

## NEW ENGLAND WOODEN WARE CORPORATION – TERMS AND CONDITIONS OF SALE

1. Controlling Provisions. All purchases and sales of Products (as defined herein) by purchaser (the “Customer”) from New England Wooden Ware Corporation, doing business as NEWW Packaging and Display (“NEWW”), shall be made pursuant to the accompanying quote and/or order acknowledgment issued by NEWW, or other agreement signed by NEWW into which these Terms and Conditions are incorporated by reference, if any, and shall be governed by these Terms and Conditions. Such NEWW quote, order acknowledgement or other signed agreement and these Terms and Conditions (sometimes referred to collectively as the “Agreement”), constitute the entire agreement between NEWW and the Customer pertaining to the subject matter hereof, and supersedes all prior or contemporaneous oral or written negotiations, agreements, understanding or representations with respect thereto. These Terms and Conditions shall supersede any conflicting provision contained in any purchase order of the Customer and, unless otherwise agreed to in writing, nothing contained in any purchase order of the Customer shall in any way modify or add any provision to these Terms and Conditions. Any terms or conditions proposed by the Customer or included in the Customer’s purchase order are hereby objected to by NEWW and have no effect unless expressly accepted by NEWW in writing. These Terms and Conditions may not be amended or any provision hereof waived in any way except by an instrument in writing signed by both parties. IN THE EVENT THAT ANY ACCOMPANYING NEWW QUOTE IS DEEMED AN OFFER, ACCEPTANCE BY THE CUSTOMER OF SUCH OFFER IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN. ISSUANCE BY THE CUSTOMER OF A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS AND CONDITIONS. IN THE EVENT THAT THE ANY ACCOMPANYING NEWW ORDER ACKNOWLEDGMENT IS DEEMED AN ACCEPTANCE OF THE CUSTOMER’S PURCHASE ORDER, SUCH ACCEPTANCE BY NEWW OF THE CUSTOMER’S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON ASSENT TO ANY ADDITIONAL AND DIFFERENT TERMS CONTAINED HEREIN.

### 2. Products; Preapproval.

As used herein, “Products” means products manufactured by NEWW and sold to the Customer, as well as products purchased by NEWW from third-party suppliers and resold to the Customer (“Resold Products”), in each case as described in the applicable NEWW quote and/or order acknowledgment.

If requested by NEWW, the Customer shall specify the type of corrugated on which the Product shall be made and provide its design and printing requirements to NEWW for NEWW’s preapproval and pricing quotation. NEWW may thereafter provide the Customer with an art proof and pricing that reflects the specifications, design, and printing requirements which have been accepted by NEWW (collectively, the “Accepted Specifications”). If NEWW provides Accepted Specifications, the Customer must acknowledge and confirm the Accepted Specifications in writing before NEWW will accept a purchase order based on the Accepted Specifications. It is understood that design, printing and other specifications may vary from order to order on the basis of the Customer’s requirements and that pricing shall accordingly be affected by such requirements. Nothing in the Agreement shall be construed as preventing NEWW from manufacturing products for its other customers that are similar in general configuration to the Products NEWW produces for the Customer.

Notwithstanding anything contained herein to the contrary, Resold Products may be subject to specifications, standards, availability, lead times, manufacturing tolerances, and other conditions established by the applicable third-party supplier. NEWW shall have no responsibility for the design, manufacture, or performance of any Resold Product. Unless otherwise expressly agreed in writing, NEWW makes no independent representations or warranties with respect to Resold Products and shall

pass through to the Customer any warranties provided by the original manufacturer or supplier to the extent such warranties are assignable. To the fullest extent permitted by law, the Customer's sole warranty rights and remedies with respect to any Resold Product shall be those provided by the original manufacturer or supplier, if any.

3. Quality; Inspection of Proofs. After NEWW's receipt of a purchase order for Product, the specifications, design, and printing requirements of which have been accepted by NEWW, NEWW shall, upon request, provide the Customer a CAD sample, pdf proof of artwork for content and position, and ink swatch for color (to the extent applicable), made in accordance with its Accepted Specifications (the "Non-Production Sample"). Purchase orders shall not be filled unless and until the Customer has approved the Non-Production Sample in writing.

4. Ordering Procedure

(a) Purchase orders; Quantity. The Customer shall issue purchase orders to NEWW in such written form as NEWW may from time to time require. Purchase orders shall be transmitted to NEWW by facsimile transmission or electronic means. The Customer shall be obligated to purchase from NEWW, and NEWW shall be obligated to manufacture and sell Customer, such quantity of Product (the specifications, design, and print requirements of which NEWW has approved) as is specified in the Customer's purchase order accepted by NEWW, provided however, that a purchase order will be deemed fulfilled whenever Product quantities within +/- 10% of the quantity specified in such purchase order are delivered. For the avoidance of doubt, the Customer shall pay for all Product actually delivered and received by the Customer, including any quantity variance, provided that NEWW accurately invoices the Customer for such delivered quantities.

(b) Acceptance, Rejection and Cancellation of Purchase Orders. NEWW shall confirm by facsimile or electronic means to the Customer receipt of each purchase order (each a "Confirmation"). Each Confirmation shall refer to the Customer's purchase order by date, confirm the quantity and type of Product ordered and NEWW's acceptance and the date of acceptance or shall advise the Customer of NEWW's rejection of the purchase order and the basis for rejection. The Customer may withdraw any purchase order before its acceptance. NEWW may reject a particular purchase order for any reason in Company's discretion, including, without limitation, if a purchase order includes terms and conditions that add to, supplement or change those in these Terms and Conditions. NEWW's failure to reject a purchase order that includes terms and conditions that add to, supplement or change those in this Agreement shall not constitute and acceptance of such terms, all such terms and conditions to be treated as set forth in Section 1 of this Agreement.

The Customer may cancel an accepted purchase order by written notice to NEWW within one (1) business day following NEWW's acceptance of the purchase order. Thereafter, no accepted purchase order may be cancelled without NEWW's prior written consent, which may be granted or withheld in NEWW's sole discretion.

Upon any cancellation of an accepted purchase order, whether within such two (2) business day period or thereafter, the Customer shall reimburse NEWW for all costs, expenses, commitments, and liabilities incurred or undertaken by NEWW in connection with the purchase order prior to the effective date of cancellation, including, without limitation, the cost of raw materials, purchased components, custom materials, custom corrugated, custom printing plates, dies, tooling, artwork preparation, design services, freight charges, supplier commitments, supplier cancellation charges, labor, production planning, administrative processing, storage costs, and any other actual costs incurred by NEWW. All

custom materials, custom printing plates, dies, tooling, artwork, and other items prepared, acquired, or committed specifically for the Customer's order shall be deemed non-cancellable and non-refundable once incurred or committed. NEWW shall have the right to invoice the Customer for all such amounts, and such amounts shall be immediately due and payable

5. Title and Risk of Loss; Inspection of Delivery; Acceptance.

(a) Transfer of Title and Risk of Loss. Customer Pickup or Customer-Arranged Transportation. If the Customer picks up the Product from NEWW's facility or arranges for a carrier, freight forwarder, or other transportation provider to pick up the Product on the Customer's behalf, all shipments shall be FOB Origin (NEWW's facility, Gardner, Massachusetts). Title to and risk of loss of or damage to the Product shall pass to the Customer upon NEWW's delivery of the Product to the Customer or the Customer's designated carrier at NEWW's facility.

(b) NEWW-Arranged Transportation. If NEWW delivers the Product using its own vehicles or arranges transportation through a third-party carrier selected by NEWW, all shipments shall be FOB Destination. Title to and risk of loss of or damage to the Product shall pass to the Customer upon delivery of the Product to the delivery location identified in the applicable purchase order.

(c) Inspection; Approval or Rejection. The Customer shall have a reasonable period of time as specified by NEWW, but not in any event more than 30 days following delivery of Product to the delivery location (the "Inspection Period"), to inspect all Product received and to inform NEWW in writing of Buyer's rejection of any Nonconforming Product using the return material authorization (RMA) form and procedure established by NEWW from time to time. For the purposes of this Agreement, "Nonconforming Product" is Product that has not been made in material conformance with the Accepted Specifications. The Customer may return to NEWW any Product that is rejected as Nonconforming Product. If the Customer rejects any Nonconforming Product and NEWW confirms, upon its return, that the Nonconforming Product does not materially conform to the Accepted Specifications, then NEWW shall, as the Customer's sole remedy hereunder, (i) replace rejected Product at the original delivery location, or (ii) credit the purchase price for such rejected Product.

(d) The Customer shall inspect all Product before transferring, shipping, distributing, reselling, or otherwise moving the Product from the original delivery location. If the Customer transfers or ships Product to any secondary location, warehouse, distribution center, customer location, retail location, contract manufacturer, co-packer, or other location prior to inspection and rejection during the Inspection Period, the Product shall be deemed accepted. NEWW shall have no obligation to inspect, retrieve, replace, or deliver replacement Product to any location other than the original delivery location identified in the applicable purchase order.

All returns of Nonconforming Product or excess Product shall be at NEWW's sole risk of loss or damage and expense of return. Product that is not rejected during the Inspection Period shall be deemed accepted by the Customer.

6. Price and Payment.

(a) Price. The Customer shall purchase Product from NEWW at the prices quoted by NEWW based on the applicable Accepted Specifications. Prices are subject to change upon advance written notice to the Customer.

(b) Invoices and Payment. NEWW shall issue invoices to the Customer on each delivery order. All invoices shall be payable net 30 days from the date of invoice, unless otherwise agree to in writing. The Customer shall make payment of each invoice by check or by federal funds wire transfer with associated fee, credit card with associated fee, as NEWW shall direct. If invoices are not paid when due NEWW may, without liability and without prejudice to any of its other rights under these Terms and Conditions, assess a finance charge at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, starting from the due date. The Customer shall be liable for any costs or expenses incurred by NEWW in collecting any late payment, including, but not limited to, administrative and personnel costs, collection agency fees and expenses, court costs, and reasonable attorneys' fees and expenses. NEWW reserves the right at any time, in its sole discretion, to revoke, alter or suspend any credit or payment terms already extended or require full or partial payments in advance of any shipment or other performance.

7. Product Limited Warranty. NEWW makes the following limited warranty (the "Product Warranty") to the Customer, except as expressly provided in this Section 7, the Product Warranty shall not apply to Resold Products.:

(a) Upon delivery and acceptance of any particular Product, that Product shall, at the time of delivery (i) conform in all material respects to the Customer's specifications, design, and printing requirements in the purchase order and that have been accepted by NEWW; and (ii) be free from defects in materials or workmanship.

(b) NEWW agrees that, subject to its right to inspect Product that is claimed not to conform to this warranty, NEWW shall, at its option, either replace Product not meeting this warranty with Product conforming to this warranty at NEWW's sole expense, including Company coverage of shipping costs for replacement Product, or refund the purchase price paid by the Customer for non-conforming Product. Replacement of Product or refund shall be the Customer's sole and exclusive remedy for any breach of the Product Warranty. The Customer's receipt, inspection, acceptance and use of particular Product or shipment of Product shall be construed as relieving NEWW of its obligations under this Product Warranty for that particular Product.

(c) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING PRODUCT WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEWW WITH RESPECT TO THE PRODUCTS. NEWW MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE ARE HEREBY EXCLUDED. IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH IN THIS AGREEMENT. BUYER PURCHASES AND ACCEPTS THE PRODUCTS SOLELY ON THE BASIS OF THE LIMITED PRODUCT WARRANTY.

8. Intellectual Property Warranty and Indemnity Against Infringement. The Customer acknowledges that NEWW will be making Product only with such designs and print matter as the Customer shall furnish to NEWW and that the making of any determination by NEWW that any such design and/or print matter infringes the intellectual property rights of others is outside the scope of the duties imposed on NEWW by this Agreement. The Customer hereby warrants and represents that any designs, print matter, drawings, specifications, materials or other items provided by it or its representatives to NEWW ("Customer Provided Materials") do not infringe upon any patent, copyright, trade secret or other third-party right. Accordingly, the Customer, as an indemnifying party, shall defend and indemnify NEWW and its past and present officers, directors, employees and agents, and the heirs,

devisees and personal representatives of each of such persons (collectively, “Indemnified Parties”) against all loss, cost and expense, including reasonable attorneys’ fees, costs of investigation and the cost of enforcing indemnity rights under this Agreement and pursuing insurance carriers, that are suffered or incurred by any Indemnified Party and that are related to, arising out of or resulting from any third-party claim or any direct claim against an Indemnified Party alleging that any Product produced by NEWW for the Customer infringes any intellectual property right of a third party by reason of NEWW’s use of Customer Provided Materials furnished to NEWW by the Customer in connection with these Terms and Conditions or any purchase order.

9. Limitation on Damages. IN NO EVENT SHALL NEWW, OR NEWW’S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATED ENTITIES BE LIABLE TO THE CUSTOMER ON ANY CLAIM, FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO USE OF ANY PRODUCT OR ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES (A) WERE FORESEEABLE, (B) NEWW WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT, WARRANTY, STRICT LIABILITY, CLAIM BASED ON STATUTE, OR OTHER) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ALL EVENTS, TO THE EXTENT PERMITTED BY LAW, NEWW’S TOTAL LIABILITY TO THE CUSTOMER ON ANY CLAIM OF BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF THE CUSTOMER’S PAYMENTS MADE FOR THE PRODUCTS THAT ARE SUBJECT TO THE CLAIM OR DISPUTE.

10. Assignment. The Customer shall not assign, transfer, delegate or subcontract any of its rights and obligations under these Terms and Conditions without the consent of NEWW. NEWW may assign its rights and obligations hereunder upon written notice to the Customer including, without limitation, to any business entity acquiring all or substantially all of NEWW’s assets.

11. Third Party Beneficiaries. Except for the benefit of indemnification provided to Indemnified Parties in Section 8 of these Terms and Conditions, (a) the Agreement benefits only the parties and their successors and permitted assignees, and (b) nothing in the Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature.

12. Force Majeure. Neither party shall be liable or responsible to the other or be considered in breach or default of this Agreement for any failure or delay in fulfilling or performing any terms hereof when and to the extent that such failure or delay results from acts or circumstances reasonably beyond the control of a party including, but not limited to, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or actions, riot or other civil unrest, national emergency, revolution, insurrection, epidemic or public health crisis, lockouts, strikes or other labor disputes, restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials, telecommunication breakdown or power outage. The foregoing notwithstanding, this provision shall not excuse the non-payment of any sums due from the Customer as and when due.

13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with Massachusetts law without giving effect to its conflicts of laws principles. The Customer consents and submit to the jurisdiction of the United States District Court for the District of Massachusetts, sitting in Boston, and to the jurisdiction of the Superior Court of The Commonwealth of Massachusetts, sitting in Boston, as the exclusive jurisdictions in which any and all actions arising out of or that are related to this Agreement shall be brought. The Customer waives any objection to the venue of courts and any objection that either of such courts is an inconvenient forum. The parties further consent

to substitute service of process in any actions arising under or related to this Agreement by registered or certified mail, return receipt requested, with postage and fees prepaid, addressed to the party intended as the recipient at the address given for that party in the quote or purchase order (or to another address notice of which has been given as provided in Section 14 of these Terms and Conditions) or served in any other manner allowed by applicable law.

14. Notices. Any notices, orders, consents or approvals that are required or permitted to be given under this Agreement shall be in writing and shall be considered as given (a) when received if delivered by hand, by nationally recognized overnight delivery service, by U. S. Express Mail, or by telecopier, provided that a copy of any notice sent by telecopier is mailed to the party addressed by the notice by first class, U. S. Mail sent on the same or next business day, by electronic mail with read receipt required, and (b) four days after being posted for delivery by first class, certified, U S. Mail, return receipt requested, with postage and fees prepaid. Notices shall be addressed to the intended recipient at the address for that party given in the quote or purchase order. Either party may change its address for notice purposes by giving the other party notice of the change complying with these notice requirements. For purposes of this Agreement, a “business day” is any day on which commercial banks are open for business in Massachusetts.

15. Miscellaneous Provisions: If any provision of this Agreement is found by a court to be unenforceable, the remainder of the Agreement shall be given effect without the unenforceable provision so that the purposes of this Agreement may be accomplished. No waiver of any of the rights in these Terms and Conditions on any one occasion shall constitute a bar to or waiver of the same or any other right on any future occasion. The headings of the sections in these Terms and Conditions have been inserted for convenience in reference only and shall not be taken as interpreting or limiting the provisions of these Terms and Conditions.