

TERMS AND CONDITIONS OF PURCHASE
EFFECTIVE AUGUST 1, 2022

Each contractor, vendor and other supplier of products and services (a "**Supplier**") to Pactiv Evergreen Inc., Pactiv LLC, Evergreen Packaging LLC, Fabri-Kal LLC and/or any other direct or indirect subsidiary of Pactiv Evergreen Inc. ("**Company**") agrees that the terms and conditions set forth in this document (the "**Terms**") shall apply to any purchase of any products ("**Products**") and/or services ("**Services**") by Company from Supplier pursuant to a purchase order submitted by Company to Supplier (each, a "**Purchase Order**") even if these Terms are not attached to the Purchase Order. The Purchase Order is an offer or counteroffer by Company to purchase the Products and/or Services described in the Purchase Order in accordance with these Terms, is not a confirmation or acceptance of any offer made by Supplier, and acceptance of this offer is expressly made conditional on assent to these Terms and the other provisions contained in the Purchase Order. Company hereby objects to any additional or different terms contained in any of Supplier's quotation, acknowledgment, invoice or other forms, or in any other correspondence from Supplier. No such additional or different terms will be of any force or effect. These Terms and any consistent terms in the Purchase Order (together, the "**Agreement**") collectively constitute the entire agreement between Company and the Supplier (each a "**Party**", and collectively, the "**Parties**") on the subject of any purchase(s) by Company from Supplier, superseding all prior written and oral communications and negotiations. This offer expires thirty (30) calendar days after its date or upon prior written notification thereof to Supplier.

1. ACCEPTANCE OF THE PURCHASE ORDER. Supplier's written acceptance, Supplier's failure to notify Company of Supplier's rejection of a Purchase Order within twenty-four (24) hours after receipt by Supplier of a Purchase Order, Supplier's commencement of performance of ordered Services for Company or Supplier's shipment of ordered Products to Company, whichever occurs first, shall be deemed an effective acceptance by Supplier of a Purchase Order.

2. TERMINATION FOR CONVENIENCE. Company reserves the right to terminate any Purchase Order or any part thereof, or delay delivery of a Purchase Order, for its sole convenience by notifying Supplier. In such an event, Supplier shall immediately cease, and Supplier shall cause any of its suppliers or subcontractors to, immediately cease supplying Products and performing Services pursuant to such Purchase Order. As Company's sole liability and Supplier's sole remedy for any such cancellation, Company will reimburse Supplier for the reasonable costs for any time and materials that have been committed against the canceled Purchase Order up through the date of cancellation, not to exceed the price of the applicable Product and/or Services. Supplier shall not be paid for any Products supplied or Services performed after receipt of a notice of termination nor for any costs incurred by Supplier's suppliers or subcontractors on or before the date of the notice of termination which could reasonably have been avoided, resold, salvaged or otherwise mitigated by Supplier.

3. TERMINATION FOR CAUSE. Company may terminate all or any part of this Purchase Order without Company bearing any liability, if Supplier fails to comply with any of these Terms in any respect, or if Supplier ceases to conduct its operations in the normal course of business (including as a result of its inability to meet its obligations as they mature), or if any proceedings under the bankruptcy or insolvency law is brought by or against Supplier, or if a receiver for Supplier is appointed for Supplier or applied for by or against Supplier or an assignment for the benefit of creditors is made by Supplier.

4. PROPRIETARY INFORMATION; CONFIDENTIALITY. Supplier shall treat all information furnished by Company as confidential and shall not disclose any such information to any other person or entity, or use such information itself for any purpose, other than supplying Products and performing Services to Company. This Section shall apply to drawings, specifications, or other documents prepared by Supplier for Company in connection with Purchase Orders as well as information that may be provided orally by Company or observed by Supplier at Company's facilities.

5. COMPANY PROPERTY. Company will have no obligation to furnish or pay for any design work, drawings, tools or other equipment required for the performance of any Purchase Order; provided, however, that Company may, at its option, purchase any such items especially required by Supplier for any Purchase Order at the current value thereof on Supplier's books for income tax purposes and any item so purchased

will be deemed furnished to Company hereunder. Any design, drawing, specification, photograph, tool or other equipment or material or part or engineering and manufacturing information heretofore or hereafter furnished to Supplier by Company, or the cost of which has paid by Company or included in the price of any Purchase Order, whether or not separately itemized hereon, will be and remain Company's property, will be conspicuously identified as such in Supplier's records and by physical marking thereon, shall be promptly delivered to Company upon request, will be treated as confidential information, will not be used in processing or manufacturing Products for anyone other than Company and, while in the possession of Supplier, will be Supplier's responsibility and will be adequately insured at Supplier's expense, for the benefit of Company, against loss or damage by fire or other hazard. No change will be made in any design, drawing, specification, tool or other equipment furnished by Company without Company's express written consent. Any information that Supplier may disclose to Company with respect to the design, manufacture or sale or use of the items covered by any Purchase Order will be deemed to have been disclosed as part of the consideration for that Purchase Order, and Supplier shall not assert any claim against Company by reason of Company's use thereof.

6. PUBLICITY. Supplier shall not advertise or publish the fact that Company has contracted to purchase Products or Services from Supplier, nor shall any information relating to Purchase Orders be disclosed without Company's written consent.

7. WARRANTY. Supplier warrants that all Products supplied and Services performed under the Purchase Order (a) will conform to the standards, specifications, drawings, samples or descriptions furnished by Supplier to Company or by Company to Supplier, including, but not limited to, all information and documentation referenced in or attached as exhibits to the Agreement; (b) will be merchantable, of good quality and workmanship, free from defects in design, material or workmanship (latent or otherwise), and fit and sufficient for Company's intended use; (c) will be of good title to and be free and clear of all liens and encumbrances; (d) will not infringe or misappropriate any patent, copyright, trademark, trade dress, trade secret or other intellectual property rights of any third party; (e) will be new, and not used, refurbished or reconstituted; (f) will be supplied in compliance with these Terms and the then-current version of the Pactiv Supplier Code of Conduct and the Pactiv Supplier Insurance Requirements available at www.pactivevergreen.com, and for on-site services, the Contractor/Vendor EHS Manual, or EHS requirements of the specific contracting entity, in each case as published on the Company ISN home site or at www.pactivevergreen.com; and (g) will comply with all federal, state and local statutes, regulations, ordinances, court decisions and other laws pertaining to the design, manufacture, processing, packaging, labelling, storage, transportation, delivery, performance or other supply of the Products and performance of the Services required under the Agreement, including, without limitation, the Food Additive Regulations of the Food and Drug Administration, Hazard Communications Standard (SDS) of the Occupational Safety and Health Administration, the Ozone Depleting Chemical Restrictions of the United States Environmental Protection Agency, the CONEG Heavy Metal Restrictions and the California Proposition 65 Disclosure. Supplier agrees to reimburse Company for any losses, costs, damages or expenses, including attorney's fees, arising from failure of the Products to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, shall survive Company's payment, acceptance, inspection or failure to inspect the Products, and shall run to Company, its successors and assigns and its customers (whether direct or indirect). Supplier will determine the particular purposes for which all Products purchased by Company are required, and will utilize its skill and judgment to select and furnish suitable Products; Supplier acknowledges that Company is relying on Supplier to do so.

If any such Products are found to be unsatisfactory, defective or inferior in quality, or not to conform to Company's specifications or any other requirements hereof (including Supplier's warranties), Company may, at its option and in addition to its other remedies, retain such Products at an adjusted price, hold such Products at Supplier's risk and expense pending Supplier's specific instructions, or return them to Supplier for replacement, credit or refund, as Company directs. In that event, Company will also have the right to cancel any unshipped portions of the affected and any related Purchase Order. Company will be reimbursed by Supplier for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise non-conforming

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Products, and Supplier assumes all risk of loss or damage in transit to Products returned by Company pursuant hereto. In the event the non-conforming Products causes Company to incur damages, losses, and/or expenses, including, but not limited to, line time costs and loss of, or damage to, materials other than the Products, Supplier shall further reimburse Company therefor.

Supplier further warrants that (i) all Services performed by Supplier will be performed in a good and workmanlike manner, in accordance with any established professional standards for similar services, and with the best practices in Supplier's industry; (ii) any reports, drawings, advice, formula, protocol and other products of such Services will comply with all applicable laws, regulations, codes and ordinances, and will be good and sufficient to enable Company to achieve the results therefor specified in the Agreement; and (iii) none of such services, reports, drawings, advice, formula, protocol or other products of such Services, nor the use thereof by Company will infringe the proprietary rights of any third party.

Without prejudice to any rights of Company, Supplier shall immediately give notice to Company if it becomes aware or anticipates: (A) it will be unable to supply any Products or Services at the agreed time; or (B) the Products or Services do not comply with the Agreement.

Supplier further warrants that to the extent Supplier holds Company information in Supplier's computer information systems: (1) Supplier follows industry best practices to protect the security of that information; (2) Supplier has enacted both physical and logical security measures to prevent intrusion into their information technology networks, maintains appropriate encryption, firewalls and virus protection and provides training to their personnel to create cybersecurity awareness in Supplier's personnel; (3) if Supplier suffers a breach of their information technology network that impacts Company data, Supplier will report such breach to Company within forty-eight (48) hours or less of ascertaining that Company stored data has been compromised; (4) to the extent Supplier's Products, Services or any data stored or processed by Supplier on behalf of Company is governed by any state, federal or international laws regarding data privacy, Supplier will be in compliance with the requirements of such laws to the extent that they apply to Supplier's Products, Services or such data.

8. PRICE WARRANTY. Supplier warrants that the net prices for Products and Services supplied to Company hereunder are not and will not be less favorable than the net prices that Supplier extends to any other customer for Products and Services that are identical or substantially the same in similar quantities and on similar terms. If Supplier charges any other purchaser a lower price than the price for goods similar to the Products, Supplier must immediately apply the lower price to the applicable Products under any applicable Purchase Order, both retroactively and prospectively. In determining net prices extended to other purchasers, discounts, rebates, allowances, premiums, favorable payment terms and other benefits to such purchasers shall be taken into account. If Supplier fails to meet the lower price, Company, at its option, may (a) reduce payment to or obtain a credit from Supplier to the extent its prices to Company are not as favorable as the net prices extended by Supplier to any other customer; and (b) terminate the applicable portion of the Agreement or any open Purchase Order without Company bearing any liability, in addition to all other rights and remedies Company may be entitled to at law or in equity. Company's representatives may, with reasonable notice, audit the corporate, manufacturing and other facilities and records of Supplier and its affiliates for the purpose of exercising the rights and performing the obligations of Company under the Agreement.

9. TAXES. Company will not be liable for any federal, state, local, provincial or non-government organizational taxes, duties, customs or assessments in connection with the manufacture, import, sale, purchase, transportation, use, environmental impact, or possession of the Products and/or Services ordered hereunder, all of which shall be borne solely by Supplier, either directly or by reimbursement to Company on Company's demand therefor.

10. PRICE; DISCOUNTS; INVOICING AND PAYMENTS. The price of the Products and/or Services shall be as stated in the Purchase Order and unless otherwise agreed in writing by Company, shall be inclusive of all other charges including but not limited to customs, duties, all sales, use, superfund, excise and property taxes, shipping, handling, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. In the event a price is not contained in a Purchase Order, Company must

be notified of the price and its written acceptance obtained before Supplier accepts such Purchase Order. No additional costs, fees, surcharges or expenses of any kind shall be added to the Purchase Order without the advance written consent of Company. If the Agreement provides a discount for early payment of an invoice, the time period for such invoice payment shall commence on the later of (a) the date of receipt and acceptance of the Products or Services by Company at its facility; or (b) the date of receipt of a correct invoice by Company. Supplier will invoice Company for an ordered Product upon shipment of the Products to the loading dock of the plant, warehouse or other facility identified in the Purchase Order. Other than invoices that Company disputes in good faith by a written notice to Supplier, Company will pay Supplier for the ordered Product or Service within ninety (90) days after the date of its receipt and acceptance of the ordered Product or Service and corresponding invoice. Invoices must be issued within one year from the provision of Products or completion of Services pursuant to a Purchase Order or payment will be considered waived.

11. INDEMNIFICATION. Supplier shall indemnify, defend and hold harmless Company and its parent, subsidiaries and affiliates, and its and their respective owners, directors, officers, managers, members, partners, shareholders, employees, contractors, insurers, agents, customers (both direct and indirect), successors and assignees, and other representatives (the "**Indemnified Persons**"), from and against all claims, actions, demands, liabilities, losses, damages (including without limitation direct, indirect, special, consequential, and punitive damages) and costs and expenses (including without limitation, attorneys' fees, expert witness fees, and other legal costs) that they, or any of them, may sustain or incur caused by, resulting from, arising out of or relating to any: (a) actual or alleged infringement, misappropriation, dilution or violation of the intellectual property of a third-party (i) by any Supplier intellectual property or (ii) by a Product (or the use thereof) or other product designed by Supplier; (b) personal injury or death of any person, damage to property or other loss caused by any Products sold by Supplier under the Agreement or any Services performed by Supplier, its employees, agents, sub-suppliers or other subcontractors; (c) defect in the design, material or manufacture of a Product supplied by Supplier; (d) negligent acts or omissions, intentionally tortious or criminal misconduct on the part of the Supplier or its affiliates or its and their employees, agents, sub-suppliers or other subcontractors or other third parties for whom Supplier is liable under applicable law in the course of exercising any right or performing any obligation of Supplier under this Agreement; (e) claim arising from the mandatory recall or voluntary withdrawal of a Product for any quality, health, safety, environmental or other reason; (f) breach of any representation, warranty or covenant by Supplier of this Agreement; (g) violation by Supplier of any law, rule or regulation; (h) claim by any employee, agent, contractor or other third parties for whom Supplier is liable under applicable laws against Company or its affiliate for any type of personal injury, property damage, compensation, benefit or loss; and/or (i) imposition of any lien or encumbrance on property of Company or its parent, subsidiaries or affiliates by Supplier. Company hereby expressly disclaims and rejects any purported limitation of Supplier's liability for its indemnification obligations hereunder and for any other claims, losses, liabilities, damages (including without limitation direct, indirect, special, consequential and punitive damages) or expenses (including without limitation attorneys' fees and legal costs and all costs associated with recalls). Supplier will have no obligation to indemnify, defend or hold harmless an Indemnified Person if and to the extent that the relevant claim or its resulting liabilities are caused solely by the gross negligence or intentionally tortious or criminal misconduct on the part of such Indemnified Person. Company will notify Supplier with reasonable promptness after receipt of a claim, or after discovery of any facts that may give rise to a claim, subject to indemnification under this Section. Company's failure to notify Supplier promptly will not relieve Supplier from its indemnification obligations under this Section unless (and only to the extent) such failure prejudices Supplier. Company will furnish Supplier with all relevant facts in their possession or control and will reasonably cooperate with Supplier in the defense of a claim. If Supplier is not adverse to the Indemnified Persons in the defense of an indemnified Claim, Supplier may elect to control the defense of such claim in its reasonable discretion. Supplier will promptly notify the Indemnified Persons involved in the claim in writing of such an election. If Supplier elects to control the defense, Supplier will appoint qualified defense counsel to represent the interests of Supplier and the Indemnified Persons in defending against such claim. Supplier will

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consult the Indemnified Persons in the conduct of any defense to a claim subject to indemnification under this Section. An Indemnified Person, at its own expense, will have the right to participate in the defense of the claim through defense counsel of its own choosing. Unless and until Supplier is able and has elected to control the defense by delivering written notice to the Indemnified Persons involved in the claim, Company will control the defense of claim involving the Indemnified Persons, and Supplier will be responsible for reimbursing Company for any defense costs incurred in such defense. Supplier may not settle a claim against an Indemnified Person without the prior written consent of such Indemnified Person.

12. CHANGES. Company shall have the right at any time to make changes in (a) type of Product; (b) quantity of Product; (c) time of delivery; (d) place of delivery; (e) method of shipment or packing; (f) specifications, drawings and data incorporated in the Agreement, where the items to be furnished are to be specially manufactured for Company; and (g) standards of supplying Products and performance of Services upon notice to Supplier. If any such changes cause an increase or decrease in the cost, or the time required for their performance, an equitable adjustment will be made in the price or delivery schedule, or both, shall be made and the Purchase Order shall be modified in writing or Company may, at its option, cancel the Purchase Order if agreement on an equitable adjustment cannot be reached. Supplier agrees to accept any such changes subject to its right to receive an equitable adjustment in this Section. Any claim by Supplier for adjustment under this Section will be deemed waived unless asserted in writing within twenty (20) days after receipt by Supplier of the changed Purchase Order. Price increases or extensions of time for delivery will not be binding on Company unless evidenced by a Purchase Order change notice issued and signed by Company. No substitutions, changes or modifications of the Purchase Order, or the Products and/or Services provided thereunder, will be made except upon Company's written approval.

13. INSPECTION/TESTING. The Products (and work-in-process relating to the Products) shall be subject to inspection, evaluation and testing by Company or Company's designee at any reasonable time and from time to time before, during and after manufacture, delivery and performance. Supplier shall provide Company or Company's designee with access to its own and its sub-suppliers' and other subcontractors' facilities for such purposes. Notwithstanding prior inspections, the Products are subject to inspection, evaluation and testing at Company's facility or at a facility Company may designate, and notwithstanding any payment that may be made, Products shall not be deemed accepted until such in-facility inspection, evaluation and testing demonstrate to Company's satisfaction that the Products conform to this Agreement and the applicable Purchase Order and Product specifications. Company's inspection, evaluation or testing before, during or after manufacture, delivery or performance shall not constitute a waiver of the right of subsequent rejection by reason of any latent or otherwise undiscovered defect. If the ordered Product is defective, damaged or otherwise non-conforming with the Purchase Order and any related standards and specifications, then Company may, at its option but at the expense of Supplier, (a) require the Supplier to replace the non-conforming Product with a conforming Product; (b) reject and return the non-conforming Product to Supplier for a full refund; or (c) exercise any other right or remedy available to Company at law or in equity. Company may reject ordered Products delivered under the quantity specified in the Purchase Order.

14. DELIVERY. Supplier will deliver ordered Products in accordance with the specifications, drawings or approved samples, and at the prices and quantities in the Agreement, on a **Delivery Duty Paid** basis per *INCOTERMS 2020* at the facility of Company or its designee identified in the Purchase Order for international shipments (and on an F.O.B. basis at the facility of Company or its designee identified in the Purchase Order for domestic shipments). Company will have the right to route all shipments. All Products will be (a) suitably packed, marked with Company's Purchase Order number; (b) transported in clean, hygienic, physically sound conditions; and (c) shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers. No charge shall be made to Company for boxing, packing, crating or carting unless separately itemized on the Purchase Order. Time is of the essence of this Agreement, and if delivery of Products or performance of Services is not completed by the time promised, Company reserves the right, without Company bearing any

liability and in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier effective when received by Supplier as to the applicable Products and to purchase substitute Products or Services elsewhere and charge Supplier with any loss incurred. If, in order to comply with Company's required delivery date, it becomes necessary for Supplier to ship by a more expensive way than specified in the Agreement, any increased transportation costs resulting therefrom shall be paid for by Supplier unless the necessity for such rerouting or expedited handling has been caused by a breach by Company. If shipment is delayed for any cause, Supplier must report the same to Company promptly. Failure of Company to insist upon strict performance will not constitute a waiver of any of the provisions of any Purchase Order or waiver of any default. Supplier will not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Company's delivery schedule. Items received in advance of Company's delivery schedule may, at Company's option, be returned at Supplier's expense or be accepted and payment withheld until after the scheduled delivery date. Title and risk of loss will shift from Supplier to Pactiv Evergreen after Supplier tenders the ordered Products for unloading at the dock at the point of delivery. Notwithstanding the delivery terms set forth herein, Company may elect, at its option, for Supplier to be responsible for unloading the ordered Products at Supplier's expense at the point of delivery, and in such case, title and risk of loss will shift from Supplier to Company after Supplier unloads the ordered Products at the dock at the point of delivery. Supplier will be liable to Company for any loss or damage resulting from Supplier's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions, or improper description of the shipment in shipping documents will be the responsibility of Supplier.

15. MATERIALS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS. If requested by Company, Supplier will promptly furnish Company in such form and detail as Company may direct: (a) a list of all materials in the Products purchased hereunder; (b) the amount of one or more materials; and (c) information concerning any changes in or additions to such materials. Prior to and with the shipment of Products purchased hereunder, Supplier will furnish to Company sufficient warning and notice in writing, including appropriate labels on Products, containers and packaging of any hazardous material that is a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, Company and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packaging shipped to Company.

16. SETOFF. Company may set off any amount due from Supplier, whether under the Agreement or otherwise, against any amount due to Supplier hereunder. Supplier may not set off any amount due from Company, whether under the Agreement or otherwise, against any amount due to Company hereunder without Company's prior written consent.

17. LIMITATION OF LIABILITY. **COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Without limiting the generality of the foregoing, **Company specifically disclaims any liability for property damages, penalties, special or punitive damages, damages for lost profits or revenues, down-time, lost good will, cost of capital, or for any other types of economic loss, or for claims of any third party for any such damages, costs or losses. Company shall not be liable to Supplier for any amount with respect to any order of Products that, in combination with all claims by Supplier against Company related to such order of Products, exceeds the total price paid by Company to Supplier for such order of Products.** Supplier will be responsible for any and all losses, liabilities, damages and expenses, including incidental and consequential damages, and including attorneys' fees and other costs of prosecuting an action for breach, which Company may sustain or incur as a result of any breach of the Agreement.

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18. FAIR LABOR STANDARDS CERTIFICATE. Supplier hereby certifies that all Products furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such Products.

19. FORCE MAJEURE; ALLOCATION OF LIMITED SUPPLY. Supplier will not be liable for any reasonable delay in supplying, or failure to supply, Products or Services under this Agreement, and Company shall not be liable for any delay in performance of, or failure to perform, any of its obligations under this Agreement, to the extent performance becomes impossible as a direct result of, and solely during the occurrence of, a Force Majeure Event, provided that the Party experiencing the Force Majeure Event shall: (a) give the other Party written notice of the occurrence of the Force Majeure Event within two (2) days after the occurrence of the Force Majeure Event, with full details of the cause relied upon and the likely duration of the delay or non-performance; (b) use all efforts to limit the effect of that delay or non-performance on such other Party; and (c) continue to tender partial performance to the extent possible. In addition, Company may, without Company bearing any liability, cancel any Purchase Order at any time prior to delivery or performance if its business is interrupted for reasons beyond Company's reasonable control; Company shall give prompt notice of such cancellation to Supplier. "**Force Majeure Event**" means the unforeseeable occurrence of any of the following: war or terrorist activity, rebellion or revolution; act of local or national government; nuclear accident; or damage or destruction to property caused by act of God, in each case other than where caused, allowed or abetted by the Party seeking to claim a Force Majeure Event. Supplier shall use all efforts to (i) mitigate the effects of the Force Majeure Event; and (ii) perform its obligations under this Agreement, including, but not limited to, by allocating its available production to Company in order to maintain an adequate, timely and continuous supply of Products to Company. If any Force Majeure Event shall cause Supplier to be unable to fully and timely deliver the Products to Company, or shall cause Company to be unable to purchase the Products from Supplier, for a period of more than ten (10) calendar days, then Company shall have the right, in its sole discretion and in addition to all of its other remedies available to it under this Agreement, at law or in equity, to immediately terminate any or all Purchase Orders by providing written notice to Supplier, without Company having any obligation or bearing any liability, except that Company remains responsible for payment for Products that have been properly delivered to, and accepted by, Company prior to its receipt or issuance (as the case may be) of the Force Majeure Event notice. During the period of any delay or failure to perform by Supplier, Company, at its option, may purchase Products from other sources and reduce any Purchase Order by such quantities and, in such case, Supplier shall reimburse Company for any increase in price that Company is required to pay to a substitute supplier in order to obtain the Products. Alternatively, Company may cause Supplier to provide the Products from other sources in quantities and at times requested by Company and at the price set forth in this Agreement. For the avoidance of doubt, Supplier acknowledges and agrees that the following will not excuse performance by Supplier under theories of force majeure, commercial impracticability, impossibility, frustration of purpose, or otherwise, and Supplier expressly assumes these risks: (A) change in cost or availability of materials, components, services, fuel, labor, or freight, whether the same are based on market conditions, supplier actions, contract disputes, inflation or otherwise; (B) unprofitability of supplying the Products or performing the Services; (C) any act or omission of Supplier or its subcontractors or suppliers; (D) financial difficulties of Supplier or its subcontractors or

suppliers; (E) any mechanical failure or breakdown of equipment; (F) plant closures before and after a hurricane; and/or (G) labor strikes or labor disruptions.

20. INSURANCE. Supplier shall carry and maintain, at its expense, insurance in the amounts and types required under the Pactiv Supplier Insurance Requirements published on www.pactivevergreen.com.

21. ASSIGNMENTS AND SUBCONTRACTING. No part of the Agreement may be assigned or subcontracted without prior written approval of Company.

22. WAIVER. Failure by either Party to enforce any provision of this Agreement, or to exercise any right in respect of this Agreement, shall not be construed as a waiver of such Party's rights to enforce the same or any other provision, or to exercise the same or any other right. No term or provision will be considered to have been waived by either Party, and no breach consented to by either Party, unless such waiver or consent is in writing and is signed and delivered by an authorized representative of the Party against whom the waiver or consent is asserted. No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.

23. CHOICE OF LAW. The interpretation, validity and performance of this Agreement shall be governed by the laws of the State of Illinois and the United States of America, without regard to any rules pertaining to conflicts of law that would result in the application of the law of any other jurisdiction. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

24. FORUM. Company and Supplier each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with the Agreement will lie in the United States District Court for the Northern District of Illinois or the courts in the State of Illinois sitting in Cook County, and each Party hereby irrevocably and unconditionally submits to the sole and exclusive personal jurisdiction of such courts and irrevocably waives any objection to venue or inconvenient forum for such courts.

25. REMEDIES CUMULATIVE. The rights and remedies of Company set forth herein will be in addition to any rights or remedies that Company may otherwise have.

26. COMPENSATION TO COMPANY'S AGENTS. No employee or other agent of Company is permitted to solicit or accept any compensation or payment from any supplier, however characterized, in connection with the placement of any Purchase Order; and any rebate, discount, incentive or other amount offered in that connection will be separately itemized in Supplier's invoice.

27. RELATIONSHIP OF PARTIES. Company and Supplier are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party.

UPDATES. THESE STANDARD TERMS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF COMPANY UPON WRITTEN NOTICE TO SUPPLIER.