Without limiting Berry's potential statutory rights and claims associated with the Laws governing this Agreement, upon default by Supplier, Berry will be entitled to recover its costs of cover, lost sales and profits, other incidental and consequential damages, and will be entitled to all other rights and remedies available under the Agreement, at Law, and in equity and may (but will not be obliged to) do any or all of the following: (i) reject or revoke acceptance of the Goods and return them to Supplier at Supplier's own risk and expense; (ii) require Supplier to repair or replace rejected Goods, or to provide a full refund of the price of the rejected Goods; (iii) obtain replacement Goods from an alternative supplier and recover from Supplier any additional costs incurred by Berry in obtaining replacement Goods; or (iv) immediately terminate the Agreement without obligation or liability whatsoever with respect to non-conforming Goods and Goods not yet delivered to Berry at the time of such termination. Berry's decision to pursue any remedy shall not be deemed to be an election not to pursue any other remedy at the same time or any other time. In all cases, Berry shall be entitled to recovery of its reasonable attorney's fees and expenses.

17. **General:** The parties are independent contractors. The Agreement is not assignable by Supplier but may be assigned by Berry. If any provision of the Agreement is held invalid by any court in a final decision from which no appeal can be taken, such provision shall be deemed modified to eliminate the invalid element only. The invalidity of any provision of the

Agreement shall not affect the force and validity of the remaining provisions. In the event any provision of this Agreement is held invalid by an applicable tribunal in a final or otherwise appealable decision, such provision shall be deemed modified to augment the invalid portion so that the provision, as modified, as closely as legally possible, conforms to the parties' agreement concerning these Terms and Conditions. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and validity of the remaining provisions. If these Terms and Conditions are also communicated to Supplier in a language other than the English language, Supplier agrees that any inconsistencies between the interpretation of these Terms and Conditions and the English version hereof, available online at <<https://www.berryglobal.com/terms-conditions/purchase-order-standard-terms-and-conditions>>, shall be resolved by giving precedence to the English language version.

18. **Governing Law and Venue Selection:** This Agreement shall be governed in all respects by and interpreted in accordance with the Laws of the State of Indiana, United States of America, without application of any conflict of laws provisions and the Convention on Contracts for the International Sale of Goods, which shall have no force or effect on transactions under or relating to this Agreement. Having first attempted in good faith to informally resolve any dispute between them, either party to this Agreement may thereafter pursue such dispute solely and exclusively in the federal or state courts located in Indiana, and Supplier, on behalf of itself and a United States Affiliate, if applicable, consents to the personal jurisdiction of those courts and waives all defenses based on inconvenient forum. For purposes of this Clause 18, the term "United States Affiliate" shall include any entity organized under the laws of the United States which owns a majority interest of or is owned by Supplier at the time of contracting and shall apply to this Agreement only insofar as Supplier is not otherwise organized under the laws of the United States but is otherwise affiliated with a United States Affiliate, in which case, Supplier hereby designates its United States Affiliate as its service of process agent. Notwithstanding the foregoing, Berry has the right at its discretion to take legal action against Supplier at a court with jurisdiction over the registered office or branch office of Supplier or at the court with jurisdiction over the place of performance.