

**CANPACK US LLC GENERAL TERMS OF SALE ("GTS")****1. Definitions**

**Agreement:** Legally enforceable contract based upon the Offer, Buyer's acceptance of such Offer, and the exchange of legal consideration and incorporating these GTS.

**Buyer:** Person, entity, or company requesting submission of the Offer and/or with whom Seller contracts for the supply of Goods.

**Call-off:** A statement made by Buyer indicating the date(s) of delivery of the ordered Goods and approved by Seller.

**Goods:** Aluminum beverage cans ("**Cans**") and/or ends ("**Ends**") specified in the Offer (or other items specified in the Offer), offered for sale or sold by Seller to Buyer.

**Offer:** Commercial proposal to sell Goods, specifying price, volume of Goods, type and size of Goods, payment terms, currency, delivery date, Incoterms delivery base, minimum production batch, and other conditions for the delivery of Goods provided by Seller to Buyer, valid for a period of thirty (30) calendar days, unless otherwise specified therein.

**Party:** Any Party to the Agreement, e.g., Buyer or Seller (collectively, "**Parties**").

**Purchase Order:** A purchase order for a specified volume of Goods placed by Buyer requesting the supply of Goods based on the Offer.

**Seller:** CANPACK US LLC.

**Warranty Terms:** CANPACK Warranty Terms, a copy of which is attached hereto and incorporated herein by reference, or as otherwise provided to Buyer by Seller.

**2. These GTS**

**2.1.** These GTS bind Seller and Buyer in performing the Agreement, unless otherwise agreed by Seller in writing. These GTS and the Agreement constitute the entire agreement between the Parties, and supersede all prior or contemporaneous understandings or agreements, both written and oral. Buyer's general terms of purchase, delivery, or other similar general contractual terms and conditions are expressly excluded, rejected, and shall have no effect on the legal relationship between Buyer and Seller. Fulfillment of Buyer's Purchase Order does not constitute acceptance of any of Buyer's terms and conditions.

**3. Offer and Acceptance**

**3.1.** Buyer shall place a Purchase Order by email to the address indicated in the Offer.

**3.2.** The Purchase Order shall be deemed accepted by Seller if Seller confirms the Purchase Order within five (5) business days by email. Seller's failure in responding shall not be deemed as acceptance of the Purchase Order. Any terms specified in Seller's written confirmation of the Purchase Order shall take precedence over these GTS in the event of a conflict.

**3.3.** Any changes to the Purchase Order made by Seller are subject to Buyer's approval within three (3) business days. Failure by Buyer to respond within this timeframe shall be deemed as Buyer's acceptance of such changes. If a Purchase Order is rejected by Seller, Seller shall promptly notify Buyer in which event Buyer may either cancel the Purchase Order or amend the Purchase Order and resubmit to Seller.

**4. Delivery of Goods and Storage**

**4.1.** Call-off is binding upon Seller only if it results from the Agreement or if it is confirmed by Seller via email within two (2) business days of its receipt.

**4.2.** Buyer is obliged to collect and pay for Goods in accordance with the Agreement. If Buyer fails to do so then Seller, without prejudice to its other rights, shall be entitled, at its sole discretion:

- (i) to further store Goods, but not longer than thirty (30) calendar days following the date of production (the "**Maximum Storage Period**") at Buyer's risk and for the storage fee (including transportation and insurance) in the amount determined by Seller. Following the expiry of the Maximum Storage Period, Seller may scrap Goods according to Section 4.2(ii) of these GTS;
- or
- (ii) scrap Goods at the expense of Buyer for which Buyer shall pay Seller compensation ("**Compensation to Seller**") calculated as follows:

Compensation to Seller = Goods Price – Scrap Income + Scrapping Cost

where:

- **Goods Price** – shall be the price of Goods calculated based on FCA Seller's warehouse Incoterms 2020 where Goods are stored, valid for the last day of the storage.
- **Scrap Income** – shall be the income obtained from scrap calculated based on Goods net weight (scrap price – scrap transport), where the scrap price and the cost of transport will be calculated on the last day of the storage.
- **Scrapping Cost** – shall include all incremental costs incurred by Seller related to Goods scrapping process, including, but not limited to: labor, utilities, equipment, and transport of Goods from the warehouse to the scrapping plant.

Compensation to Seller shall be paid based on an invoice issued by Seller by the date indicated in such invoice.

In any event, Buyer shall indemnify, defend, and hold harmless Seller, its affiliated and related companies, and each of their respective owners, members, officers, directors, employees and agents from and against any and all additional resultant damages and costs. Buyer shall settle any related invoice within thirty (30) calendar days of receipt.

**4.3.** In case the Agreement does not provide any delivery date of Goods ordered by Buyer, then Buyer is obliged to collect the Goods not later than thirty (30) calendar days following the date of production. Should Buyer fail to Call-off Goods within such period, the delivery date shall be the last day of the aforementioned 30-day period. In any case, Goods shall be Call-off not later than one week ahead of the delivery date. If such Goods are not collected by Buyer within such timeframe, Section 4.2(ii) applies.

**4.4.** If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the volume set forth in the Agreement, Buyer shall not be entitled to object or reject Goods or any portion thereof by reason of such surplus or shortfall and shall pay the price set forth in the Purchase Order for Goods with such price adjusted pro rata.

**4.5.** Seller may, in its sole discretion, without any liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or a partial fulfillment of the Purchase Order.

**4.6.** Any liability of Seller for non-delivery or late delivery of Goods shall be limited to replacing Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

**4.7.** Buyer shall supply Seller with the lithography to be applied to Goods ("**Lithography**"), unless Buyer orders Goods with no lithography ("**Blank Cans**"). Buyer may not resell Ends or Blank Cans without Seller's prior written consent.

Purchase Orders accepted by Seller will be scheduled for production once Buyer has approved Seller-supplied Lithography before manufacturing Goods with such Lithography.

**5. Price and Payment Terms**

**5.1.** The binding price is the net price based on the pricing model (fixed price or a defined pricing formula) specified in the Agreement. VAT and other taxes, imports, duties, tariffs, or other applicable fees of any kind, nature or description whatsoever shall be added to the net price and invoiced to Buyer.

**5.2.** Seller reserves the right to adjust the prices of Goods in response to any increase in costs at any time prior to production of Goods. Such costs may include, but are not limited to, an increase in the cost of raw materials, energy, labor, fees related to environmental protection (including CO<sub>2</sub> emissions), the increase or imposition of any tax obligation, or changes in exchange rates. Should the price increase exceed ten percent (10%) or more of the price in force on the date of the conclusion of the Agreement, then Buyer is entitled to withdraw from the Agreement. This withdrawal right must be exercised within five (5) business days from the date of communication of the price adjustment.

**5.3.** Invoices shall be issued on or after delivery, except where Seller requires payment on account in advance of delivery. Invoices shall be payable by the date set forth in the Offer by electronic bank transfer to the bank account and in the currency stated on the invoice.

**5.4.** Time for payment is of the essence. Statutory interest at the highest rate permitted by applicable law shall accrue on any outstanding payments for each day of delay. Buyer shall reimburse Seller for all reasonable fees and costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these GTS, the Agreement, or at law or equity, Seller shall be entitled to suspend the production and/or delivery of any Goods if: (i) Buyer fails to pay any amounts when due other than amounts that are not subject to a bona fide dispute; or (ii) the total value of Goods invoiced by Seller and not paid by Buyer is higher than the credit limit amount for Buyer established by Seller, representing maximum levels of receivables; or (iii) justified doubts arise regarding Buyer's risk of insolvency, entry into arrangement proceedings, liquidation, or otherwise if Buyer is deemed unable to pay its debts within the meaning of applicable insolvency regulations.

**5.5.** Buyer may not withhold payment or deduct or set off its claims resulting from the Agreement or otherwise against Seller. However, Seller has the right to deduct or to set off at any time all its due receivables that Seller holds towards Buyer.

**5.6.** Submitting a complaint in accordance with Section 8 of these GTS does not entitle Buyer to withhold, deduct or set off any payment under the Agreement.

**6. Title and Risk of Loss**

**6.1.** The delivery of Goods is carried out in accordance with the relevant INCOTERMS 2020 delivery basis indicated in the Agreement. Title and risk of loss passes to Buyer upon delivery of Goods as defined by such Incoterms 2020 delivery basis.

**6.2.** If the Parties agree that the transport of Goods is organized by Buyer, Buyer shall notify to Seller at least three (3) business days before the planned date for pick-up of Goods. If said notification is not provided, Buyer does so at its own risk. In any event, delivery dates falling on Saturdays, Sundays, or holidays will be executed the following business day. If Buyer has agreed to pay any common carrier for any shipment and fails to pay such freight charges, Buyer shall indemnify, defend and hold harmless Seller, its affiliated and related companies, and each of their respective owners, members, officers, directors, employees and agents from and against any liability, damage, losses, claims, suits, actions, demands, settlements, costs or expenses (including reasonable attorneys' fees) in connection with any claim by such common carrier against Seller for such freight costs.

**6.3.** Buyer shall report damages and losses incurred in transport on the consignment note, CMR document, or in another generally acceptable fashion. Failure to do so may result in the denial of any claim arising thereof. Buyer is also obliged to unload Goods immediately upon receipt, and in any event, no later than three (3) hours after delivery. The designated unloading terms shall apply on Saturdays, Sundays, and holidays. All damages resulting from delayed unloading will be charged to Buyer in full amount.

**7. Returnable Packaging**

**7.1.** Unless otherwise provided in the Agreement, Goods shall be packed according to Seller's technical specification and/or standards. All packaging materials, including, but not limited to, plastic pallets, top frames, separator sheets, and layer pads (collectively, "**Dunnage**") in connection with the supply of Goods shall remain the sole property of Seller. If Seller arranges the freight, Seller will pick up the Dunnage within thirty (30) calendar days of delivery to Buyer at its sole cost and expense. If Buyer arranges the freight, it shall be Buyer's responsibility to return the Dunnage to Seller within thirty (30) calendar days of delivery at Buyer's sole cost and expense. If Buyer fails to return Dunnage within this timeframe, Buyer shall be invoiced for such Dunnage at their replacement cost (plus applicable taxes and charges, if any). In the event of loss, damage, or contamination of the Dunnage beyond normal wear and tear, Seller shall invoice Buyer for replacement of such Dunnage (plus applicable taxes and charges, if any). Buyer shall pay any Dunnage invoices according to the customary payment terms for Goods under the Agreement. Buyer shall cooperate fully with Seller in any Dunnage reconciliation efforts, including providing access to records, conducting monthly inventory counts, and permitting physical inspection of storage locations. All Dunnage must be returned to Seller in substantially the same condition as delivered, subject to normal wear and tear.

**8. Warranty and Responsibility for Defects**

**8.1.** Seller warrants that Goods shall be manufactured in accordance with Seller's technical specification for such Goods in all material respects, for the period specified in the Warranty Terms (the "**Warranty Period**"). **THE WARRANTIES SET FORTH IN THESE GTS AND THE AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER TO BUYER WITH RESPECT TO GOODS, INFORMATION GIVEN, OR SERVICES RENDERED HEREUNDER. IN SO FAR AS PERMITTED BY APPLICABLE LAW, SELLER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, OR COURSE OF DEALING OR TRADE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**

**8.2.** Buyer shall examine Goods immediately upon delivery. For any shortages in count or visible damages, Buyer shall submit a claim to Seller immediately but not later than two (2) business days from the date of delivery of Goods. Claims related to latent defects must be presented within two (2) business days after discovery of such defects using reasonable diligence, but in no event later than the Warranty Period. After the lapse of the aforementioned periods, Goods shall be deemed accepted by Buyer as compliant with the Agreement and any claims that would result thereof shall be deemed to have expired.

**8.3.** If Buyer identifies quality defects, non-conformities, or any shortages in Goods and submits a complaint, Buyer must indicate in such complaint the production and the delivery date(s) of Goods in question, as well as the relevant pallet number(s), Purchase Order number(s), and SAP index (indices). Buyer shall also retain the control tag(s) from the pallet(s) from which the allegedly defective or non-conforming Good(s) has (have) been identified. Buyer shall provide Seller with documentary or photographic evidence supporting any claim and shall fully cooperate with Seller in its investigation, including, but not limited to, providing Seller with a reasonable opportunity to examine and test the allegedly nonconforming or defective Goods. Goods confirmed to be defective or nonconforming shall, at Seller's sole expense and discretion, be replaced or repaired or if Seller is not able to replace or repair such Goods, Seller shall issue a credit note to Buyer for such Goods any reasonable shipping or handling expenses incurred by Buyer in connection therewith. Seller may at its sole discretion order the destruction of defective or nonconforming Goods to minimize transport cost. In the event Seller determines that destruction is agreed upon treatment, Buyer shall arrange the destruction of such defective or nonconforming Goods, invoice Seller for all reasonable associated costs agreed to in advance and in writing with Seller, and provide a certificate of destruction as requested. Seller's liability and Buyer's exclusive remedy for defective or nonconforming Goods shall be limited solely to the remedies provided for in these GTS and the Warranty Terms.

**8.4.** If Buyer does not agree with the manner in which Seller has resolved a quality complaint, the Parties agree for the complaint to be resolved (regarding the existence of a defect or non-conformance, its nature, scope, cause and impact on Goods' value) by an independent expert jointly appointed by the Parties and – in the event the Parties are unable to agree to the jointly appointment such an expert – the expert shall be selected by Seller. The cost of expertise shall be borne by the Party whose claims have not been confirmed by the said independent expert.

**8.5.** Buyer is obliged to take all measures aimed at mitigating any resulting/ potential losses and damages, as well as any possible further deterioration of the defective or nonconforming Goods.

**8.6.** Without prejudice to any terms and conditions set forth in the Warranty Terms, Seller shall not be liable for any damages arising from: (i) Buyer's use of the defective or non-conforming Goods, including any use after any defects or non-conformities have been identified; (ii) any alterations or repairs made to Goods by Buyer without Seller's prior written consent; (iii) the assembly of Goods with any materials supplied by a third party (e.g., third party can ends); or (iv) filling of Goods with any beverages other than those agreed to in writing by Seller.

**9. Liability**

**9.1.** Seller shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any consequential, indirect, incidental, speculative, or exemplary losses of any type or kind, loss of business, loss of profits, loss of goodwill or punitive damages, regardless of whether such damages were foreseeable and regardless of whether Seller has been advised of the possibility of such damages. In addition, and for the avoidance of doubt, Seller shall not be liable for any damages or contractual penalties due or paid by Buyer to any third parties. The total financial liability of Seller to Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the value of Goods under the subject Purchase Order accepted by Buyer.

**9.2.** Buyer shall indemnify, defend, and hold harmless Seller, its affiliated and related companies, and each of their respective owners, members, officers, directors, employees and agents from and against any and all liability, damage, losses, claims, suits, actions, demands, settlements, costs or expenses (including reasonable attorneys' fees) arising out of or in any way connected with any claim related to the breach of the Agreement, including, without limitation: (i) breach of the Warranty Terms; (ii) Buyer's decision to use non-conforming or defective Goods; or (iii) Buyer's filling Goods with beverages other than those agreed upon with Seller in writing, as well as any product liability or recall claims relating in any way to the foregoing.

**10. Intellectual Property**

**10.1.** Goods are manufactured by Seller with the Lithography. Buyer warrants that: (i) it has all rights to legally use the Lithography provided to Seller and that Buyer is therefore entitled to authorize Seller to prepare the Lithography for printing, print the Lithography on Goods, and sell, transport, deliver or otherwise use Goods with such Lithography according to the Agreement; (ii) the Lithography does not infringe any copyrights, patents, trademarks, trade secrets, or other intellectual property rights (collectively, "**Intellectual Property Rights**") or any other rights of any third party; and (iii) its rights described herein are not subject to any restrictions or limitations and are valid and enforceable worldwide. Buyer shall indemnify, defend, and hold harmless Seller, its affiliated and related companies, and each of their respective owners, members, officers, directors, employees and agents from and against any and all liability, damage, losses, claims, suits, actions, demands, settlements, costs or expenses (including reasonable attorneys' fees) arising out of or in any way connected with the infringement or alleged infringement of any third-party Intellectual Property Rights, or claims alleging unfair competition or misappropriation, including, but not limited to, those caused by printing the Lithography indicated by Buyer on Goods and/or subsequent selling Goods with such Lithography by Buyer. In a case of breach of any Intellectual Property Rights, including, but not limited to, any Intellectual Property Rights to the Lithography or any part thereof connected with the production, delivery, sale, or use of Goods, and notwithstanding any rights Seller may have under these GTS, the Agreement or the applicable

- law, Seller has the right to stop production of the concerned Lithography, and to cease sales of Goods with the concerned Lithography, with no liability towards Buyer.
- 10.2.** If Goods delivered are marked with Seller's trademark or name and they are to be repackaged, processed, or combined with other goods, Seller's trademark and/or name may be placed on such repackaged, processed, or combined Goods only if Buyer has obtained Seller's prior written consent to do so.
- 10.3.** Buyer agrees not to use Seller's name, logo, trademarks, service marks, or any other identifying information, including, but not limited to, references to Seller, its employees, or its affiliated or related companies, in any promotional materials, advertisements, press releases, case studies, customer lists, presentations, or any other marketing or promotional activities, without the prior written consent of Buyer. Any such consent, if given, may be revoked by Seller at any time at its sole discretion.
- 10.4.** Seller retains all rights, and title, including but not limited to any Intellectual Property Rights to any information, materials specifications, plans, drawings, designs, models, quality and production data, specifications, processes, know-how or other items or criteria related to Goods and their manufacture and supply. Seller shall own any intellectual property created as part of the Agreement, unless otherwise agreed by the Parties in writing.
- 11. Force Majeure**
- 11.1.** The Parties shall not be liable to each other for any delay or failure in the performance of any of its obligations under the Agreement to the extent such delay or failure was due to events beyond their reasonable control and could not have been predicted, including, but not limited to, fire, storm, flood, earthquake, explosion, acts of the public enemy, wars, terrorism, riots and public disorders, sabotage, strikes, labor disputes, failures or delays of energy, transportation embargoes or delays, inability to obtain materials, pandemics, acts of God, acts or regulations or priorities of federal, state or local governments or branches of agencies thereof (each a "**Force Majeure Event**"). Either Party unable to perform due to Force Majeure Event shall promptly notify the other Party of the extent of its inability to perform and shall take all reasonable action to lessen the impact on the other Party's business. Upon the cessation of causes operating to excuse performance under the Agreement by either Party, the obligations of the Parties under the Agreement shall again take effect. Notwithstanding the foregoing, a Force Majeure Event shall not relieve Buyer of its obligations to pay for Goods under the Agreement in full and on time.
- 12. Sanctions Clause; Anti-Corruption**
- 12.1.** Buyer acknowledges that actions involving Goods (e.g., sale, transfer, export, or processing) may be subject to export control and sanctions laws enforced by the United States, United Kingdom, European Union, United Nations Security Council or other authorities ("**Sanctions Authorities**"). Buyer agrees not to transfer, export, or re-export Goods to sanctioned persons or countries without obtaining necessary licenses. Buyer will not transfer Goods to: (i) persons requiring but lacking an export license; (ii) persons subject to government sanctions; or (iii) persons from sanctioned or embargoed countries. Buyer will comply with all export control laws and secure any required licenses before transferring Goods. Buyer certifies it has not been convicted of violating criminal statutes, debarred, indicted, or declared ineligible by any Sanctions Authorities, nor listed as a sanctioned party ("**SDN**"). Buyer certifies it is not owned or controlled (50% or more) by SDNs and will notify Seller of any ownership changes that result in SDN status. SDN status triggers Seller's right to immediately terminate the Agreement and any Purchase Orders without liability to Buyer. Buyer will not subcontract to any SDNs or restricted parties, including transporters, brokers, or financial institutions. If new sanctions affect Goods, Seller may immediately cease supplies and terminate the Agreement and any Purchase Orders without liability to Buyer.
- 12.2.** Buyer agrees to comply with all applicable anti-corruption and anti-bribery laws, rules, and regulations, as in effect from time to time, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977 (collectively, "**Anti-Corruption Laws**"). Without limiting the generality of the foregoing, Buyer agrees not to make, authorize, offer, or promise to make or give any money or any other thing of value, directly or indirectly, to any current or former government official or employee (including employees of a state-owned or controlled enterprise or of a public international organization), candidate for political office, or an official of a political party, or any employee, director or consultant of a non-government client or potential client, for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder or for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with the Agreement. Buyer agrees to immediately notify Seller of any request that Buyer receives to take any action that might constitute, or be construed as, a violation of the Anti-Corruption Laws.
- 12.3.** Buyer shall indemnify, defend, and hold harmless Seller, its affiliated and related companies, and each of their respective owners, members, officers, directors, employees and agents from and against any and all liability, damage, losses, claims, suits, actions, demands, settlements, costs or expenses (including reasonable attorneys' fees) arising out of or in any way connected with Buyer's breach of this Section 12.
- 13. Governing Law and Jurisdiction**
- 13.1.** With respect to all matters not addressed in the Agreement, the laws of the State of Delaware US, and the current version of the Uniform Commercial Code shall apply.
- 13.2.** Except for Section 8.4, the Parties agree to use every endeavor to resolve amicably all disputes arising out of the Agreement and related to its violation, termination or nullity, as well as with respect to all warranty claims. In case no amicable solution is found within sixty (60) days from the written commencement of such negotiations, all such disputes shall be finally settled in arbitration by one arbitrator and pursuant to the rules of JAMS in or about Wilmington, Delaware, which resolution shall be enforceable in any federal or state court having jurisdiction in the United States.
- 14. Miscellaneous**
- 14.1.** Unless otherwise set forth in the Agreement, any notifications regarding the Agreement shall be made in writing and delivered by registered mail or courier to – as appropriate – Buyer's or Seller's registered addresses. Courtesy copies of such notifications may be sent by email to each Party's contact person.
- 14.2.** The persons submitting Purchase Orders and/or those accepting them using email addresses containing the name of Seller or Buyer in the domain address, are authorized to conclude the Agreement on terms as referred therein.
- 14.3.** Neither Party shall assign, transfer or create any security interest (howsoever described) over its respective obligations, rights, or interests under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that Seller may, without consent: (i) assign the Agreement, in whole or in part, to any affiliated or related entity; and (ii) assign or sell the right to receivables or create a security interest (howsoever described) over amounts payable pursuant to the Agreement to entities purchasing such amounts or providing financing or factoring to Seller. Buyer shall cooperate in any financing or factoring arrangements of Seller.
- 14.4.** Buyer specifically represents that it conducts its operations in material compliance with all applicable laws, rules, and regulations, including, without limitation, those concerning labor, employment and banning child labor, slave labor, and human trafficking.
- 14.5.** The relationship between the Parties is that of independent contractors. Nothing herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties.
- 15. Confidentiality**
- 15.1.** Buyer shall be obliged to maintain the confidentiality of Seller's Confidential Information (meaning any information not publicly known, and in particular information of a commercial, production, technological, technical, financial, employee, organizational and legal nature regarding Seller and/or its affiliated or related companies, including price conditions and the content of the Agreement) during the course of the Agreement and for a period of three (3) years from the expiry, withdrawal or termination of the Agreement; provided, however, that Buyer shall keep confidential all trade secrets of Seller for so long as such information remains subject to trade secret protection under applicable law. Maintaining confidentiality means not divulging it to any third party, not using it for any purpose other than in connection with the performance of the Agreement, and applying the level of care in protecting such Confidential Information as Buyer uses to protect its own confidential information of a similar nature but in any event not less than reasonable care. Buyer shall ensure that all persons, employees, agents, contractors, and subcontractors involved in the course of executing the Agreement who have access to Seller's Confidential Information are committed to keep the Confidential Information confidential and are limited to such person who need to know such Confidential Information in connection with the Agreement. If Buyer is required by law or government order to disclose Confidential Information it shall provide notice thereof to Seller and reasonably cooperate with Seller to object to or limit such disclosure and shall thereafter be permitted to disclose only such Confidential Information so required to be disclosed.
- 16. Termination**
- 16.1.** Either Party may elect to terminate the Agreement immediately for: (i) just cause upon delivery of written notice to the other Party in the event that the other Party (a) files or has filed against it any petition seeking relief under any bankruptcy, reorganization, liquidation, or similar law, or takes similar steps involving financial insecurity, or (b) makes a general assignment for the benefit of its creditors; or (ii) a material breach of the Agreement.
- 16.2.** Seller shall have the right at any time to terminate the Agreement if Buyer fails to make a payment in full on

the due date for payment.

- 16.3.** Upon the termination of the Agreement for any reason, Seller shall cease the production of Goods, Buyer shall arrange for the delivery of all Goods that were already ordered by Buyer and produced by Seller, and within the term set forth in the Agreement, pay for Goods already produced and/or delivered, unless otherwise agreed to between the Parties in writing.

(Version Dated January 3, 2025)