

1. Acceptance-Agreement. Seller's commencement of work on the goods subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed an effective acceptance of this purchase order. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained herein and any attachments hereto. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and back hereof unless Seller notifies Buyer to the contrary in writing within ten (10) days of receipt of this Purchase Order.

2. Termination for Convenience of Buyer. Buyer reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder. Seller shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

3. Termination for Cause. Buyer may terminate this Purchase Order for default in the event of failure to make timely progress, nonperformance, or breach by Seller of this Purchase Order, or in the event of insolvency, bankruptcy, or receivership of Seller, effective upon written notice to Seller. Late deliveries, deliveries of goods which are defective or which do not conform to this Purchase Order, and failure to provide Buyer, upon request, reasonable assurances of future performance shall all be causes allowing Buyer to terminate this Purchase Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. In the event of termination under this Article, Buyer may engage a third party to provide substitute goods or services and charge Seller for the costs of obtaining the substitute goods or services from the third party. Upon receipt of notice of termination for any reason, Seller shall immediately deliver to Buyer all data and materials held or used by Seller in connection with this Purchase Order, whether generated by Seller or furnished to Seller by Buyer.

4. Shipment. Time is of the essence of this contract, and if delivery of Seller's goods is not completed by the time promised, Buyer reserves the right, in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Seller as to goods not yet shipped and to purchase substitute items elsewhere and charge Seller with any loss incurred. Each shipment shall be properly packed, marked and shipped in accordance with the requirements of the transporting common carrier and in a manner that will permit securing of the lowest transportation rates. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive manner, any increased transportation costs shall be paid for by Seller unless the necessity has been caused by Buyer. Seller shall mark each package in accordance with the then current "Hazardous Materials Regulations" of the Department of Transportation. If Seller ships more goods than ordered, or if Seller delivers the goods earlier than ordered, Buyer may purchase some or all of the goods or return some or all of the goods to Seller at Seller's risk and expense.

5. Importation. In the event Seller is responsible for the entry and importation into the customs territory of the United States

of the goods subject to this Purchase Order, Seller will exercise reasonable care with respect to the declared value, tariff classification, and country of origin of the goods reported to United States Customs and Border Protection, and will otherwise comply with all applicable provisions of the United States customs laws. Seller shall indemnify Buyer for any costs, duties, fees, taxes, losses, and damages, including court costs and reasonable attorneys' and experts' fees, which may be incurred by Buyer for any actual or alleged violation of the U.S. customs laws with respect to such goods.

6. Reports; Confidentiality. Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, without Buyer's written consent. All documents generated by Seller shall be considered (unless specifically marked otherwise) as confidential. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this Purchase Order, all of which shall be returned to Buyer upon completion of this Purchase Order. Seller shall not, except as necessary in the performance of this Purchase Order or as authorized in writing by Buyer, supply, disclose or otherwise permit access to, or authorize any other person to supply, disclose or otherwise permit access to any information concerning or related in any way to Buyer's business which Seller may acquire by reason of its performance of this Purchase Order. Seller agrees to obtain the same assurances as to confidentiality and nondisclosure set forth in this Article from all entities which may be called upon to assist Seller in its performance of this Purchase Order. The obligations of this Article shall survive the termination of this Purchase Order. The obligations of confidentiality do not apply to information which is or becomes part of the public domain through no fault of Seller. Unless otherwise agreed in writing and signed by both parties, no information disclosed by Seller to Buyer shall be deemed confidential.

7. Warranty. Seller expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that neither the goods and services nor Buyer's use of the goods and services will violate any intellectual property rights of any third party, or constitute misappropriation or wrongful use of any trade secret or confidential information. Seller warrants that goods or services furnished will conform in all respects to samples. Seller warrants that the goods will be free of any encumbrances. Seller warrants that all Certificates of Origin for its goods, including but not limited to those provided pursuant to the North American Free Trade Act (NAFTA), shall be provided to Buyer on a timely basis and shall be accurate and complete. Seller further warrants that it shall not change the country of origin of the goods, or any raw material or component of the goods, without obtaining Buyer's prior written approval. Inspection, test, acceptance, review and approval of Seller's materials or designs, or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer. In the event of failure of Seller to correct defects in or replace nonconforming goods or services

promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred in doing so or engage a third party to provide substitute goods or services and charge Seller for the costs of obtaining the substitute goods or services from the third party. The warranties listed above are in addition to any other warranties expressly made by Seller or imposed by law.

8.Price Warranty. Seller warrants that the prices for the goods sold Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such goods during the term of this Purchase Order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Purchase Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

9.Force Majeure. Buyer shall have the option of canceling all or any part of the undelivered goods and/or services covered by this Purchase Order, or Buyer may delay delivery or acceptance occasioned by causes beyond its control without liability in respect of the goods and/or services so cancelled. Seller shall hold such goods at the direction of the Buyer, and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this Purchase Order at Buyer's request. Neither party shall be responsible or liable to the other party for failure or delay in performance of its obligations under this Agreement, because of circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, fire, accident, embargoes, sabotage (including, but not limited to computer viruses), governmental action, or the effect of any laws, ordinances or regulations which restrict or prohibit the transactions contemplated by this Agreement. In the event that Seller is unable substantially to perform for any of the reasons described in this Article, it shall notify Buyer promptly, in writing, of such inability to perform and shall use best efforts to remove or correct the cause of its inability to perform and shall resume performance hereunder as soon as practicable whenever such cause is removed or corrected. If Seller's ability to supply Buyer's purchase requirements under this Agreement is effected by a force majeure condition (as set forth in this Article), Seller agrees that it will not allocate its supply of goods amongst its customers unless and until Buyer's purchase requirements are met under this Agreement.

10.Intellectual Property. In addition to any other remedy available by law and under Article 12, should the goods delivered by Seller hereunder become, or in Buyer's reasonable opinion be likely to become, the subject of a claim of infringement of any patent, trademark, copyright, or other intellectual property right, then Seller shall, at Buyer's option: (i) procure for Buyer the right to use the goods free of any liability for infringement, (ii) replace such goods with non-infringing substitutes or modify such goods to be non-infringing, or (iii) refund Buyer's purchase price and accept the return of such goods.

11.Insurance. Seller will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance upon request showing that it has insurance coverage in the following minimum amounts: Workers Compensation - Statutory limits for the state(s) in which the work will be performed for Buyer, if applicable. General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate. Automobile Public Liability - \$1,000,000 (per any one accident). Such certificates shall provide that Seller's insurer(s) shall provide Buyer thirty (30) days' prior written notice of cancellation or non-renewal. All insurance required under this Agreement shall provide that Seller's insurance shall be primary to and non-contributory with any and all other insurance maintained by or otherwise afforded to Buyer. Except where prohibited by law, Seller's insurers shall be required to waive all rights of recover or

subrogation against Buyer. Compliance by Seller with the insurance requirements shall not in any way affect Seller's duty to indemnify Buyer.

12.Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, agents, successors, assigns, customers and other vendors, and their respective present and future directors, officers, employees (collectively, "Indemnified Parties") against all claims, demands, liabilities, losses, costs, fees, expenses, damages, penalties and injuries of any kind or nature (including court costs and reasonable attorneys' and experts' fees) (collectively, "Damages") arising out of or resulting in any way from any breach of the warranties set forth in Article 7, from any act or omission of Seller, its agents, employees or subcontractors and from all damages suffered as a result of the failure of Seller's goods or services to comply with all state, federal and local laws, rules and regulations. This indemnification shall be in addition to the warranty obligations of Seller.

13.Changes. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Article.

14.Inspection/Testing. Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are, in Buyer's judgment, defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

15.Entire Agreement, Ambiguity, Waiver. This Purchase Order, together with all exhibits and schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Purchase Order shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Purchase Order shall be deemed or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. In the event of any conflict or ambiguity, the terms of this Purchase Order shall supersede any exhibit, Addendum or other agreement.

16.Assignments and Subcontracting. No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Buyer.

17. Setoff. All claims for money due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

18. Invalidity. In the event that any one or more of the provisions contained in this Purchase Order or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Purchase Order or any other such instrument.

19. Limitation on Buyer's Liability. In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any

kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach hereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description.

20. Regulatory Compliance. Seller further warrants and assures that the goods, which include but are not limited to substances, materials, and articles as supplied to Buyer under an agreement have been registered or notified as required by the European Union's "Regulation (EC) No 1907/2006 of the European Parliament and of the Council - of 18 December 2006 - concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)". Seller warrants that each and every article, chemical substance or mixtures sold or otherwise transferred to Buyer hereunder complies with the standards, rules, orders, and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970, as amended, and the Toxic Substances Control Act as applicable. Seller further warrants that no product will be manufactured with lead, cadmium, mercury or hexavalent chromium that has been intentionally introduced, and the sum of the concentration levels of those heavy metals incidentally present shall not exceed 100 ppm by weight (0.01%), to comply with the heavy metals limits adopted by Buyer. For all products manufactured for, or supplied by, Seller to Buyer, for sale in, or delivery to, California, Seller is obligated to comply with California Health and Safety Code Section 25249.5 et seq., commonly referred to as Proposition 65 ("Prop 65"). Seller must (1) notify Buyer of any and all products manufactured for, or supplied by, Seller to Buyer, for sale in, or delivery to, California that contain substances listed in Prop 65 that require a Prop 65 warning; or (2) certify that products manufactured for, or supplied by, Seller to Buyer, for sale in, or delivery to, California do not contain substances listed in Prop 65 and thus do not require a Prop 65 warning. If Seller fails to timely and properly notify Buyer of any product that requires a Proposition 65 warning, Seller will defend, indemnify and hold Buyer harmless from and against any and all loss, damage, liability, fees, cost and/or expense whatsoever including reasonable legal fees and expenses, direct, special, incidental and consequential damages arising out of or relating to any Prop 65 violations. Seller's warranty shall run to Buyer, its successors, assigns and authorized customers only.

21. Federal Acquisition Regulations. To the extent applicable and as required by law, Seller agrees to comply with the following Federal Acquisition Regulation ("FAR") clauses (48 C.F.R. Part 52), which are hereby incorporated by reference:
FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)
FAR 52.222-26 Equal Opportunity (APR 2002)
FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUNE 1998)
FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)
FAR 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989)
FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)

22. Waiver of Jury Trial / Arbitration. SELLER AND BUYER, HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS, WHETHER SUCH ACTION SOUNDS IN CONTRACT, TORT OR OTHERWISE, THIS AGREEMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. Equal opportunity employment. The buyer and seller

shall abide by the requirements of 41 CFR section 60-1.4(a), 41 CFR sections 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, sexual orientation or gender identity.

24. If Seller is not incorporated in any state of the United States of America or any province of Canada, the dispute shall be finally settled under the UNCITRAL arbitrations rules in force at the date of the commencement of the arbitration. The tribunal shall consist of three arbitrators and the Appointing Authority for the purposes of those rules shall be the International Court of Arbitration of the International Chamber of Commerce. The seat of the arbitration shall be England and the place of arbitration shall be London. The arbitration shall be conducted in the English language. The chairman of the tribunal, after consulting the other arbitrators, may make procedural rulings alone. The tribunal shall have such power to order any relief on a provisional basis which it would have power to grant on a final award. The parties shall be deemed to have waived any right to any form of appeal or to apply to the Court under Section 45 of the Arbitration Act 1966. In addition to the UNCITRAL Rules, the parties agree that the arbitration shall be conducted according to the IBA Rules of Evidence.

25. Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments to Buyer against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons or weapons of mass destruction, or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but not be limited to, physical security of manufacturing, packing and shipping areas; restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law and regulation in Seller's or manufacturer's country, and development, implementation, and maintenance of procedures to protect the security and integrity of shipments. If requested by Buyer, Seller shall provide specific shipment-by-shipment data in a timely manner, but in all events, prior to shipment departure. Such requested information may include, but shall not be limited to, the names, addresses, telephone numbers, and email addresses of the booking party, seller, buyer, ship-to party, consignee, manufacturer, consolidator, and export agent, as well as country of origin and US tariff number.

26. Cyber security and data protection.

Seller warrants that it has implemented sufficient organizational, technical and administrative controls, policies, procedures, and safeguards to maintain confidentiality and integrity of any personal, proprietary or confidential information of (or provided by) Buyer in connection with the delivery of Goods and/or Services under this Agreement (collectively "Data"). Personal information means any identifying or potentially identifiable information including but not limited to names, contact details, IP addresses and any information associated with those identifiers.

Seller shall further ensure that its information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") perform as required in connection with the provision of Goods and/or Services under the Agreement and are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants.

Seller shall promptly notify Buyer of any suspected or actual loss (or loss of control over), destruction, disclosure of or unauthorized access to Data ("Security Incident"). All Security Incidents shall be reported to Avery Denison via email to securityoperations@averydennison.com without undue delay and not later than 24 hours upon becoming aware of or suspecting a Security incident. Seller shall provide Buyer with all necessary information about the



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Security Incident, as well as all reasonable assistance needed for Buyer to fulfill its legal obligations.

Seller shall comply with all applicable laws and regulations including requirements relating to the privacy and security of Data and IT Systems. Notwithstanding any limitation of liability set forth in this Agreement, Seller agrees to fully indemnify Buyer for any damages (including third party claims), settlements, fines, costs, fees, etc., suffered or incurred by Buyer as a result of a Security Incident.

27. These terms do not alter any terms and conditions that have been agreed between the parties as part of contracts.