

October 2022

JINDAL FILMS AMERICAS LLC
STANDARD TERMS AND CONDITIONS OF SALE

1. AGREEMENT – These terms and conditions and the information on the front of this document (collectively the "Agreement") govern the sale of materials specified (the "Materials") by Jindal Films Americas LLC ("Seller"). They take precedence over Customer's additional or different conditions, to which notice of objection is hereby given. Neither Seller's acceptance of Customer's order, nor Seller's commencement of performance, nor delivery of the Materials shall constitute acceptance of Customer's additional or different terms and conditions.

2. DELIVERY AND FREIGHT – Diligent efforts will be made to effect delivery by date shown. Delivery of Materials in good order to a transportation company shall constitute delivery to the Customer when the Materials are sold F.O.B. Seller's plant(s) and prepayment or allowance of freight by Seller shall not affect this provision. Unless otherwise specified on the front of this document, all the Materials are sold F.O.B. Seller's plant(s) with freight prepaid on individual shipments. For shipments beyond the continental United States, freight will be paid only to the point of export. When a special routing resulting in a higher rate is requested, only the lowest rate in effect will be allowed.

3. WAIVERS OF DEFAULT – Waiver by either party of any default by the other shall not be deemed a waiver of any subsequent or prior default.

4. CREDIT – This Agreement is subject to approval by Seller's credit department. Seller reserves the right to receive adequate security from Customer or advance or C.O.D. payment before making or continuing shipments of the Materials to Customer here under in the event that, in the sole judgment of Seller, Customer's credit shall at any time be or become impaired.

5. ASSIGNMENT – This agreement shall be binding upon, and inure to the benefit of, the parties and successors or assigns; provided the Customer may not assign such Agreement without Seller's prior written consent.

6. PRICE – The prices of the Materials are those specified on the front of the invoice or, if no price is specified, Seller's market price.

7. TAXES – In the absence of proper exemption certificates forwarded to Seller by Customer, Seller shall collect from Customer all applicable sales or use taxes or other proper taxes or governmental charges, now imposed by Federal, State or local authorities upon the production, sales and/or shipment of the Materials sold here under or here in after becoming effective prior to the delivery of the Materials.

8. EXAMINATION OF MATERIAL – Customer shall carefully examine the Materials delivered and advise the agent of the transportation company of damage there to or shortage thereof prior to acceptance of the Materials from transportation company. Customer's failure to advise Seller of shortage or damage shall relieve Seller from any claim by Customer for alleged shortage or damage. Failure of Customer to present written damage or shortage claim respecting any shipment here under within thirty (30) days after receipt, shall constitute a waiver of all claims in respect there to. No claims shall be allowed nor credit given for goods returned without Seller's prior written authority.

9. WARRANTIES – Seller warrants that Materials sold here under shall conform to Seller's specifications, either as in effect at the time of shipment or as incorporated here in.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS

FOR ANY PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF SELLER.

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10. MAXIMUM LIABILITY – Seller's maximum liability, if any, including all consequential and incidental damages, due to failure of the Materials to meet specifications, short count, defects, delays, failure to ship, loss or damage to the Materials, damage or injury caused by said Materials, or from any other cause whatsoever, shall be refund of purchase price actually paid or, at Seller's option, replacement of non-conforming Materials actually shipped. As a condition of any such refund or replacement, Customer shall give Seller written notice of claim within thirty (30) days of Customer's receipt of the Materials and shall return the Materials to Seller, upon Seller's request, in as good condition as received by Customer. Failure to give such notice or unauthorized return shall constitute a waiver of all claims in respect to the Materials received. In no event shall Seller's liability exceed the purchase price of the Materials actually paid. The foregoing shall be Customer's exclusive remedy.

11. INTELLECTUAL PROPERTY – Seller does not warrant that Customer's manufacture, sale or use of the Materials, either alone or in combination with other materials, will not infringe a patent or other intellectual property right. Seller reserves the right to discontinue shipments of any Materials, the manufacture, sale or use of which in Seller's opinion would involve infringement of any intellectual property right.

12. FORCE MAJEURE – In the event that labor troubles, fires, accidents, floods, war, shortage of transportation, failure, suspension or curtailment of production due to shortage of raw materials or other economic factors, Government acts or requirements and any other causes beyond a party's control prevent that party from performing its obligations under this Agreement, the affected party shall notify the other party and shall be excused from performance of those obligations while such conditions persist. Customer shall not, however, be so excused with regard to shipments already made or the Materials then in the process of manufacture. Seller may, during any period of shortage due to any of said causes, allocate the available supply of the Materials among its customers and its own departments or divisions in such manner as Seller, in its sole judgment, deems equitable.

13. INVOICED WEIGHTS – Invoiced weights shall be determined by subtracting from weight of rolls (after processing), weight of cores and wrappings. Seller's weights taken at its production facilities shall govern unless proven erroneous.

14. PACKAGING – (1) Our goods may only be stored and (on-) carried in the approved packaging and means of transport and with the prescribed marking. (2) To the extent that reusable packaging is not invoiced separately pursuant to section 6, these remain our property. In that case the customer is obliged to carefully keep the reusable packaging for us and to give it back to us undamaged without undue delay. (3) To the extent that the packaging is being reused by the customer with our approval any indications thereon of our products and our company are to be made unrecognizable.

15. GENERAL – This Agreement shall constitute the entire agreement between the parties with respect to the subject matter here of and shall not be modified or rescinded except in writing, signed by Seller and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understanding of the parties with respect to the subject matter hereof.

16. ORDER CHANGE/CANCELLATION – No order cancellations or changes will be accepted after Seller's acceptance of Customer's order.

17. GOVERNING LAW – This Agreement and any transactions carried out under its terms shall be governed by the laws of the State of New York, without regard to its conflict of laws principles.