

SYNTEGON GROUP

(Syntegon Pharma Technology, Inc., Syntegon Technology Services, Inc.,
Syntegon Packaging Technology, Inc., Osgood Industries, Inc. and Kliklok
Corporation)

NORTH AMERICAN TERMS AND CONDITIONS OF SALE FOR EQUIPMENT, SPARE PARTS AND SERVICES January 1, 2020

- 1. ORDERS/ACCEPTANCE:** Customer may order Supplier's machines or components (collectively "Equipment"), spare parts ("Spare Parts") and/or modernization or repair services collectively ("Services") either by signing Supplier's proposal/quotation to Customer or submitting a purchase order. In either case, Customer's order will be subject to these terms and conditions, and any and all additional or different terms in a purchase order or other document sent by Customer will not be part of this agreement unless Supplier agrees in writing to those additional or different terms. Customer's orders are valid only when accepted by Supplier. Supplier's acceptance of Customer's order, and Customer's obligations under the order, will be effective upon (i) Supplier's transmittal of a written acceptance/acknowledgment, or (ii) Supplier's commencement of performance of Customer's order, whichever occurs first.
- 2. CHANGES:** At any time prior to ninety (90) days before the scheduled shipping date, Customer shall have the right at any time to make changes in Specifications, materials, packaging, time and place of delivery, method of transportation or other changes. If changes required by Customer or proposed by Supplier result in a change in the price or a change in the amount of time required for performance, Supplier will provide Customer with a written quotation for such changes and Customer will issue a new Purchase Order or issue an addendum or supplement to the existing Purchase Order. Supplier shall incorporate such changes in revised plans, drawings and/or Specifications which shall be subject to Customer's approval.
- 3. SOFTWARE:** The Equipment purchased may include software owned by Supplier or licensed to Supplier. When Customer pays the purchase price for the Equipment in full, Customer will have a single, perpetual, royalty-free, nonexclusive license to use the software in connection with the operation of the Equipment. Customer agrees not to modify, adapt, translate, reverse engineer, decompile or otherwise attempt to discover the source code of the software.
- 4. PRICE/OTHER CHARGES:** Stated pricing and performance criteria for the Equipment, Spare Parts and Services quoted herein are based only on the information, parts, product samples and work descriptions available to Supplier at the time this Quotation was issued and apply only to the specifications, delivery schedule and materials specified in the Quotation. Customer understands that any changes to these terms after the date of the Quotation may increase the pricing or result in additional charges. Unless otherwise stated in Supplier's Quotation all pricing is F.C.A., Supplier's facility, and does not include freight/shipping costs, packaging, local, state and federal taxes, duties and/or assessments. Charges will also include travel expenses, including reasonable transportation charges, meals and lodging for service personnel, and any additional work authorized by Customer at the time of the performance of Services will be an additional charge at Supplier's usual and customary service rates. If Supplier's technicians respond to an order for Services placed by Customer and are delayed or prevented from performing the services contemplated thereunder by Customer, all waiting time and any return Services so necessitated, shall be an additional charge to Customer at Supplier's established service rates then in effect. Unless otherwise stated in Supplier's quotation all pricing contained herein shall be in U.S. currency. Pricing for equipment manufactured in Europe is based upon Euro/US dollar exchange rate in effect at the time the quotation issued. Customer hereby assumes the risk of fluctuations in the exchange rate between the date of this quotation and the date of Customer's acceptance hereof for equipment manufactured in Europe.
- 5. PACKAGING; SHIPMENT; RISK OF LOSS:** Supplier's standard packaging of the equipment is included in quoted prices. There will be additional charges for all requests for special packaging or handling. Unless Supplier otherwise agrees in writing, Supplier will arrange for shipment of the equipment to Customer's address specified in Supplier's proposal. Unless Supplier otherwise agrees in writing, Supplier will choose routing and method of domestic shipping. Customer will pay, or will reimburse Supplier upon receiving an invoice, for all transportation, packing, duties and other charges related to the shipment of the equipment to Customer. If an order is over \$100,000, Supplier will automatically charge for insurance and will be reimbursed by Customer. After the equipment is delivered to a carrier for shipment, all risk of loss, damage, theft, or destruction will be Customer's responsibility. Customer will inspect the equipment immediately when Customer receives it and promptly file claims with the carrier if there is evidence of shipping damage. No loss, damage, theft or destruction of equipment during shipment will affect Customer's obligations under this agreement.
- 6. INSTALLATION:** Supplier will not install the equipment, unless Supplier agrees to do so in the proposal provided to Customer. In the event Supplier has agreed to install the equipment, Customer will, at its expense, ensure that the site is prepared in accordance with Supplier's site planning instructions prior to the proposed shipping date stated in Supplier's proposal to Customer.

Customer will, at its expense, uncrate and locate the equipment prior to start-up. Supplier may, at its discretion, inspect the site prior to shipment and supervise the movement of the equipment at the site. Customer will, at its expense, provide all utility requirements for the equipment at the site. Supplier's technicians shall have reasonable and free access to all equipment to provide service thereon and Customer will provide a safe place in which to perform such service, including working space, heat light, ventilation, electric current and outlets for the use of Supplier's technicians. In the event the Equipment is to be used in conjunction with other equipment not manufactured by Supplier, Customer will be solely responsible for the integration of the Equipment with any other equipment.

7. **PAYMENT TERMS:** Except as agreed to in writing otherwise, payments shall be made in United States currency as specified in the quotation. Notwithstanding anything to the contrary contained in the Quotation, Customer understands that the Equipment shall not be shipped until 90% of the contract price has been paid, and that the outstanding balance of 10% shall be upon the earlier of the date of installation or sixty (60) days from the date of shipment.

Spare Parts are normally invoiced at time of shipment to Customer and due within (30) days of the date of invoice. Services are normally invoiced weekly and payment is due within thirty (30) days of the date of invoice. Modernization is normally invoiced in progress billings and is due according to the terms specified in the proposal. Payments are considered made when good funds in United States Dollars are received in the account specified on the invoice.

No discount is allowed for earlier payments. Past due payment amounts will be subject to an interest charge of the lesser of eighteen percent (18) or the maximum legal rate permitted under law, from the date payment is due. Any costs and expenses incurred by Supplier as a result of non-payment or delinquent payment by Buyer, including collection costs, interest, and reasonable attorney's fees shall be paid by Customer.

Supplier reserves the right to grant, deny, suspend or terminate credit terms, require cash or advance payment in its sole discretion. Customer authorizes Supplier to conduct a credit investigation for the purposes of determining whether to extend credit, and agrees to provide any documents or consents reasonably necessary to permit Supplier to do so. Should Customer become delinquent in payment or refuse to accept a C.O.D. shipment, Supplier shall have the right, in addition to any other right it may have under law, to cancel any order of Customer, to withhold future deliveries, declare all unpaid amounts immediately due and payable, and/or condition shipment, installation, or other assistance on receipt of payments due by Customer.

8. **AGENT'S AUTHORITY:** Customer understands and agrees that none of Supplier's agents, employees or representatives have the authority to make any promise, representation or warranty related to the equipment other than those warranties contained in this agreement or in the proposal Supplier provided to Customer.
9. **WARRANTY:** Supplier warrants the Equipment and Spare Parts manufactured by Supplier shall conform to the specifications contained in the proposal provided to Customer and be free from defects in workmanship and material under conditions of normal use and service for a period of one year from the earlier of the date of installation or thirty (30) days from the date of delivery, single shift operation or for a period of twenty-one hundred (2100) accumulated hours of use, whichever occurs first. Within the stated warranty period, Supplier, at Supplier's option, shall repair or replace the Equipment, components or Spare Parts thereof that prove defective under conditions of normal use, or shall refund the purchase price subject to Customer paying a fair market value for usage. Supplier will pay all shipping charges to return repaired or replaced equipment, but equipment which does not prove to be under warranty will be returned to Customer at its expense. All repaired and replaced parts shall assume the identity of the original for purposes of this warranty and this warranty shall not be extended with respect to such parts or the Equipment. Customer shall notify Supplier promptly in writing of any claims under this warranty and, upon request, will return the Equipment or components thereof to Supplier, on conditions to be agreed upon. Specifically excluded from this warranty are failures caused by abuse, misuse, neglect, improper installation, unauthorized service work, failure to follow maintenance and operating manuals, the use of unauthorized parts, ordinary wear and tear, failures due to external forces or compliance with Customer's design specifications. The warranty will be voided if modifications are made or non-Supplier parts are installed. Repairs or alterations performed by someone other than Supplier will not be covered by warranty and may void warranty. Customer agrees to indemnify and hold harmless Seller, its affiliated companies, officers, directors and employees with respect to any claims arising out of such failures.

These warranties does not cover (i) equipment not manufactured and supplied by Supplier, (ii) wrapper materials, bags, containers, labels, glues films or any other materials or accessories purchased from other parties for use with the Equipment, (iii) consumable, wearable, or disposable items included in the Equipment, including, without limitation, heat elements, cutting knives and sealing bands, and (iv) routine maintenance, such as lubrication, adjustments and replacement of expendable items and production consumable.

Supplier further warrants that the Services provided by Supplier will be performed in a timely and workmanlike manner, using only qualified technicians familiar with the Equipment and Spare Parts and their operation.

THESE WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SUPPLIER AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED BY SUPPLIER. THE REMEDIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY SUPPLIER IN THE EVENT THE EQUIPMENT IS DETERMINED TO NOT BE IN CONFORMITY WITH THE WARRANTY PROVIDED BY SUPPLIER.

- 10. DISCLAIMER AND LIMITATION OF DAMAGES:** SUPPLIER WILL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY BUSINESS INTERRUPTION, LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL, DOWNTIME, OVERTIME COSTS, (WHETHER DIRECT OR INDIRECT IN NATURE), OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION HEREOF, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. In addition, Supplier shall not be liable for any damages, regardless of type or the allegations supporting such damages, in excess of the total purchase price for the Equipment.
- 11. TITLE AND SECURITY INTEREST:** Title to the equipment will pass to Customer upon delivery to the carrier for shipment to Customer. Customer will not sell the equipment or encumber its title until the purchase price has been paid in full to Supplier, and Prior to moving the Equipment, shall notify Seller of the new location. Customer grants to Supplier a purchase money security interest in the Equipment and components thereof. Failure of Customer to make any payment when due shall entitle Supplier, in its sole discretion, to declare all obligations of Customer immediately due and payable and Supplier shall have all the rights and remedies of a secured party under applicable law. Customer agrees to execute upon request such documents, which may be deemed necessary or appropriate by Supplier to create, perfect and maintain the perfection of its security interest under applicable law. Customer hereby appoints Supplier as its attorney-in-fact to sign and file a financing statement and such other documents as Supplier deems necessary to create, file, perfect and maintain the protection of its security interest.
- 12. TIME OF DELIVERY SUBJECT TO INTERNATIONAL EXPORT CONTROL REGULATIONS:** Deliveries and services (fulfillment of contract) will only be executed under the proviso that their fulfillment complies with national or international export control regulations and does not violate any embargoes or other sanctions. The Customer commits to supply all necessary information and documents necessary for the export or transfer to other EU member states. Delays due to export control assessments or export control licensing procedures invalidate terms and dates of delivery. When licenses are not granted, or the delivery and service is not licensable, this contract becomes void in respect of the affected parts.
- When re-exporting the Customer is responsible for applying for the required licenses. Customer commits to compliance with applicable export control regulations. The Customer is specifically advised to check the applicability of the US re-export control legislation.
- 13. INFRINGEMENT:** Supplier warrants that the Equipment delivered hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided, however, that this warranty shall not apply to claims for patent infringement to the extent that any Equipment is (1) manufactured to Customer's specifications, (2) altered by Customer without the consent of Supplier, (3) used in combination with products not purchased from Supplier in a manner which infringes a patent covering the combination, or (4) used in a manner not reasonably anticipated by Supplier. Supplier's obligation hereunder is conditioned upon Customer giving Supplier prompt written notice of any infringement claim and cooperating fully with respect to the defense of such claim. In addition, upon Supplier's request, Customer shall turn over to Supplier control of the defense including settlement and/or litigation of such claim. Supplier shall be entitled, at its option, to obtain a license on Customer's behalf for the Equipment which (allegedly) infringes an intellectual property right, or alter the Equipment in a way or replace it by similar Equipment which does not infringe the intellectual property right.
- 14. FORCE MAJEURE; ALLOCATIONS:** In the event either party is unable to fully perform its obligations hereunder (except for Customer's obligation to pay for Equipment ordered) due to events beyond its reasonable control including but not limited to acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, that party shall be relieved of its obligations to the extent it is unable to perform. Timely notice of such inability to perform shall be given to the other party. Supplier may, at its discretion and without liability to Customer, allocate any and all available equipment or parts thereof among Customer and any other persons or entities with which Supplier is obligated to provide such equipment and parts.

- 15. CANCELLATION:** Equipment - Customer may cancel its order by giving Supplier written notice delivered at least sixty (60) days before the scheduled shipping date. Upon receipt of a written cancellation notice by Supplier, Supplier will cease work on the equipment as promptly as reasonably possible. Customer agrees to pay Supplier either the full purchase price shown on Supplier's proposal to Customer or order for equipment if completed prior to receipt of the written cancellation notice, or Supplier's full cost, including but not limited to materials, parts labor, and overhead, plus 20% for equipment which had not been completed prior to receipt of the written cancellation notice. Supplier reserves the right to complete and ship equipment if written cancellation is received less than sixty (60) days prior to the scheduled shipping date.

Spare Parts – in the event Customer cancels an order for Spare Part after shipment, Customer agrees to pay a restocking fee equal to 35% of the proposal. Modernization - in the event Customer cancels an order for Modernization after work has begun, Customer agrees to pay for all costs incurred to date plus an additional 25%. Services - in the event Customer cancels an order for Services less than four (4) business days prior the scheduled work date, Customer agrees to pay a cancellation fee of \$1,000.00. Additionally, in the event Supplier's proposal entails specially manufactured goods or equipment, cancellation by Customer at any time after Supplier has commenced construction of the specially manufactured goods or equipment will not release Customer from liability for any loss Supplier incurs.

- 16. TRAVEL ASSISTANCE:** In the event Supplier is to provide any technical services at Customer's site located outside of the United States, Customer agrees to provide all reasonable assistance necessary for Supplier's technician to obtain the travel documents required for such a visit by the authorities in the location of Customer's site.
- 17. NOTICE:** All notices in connection with Customer's order shall be in writing and shall be given by (i) Federal Express or other reputable next day courier service, or (ii) U.S. mail, postage prepaid, certified or registered, return receipt requested, or (iii) in person. Each notice shall be addressed to the party at the address set forth on the face of this Agreement or at such other address as a party shall provide by notice to the other party. Notice shall be deemed effective upon delivery.
- 18. WAIVERS:** No waiver shall be effective unless it is in writing. The failure of either party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 19. SEVERABILITY:** These Terms and Conditions shall be deemed severable and if any portion hereof shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.
- 20. GOVERNING LAW/DISPUTE RESOLUTION:** These Terms and Conditions shall be governed and construed in accordance with the laws of the State in which the Supplier's facility is located, except for its choice of law provisions. The United Nations Convention of the International Sale of Goods shall not apply. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the normal course of business either party shall give the other party written notice of any such dispute not resolved, after which the dispute shall be referred to senior executives of both parties, who shall likewise attempt to resolve the dispute.

If the dispute has not been resolved by negotiation within forty-five (45) days of the party's written notice or of the parties fail to meet within twenty (20) days from such notice, either party may submitted the dispute to arbitration in accordance with the CPR Arbitration Rules and Commentary. A single, impartial arbitrator mutually acceptable to the parties shall conduct the arbitration. In the event the parties cannot agree on an arbitrator within twenty-one (21) days after the end of the aforesaid sixty (60) days, either party may have an arbitrator appointed by the CPR. The location of the arbitration will be in New York, NY, unless the parties agree otherwise. As a condition of appointment of the arbitrator, said arbitrator shall agree to use her/his best efforts to conclude the proceeding within sixty (60) days. Said arbitrator shall further have the authority to limit the volume of evidence and documents to be submitted by the parties. Any court having jurisdiction thereof may enter judgment upon the award rendered by the arbitrator.

This section shall, however, not be construed to limit or to preclude either party from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.

- 21. MODIFICATION:** These Terms and Conditions may not be amended, modified or supplemented at any time except by a written document signed by the parties.

22. **ENTIRE AGREEMENT:** This is the complete and final agreement between the parties related to the subject matter of these Terms and Conditions and supersedes all prior writings, conversations, understandings or agreements.
23. **PARTIES IN INTEREST:** These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
24. **ASSIGNMENT:** Customer shall not assign Customer's order without the prior written consent of Supplier, which consent may be granted or withheld in the sole discretion of Supplier'
25. **ENFORCEMENT:** Customer shall reimburse Supplier for all costs and expenses (including attorney fees) reasonably incurred in the enforcement of Customer's order and these Terms and Conditions.