

## **General Terms and Sale Conditions**

### **SCOPE – ENFORCEABILITY**

These general terms of sale (hereafter the “**GT&SC**”) apply to all orders of bottles and dispensing components, closures and systems (hereafter the “**Products**”) placed by any company (hereafter “**Customer**”) with **PLASTIREY S.A. DE C.V.** or **PLASTIREY CONTAINERS INC.** The GT & SC would be considered as accepted by Customer upon issuance by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. of the Order Confirmation is issued. The GT & SC prevail over any Customer terms of purchase, or any other document unilaterally transmitted by Customer, which Customer purports to apply under any order, confirmation of order or similar document which are not explicitly accepted in writing by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. in the acceptance of an order. These GT & SC shall also apply to all future orders for Products with Customer, even if PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. does not refer to them again.

In the event of any contradiction between the GT & SC and PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.’s special terms as set out in the offer, the quotation, the Order Confirmation and/or separate written document signed by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC., the provisions of the special terms shall prevail over the provisions of the GT & SC.

A waiver of any right or remedy under the GT & SC is only effective if given in writing and shall not be deemed, nor any failure or delay to exercise any right or remedy under the GT & SC or by law, as a waiver of any subsequent breach or default. Similarly, it shall not constitute a restriction to further exercise that right or remedy or any other right or remedy. If any court or competent authority finds that any provision of the GT & SC (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the GT & SC shall not be affected.

### **Payment Terms:**

Net 30 days on approved credit. FOB: Any of our warehouses in the U.S.

### **Purchase Orders:**

A written purchase order must be emailed, delivered or faxed before processing any orders.

### **Changes or Cancellations:**

Changes or Cancellations must be submitted in writing 72 hrs. before shipment to ensure changes are properly made, any expenses after this point are not covered by **PLASTIREY S.A. DE C.V.** or **PLASTIREY CONTAINERS INC.** Non-Stocked items which are already manufactured by the time of the cancellation or non-stock raw materials that have been purchased for this order which cannot be cancelled by our **PLASTIREY S.A. DE C.V.** or **PLASTIREY CONTAINERS INC.**s are not subject to cancellation and need to be charged.

Unless agreed otherwise, the cancellation or modification of an Order by Customer shall give rise to the immediate invoicing of the price of the Products initially Ordered.

**Stock Items:**

Because of demand variations, any one item may be sold out at the time of request. We will do our best to quickly replenish our stock levels, but Plastirey cannot be responsible for production interruptions to our customers because of lack of inventory. Orders for "non-stock items" are considered custom, and are subject to the minimum order requirements outlined below.

The sale is made under the General Terms and Conditions of Sale indicated by Plastirey, for more details see our page: <https://www.plastirey.com/about-us/general-terms-and-sale-conditions>

Plastirey will program and produce according to the sales order confirmation. On custom orders, we reserve the right to ship up to 5% over and 5% under the ordered quantities. These quantity variations may not give rise to any claim from Customer, who acknowledges that such quantity delivered shall be deemed to be the quantity Ordered, without prejudice to the right of Customer to prove that such measurement has been mistaken. All "Non-Stock" items are considered a Custom Item, and therefore handled as custom orders.

**Packaging Specification:**

Packaging information on each Product is available on the specs sheets, which can be downloaded at the Product screen. Please contact us for more details.

**Samples:**

Plastirey will send samples prepaid via UPS Ground Service (or similar ground service). Any expedited service requested will be provided at your expense. Please provide us with Carrier Name, Phone No., Service Requested and Account Number. Up to 12 ea of any stock item can be shipped free of charge, please contact us if you require more than 12 samples or if you require custom item samples so we can determine sample charge.

**Pricing – Payment:**

Please contact a Sales Representative near you to request a price list. The Products are invoiced by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. at the price given in the Order Confirmation. The price is understood excluding packaging and transport costs and expenses, VAT and any other duties or taxes, which are billed in addition to the price.

Invoices are payable in U.S. dollars or in Mexican Pesos at the exchange rate published by the Mexican Central Bank in the Federal Official Gazette on the day of payment, within thirty (30) calendar days from the invoice date, by bank transfer, with no discount for early payment. Any expenses incurred by payment shall be solely borne by Customer. No payment will be deemed received until received in cleared funds and the amount has been credited to PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.'s bank account. Failing to comply with the time of payment shall be deemed as breach to the GT & SC. PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. may, even if no payment default has previously occurred, demand payment guarantees (deposit or other) in the event that information on Customer's situation, particularly a change in its financial situation indicates there is a risk of non-payment of the amounts billed on the sale of the Products.

Any part payments shall be allocated in the following order of priority (i) outstanding invoices (oldest first); (ii) any late payment interest; and (iii) payment of expenses incurred by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. in recovering late payments.

Any delay in payment shall give rise to the application of interest for late payment at the Mexican

In the event of late payment or failing settlement of one or several invoices, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. may also, without prejudice to any damages that may be claimed, set a reasonable grace period to Customer by way of formal written notice and, if payment is not made in full within this period, cancel the supply of Products in the relevant Order and/or suspend the processing of other Orders in progress and/or demand the immediate payment of any outstanding sum still owed to it and/or demand payment guarantees or payment upon any future Order. Customer shall pay all amounts due under an Order in full without any deduction or withholding except as required by law and Customer shall not be entitled to assert any credit or set-off against PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. in order to justify withholding payment of any such amount in whole or in part. Customer shall be entitled to retain any counter-claim arising from the same Order, which is undisputed and awarded by a judgment that can no longer be appealed and that constitutes a final decision of a competent court in Mexico.

#### **Minimum Billing:**

The minimum order amount is for \$ 1,000.00 USD. Orders under this amount will be charged an under minimum charge of 100.00 USD per order.

#### **Surface Treatment:**

For its optimal decoration, plastic containers made out of HDPE, MDPE, LDPE or PP requires to be treated on the surface before decorating it. This treatment allows the ink to adhere adequately and permanently, and doesn't affect any physical or aesthetics or specifications on the container at any moment. As time goes by, this treatment trend to disappear; thus, to obtain satisfactory results on decorating quality, it is strongly recommended that the treatment takes place immediately before decorating. We can't assure or guarantee that our treatment will exclude the need for a treatment immediately before decoration to obtain satisfactory results. Plastirey carries inventory on untreated (un-flamed) and treated (flamed) inventory at an extra price. We suggest our customers to determine if they can flame before decorating so they can obtain savings on our untreated (un-flamed) bottles.

#### **Return and Reimbursement Policy:**

Upon delivery, the Customer must examine the products for compliance with the order, technical specifications, and logistics requirements set by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. Any non-compliance or defects must be reported in writing within 1 month of receiving the Products, provided they have not been altered by the Customer. Failure to report within this period implies acceptance of the delivery.

If hidden defects are discovered after the aforementioned period, the Customer must inform PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. in writing within three (3) business days of discovery. Failure to do so releases PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. from liability for non-compliance or defects not apparent upon delivery.

In case of a complaint, the Customer must provide a written justification to PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.'s Quality Department or Sales Administration Department, along with necessary information and samples for analysis. Products cannot be returned without a

confirmed defect or non-compliance determined by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.

Returns are accepted within 30 days of the invoice date for unsatisfactory quality or quantity. A valid RMA number is required, and a Credit Note will be issued for the amount paid, including freight expenses. Returns due to wrong item ordered will incur a 25% charge. PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. may provide a reimbursement for affected Products within the specified timeframe, up to the invoiced amount only.

PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. is not liable for any non-compliance or defects reported more than six (6) months after delivery. Variations from models, prototypes, or marketing materials may not be considered defects.

If non-compliant or defective Products are attributable to PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC., they will rework or replace the Products within standard manufacturing and delivery times. If rework or replacement fails, the Customer may rescind the contract or Order after two unsuccessful attempts. Claims for damages require specific agreement.

Defective Products must be kept available for PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. or returned with prior authorization in good condition and original packaging. Transport costs for replacement or repaired Products are borne by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC., only if non-compliance is attributable to them.

If authorized by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC., defective Products may be destroyed at their expense and in compliance with applicable legal requirements. The destruction must be certified by a Notary Public.

Office hours:

Customer Service Department is open to serve you from 8:30am to 5:30pm, Monday through Friday, local time on all locations.

### **Shipping Information:**

Shipping Department is open to serve you 8:30am to 5:30pm, Monday through Friday, local time on all locations. We will provide you with a pick up number. When your truck arrives, please refer the pick-up number to our shipping department personnel. If a scheduled pick up appointment cannot be met, please notify us as soon as possible. Title and possession of goods apply to buyer upon receipt by carrier. Any claims for damage done in transit must be filed directly with the carrier.

Failing pick-up of the Products by Customer on the agreed date or within the agreed time, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. reserves the right to invoice storage expenses from the date of delivery or the expiry of the pick-up period.

### **Quality and Safety Policy:**

Plastirey is a company dedicated to the manufacture of plastic Products.

We are committed to ensuring customer satisfaction by complying with the following: quality and safety requirements, legal requirements, regulatory requirements, customer mutually agreed requirements, occupational health and safety, competency of personnel, environmental care and sustainability. We achieve this by manufacturing Products and providing services with state-of-the-art technology. These commitments are the key factor in establishing objectives and continuous improvement of the Quality and Safety Management System.

Full compliance with the Quality and Safety System is promoted as the company's overall goal and is communicated both internally and externally.

#### **Quality Assurance Program:**

Whenever our customers report a quality problem, we elaborate a Corrective Action Report to tackle the root problem and give feedback with corrective actions.

#### **Custom Orders:**

All "Non-Stock" items are considered a Custom Item, and therefore handled as custom orders.

#### **Over / Under Runs:**

On custom orders, we reserve the right to ship up to 5% over and 5% under the ordered quantities. These quantity variations may not give rise to any claim from Customer, who acknowledges that such quantity delivered shall be deemed to be the quantity Ordered, without prejudice to the right of Customer to prove that such measurement has been mistaken

Minimum Order Quantities (For Custom Items).

Different MOQ is established depending on the Product ordered, please contact us with your requirement and we will inform the MOQ.

Except as otherwise provided, any order delivered and invoiced may be up to five percent (5%) higher or lower than the Quantity specified in the Order and / or Order Confirmation. These variations in quantity shall not give rise to any claim by CUSTOMER, who acknowledges that such quantities delivered will be considered as the ordered amount, without prejudice to the CUSTOMER's right to prove that such measurements have been incorrect.

For special colors, the customer must purchase us the remainder unused colorant at original cost plus freight.

#### **Color Matches:**

For a color match, please send us a color of the item to be matched, we prefer color samples to be in plastic, as this ensures the best possible color match. Please allow 10 to 15 business days for a standard match. When the color match is completed, we will return 2 color chips to you for approval. (If additional chips are necessary, please inform us at the beginning of the matching process so that we can accommodate your request.) You will also receive an approval letter, if the color match is approved, please return the letter signed for our records.

**Lead Time on Color Matches:**

Bottles & Caps: Normally from 4 to 5 weeks from reception of approved letter.

Pumps: Will have to be revised on a case-by-case basis, please contact us for details.

Lead times and dates quoted for delivery are given for guidance only in the Order Confirmation. PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall make reasonable commercial efforts to adhere to those times, which are not obligatory, and in any case, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. may deliver the Products within a reasonable period of time after those delivery times, without this constituting a breach. PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall not be liable for any delay in delivery of the Products that is caused by (i) a force majeure event as defined, or (ii) Customer's failure to provide PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. with adequate delivery instructions or (iii) any other instructions that are relevant to the supply of the Products.

If PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products.

**Set up Charges:**

A \$ 300.00 USD purge charge (per color or mold) will be assessed on custom orders below the following quantities:

1 oz. Bottles 160,000  
2 oz. Bottles 160,000  
4 oz. Bottles 120,000  
8 oz. Bottles 80,000  
12 oz. Bottles 40,000  
16 oz. Bottles 50,000  
32 oz. Bottles 30,000

**Custom items and out of stock samples:**

Up to 100 samples can be send to you at a charge of \$ 300.00 USD for purge and set up. Please allow 3 to 4 weeks for lead time from reception of approved color chips.

**Special Materials:**

Special materials or any other special services will be quoted upon request.

**Liability:**

PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. does not exclude its liability (if any) to Customer for:

1. willful misconduct;
2. damages arising out of death or personal injury caused by PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.;

3. any matter for which it would be illegal for PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. to exclude or to attempt to exclude its liability.

PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.'s maximum aggregate liability arising out or in connection with these GT & SC and any Order, whether in contract, tort, misrepresentation, under any applicable laws or regulations or otherwise for damages and/or loss of profits in case they are awarded by a competent judge, howsoever caused including by negligence (or the negligence of a person for whom PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. is vicariously responsible) and also including (without limitation) any liability under an indemnity contained in these GT & SC and/or arising from a breach of, or failure to perform or defect or delay in performance of, any of PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.'s obligations under these GT & SC or an Order and/or any defect in any of the Products ("Default"), shall be limited, and not to exceed, to the price of the Products giving rise to the Default. .

PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall be under no liability whatsoever to Customer (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage, including but not limited to:

1. loss of components and manufacturing costs of finished, semi-finished or intermediate Products of Customer; or
2. costs incurred by Customer in procuring substitute products; or
3. loss of sales revenue (whether direct or indirect); or
4. loss of business; depletion of goodwill; loss of reputation; or
5. any third party claims against Customer or any compensation or other payment made by Customer to its customers;
6. howsoever caused arising out of a Default.

Each of PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.'s employees, agents and sub-contractors may rely upon and enforce the exclusions and restrictions of liability in these GT & SC in that person's own name and for that person's own benefit, as if the words "its employees, agents and sub-contractors" followed the word PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. wherever it appears in those clauses.

Customer agrees to indemnify, keep indemnified and hold harmless PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. from and against all costs (including the costs of enforcement), expenses, liabilities injuries, direct loss (which include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgments which PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. incurs or suffers as a consequence of any direct breach or negligent performance or failure in performance by Customer of the terms of the GT & SC.

#### **Force Majeure and Acts of God:**

Pursuant to an event of force majeure or act of God, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. may, depending on the circumstances, cancel an Order, suspend its execution or postpone the date of delivery, without Customer being able to claim any compensation on such grounds, cancel its Order or assign the Order to another PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC.

Pursuant to an event of force majeure or act of God, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall inform Customer immediately and seek a resolution in consultation with Customer. In the event an Order is suspended, Customer shall take all necessary measures to extend, at its expense, the validity of the means of credit and/or payment while such Order is suspended and until delivery can be made. In any event, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall be freed from its commitments without any compensation being owed to Customer. In the event that a force majeure or act of God makes the execution of an order impossible or commercially uneconomical for a period greater than six (6) months, PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. shall promptly give to Customer a notice thereof.

**Confidentiality:**

Failing a confidentiality commitment made by separate agreement, Customer undertakes, for the duration of its cooperation with PLASTIREY S.A. DE C.V or PLASTIREY CONTAINERS INC. and for ten (10) years after the end thereof for any reason whatsoever, to keep absolutely confidential the information of any kind provided verbally, in writing or in any other form of which it may become aware in negotiating or executing Orders of Products.

Confidentiality obligations shall not extend to information that is in the public domain, has become public domain other than by Customer's breach of confidentiality, that is lawfully received from third parties, or to the extent Customer is held to disclose information under the law or by governmental or judicial order.