



GENERAL TERMS OF SALE
effective January 8, 2026

1. APPLICABILITY.

- a) These General Terms of Sale (these “**Terms**”), along with any terms specified in the Sales Order Acknowledgement (as defined below) and the Supply Agreement (as defined below), are the only terms that govern the sale of the products (“**Products**”) or performance of services (“**Services**”) by LLFlex, LLC, an Illinois limited liability company (“**Seller**”) to the customer named on the Sales Order Acknowledgement (as defined below) (“**Customer**”). Collectively Customer and Seller are referred to as the “**Parties**” and individually as “**Party**.” As to either Party, the term “affiliates” means any corporation, partnership, trust or other entity controlling, controlled by or under common control with such Party.
- b) The accompanying sales order acknowledgement (the “**Sales Order Acknowledgement**”), the Supply Agreement, and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Seller expressly rejects Customer’s general terms and conditions of purchase, and fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions or serve to modify or amend these Terms. Acceptance of the Sales Order Acknowledgement by Customer (which shall be deemed accepted should Customer not object in writing within ten (10) business days of receipt of the Sales Order Acknowledgement) is a prerequisite to the purchase of the Products or Services and shall operate as an acceptance of these Terms which are expressly incorporated into the Sales Order Acknowledgement and the Supply Agreement.
- c) Notwithstanding anything herein to the contrary, if the Parties have executed any separate supply agreement covering the Products and Services (the “**Supply Agreement**”), then the terms of the Supply Agreement shall prevail to the extent of any conflict or inconsistency with these Terms.
- d) Except as otherwise set forth in these Terms, this Agreement may only be amended, modified, or supplemented in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each Party.

2. PRICES AND TAXES. THE PRICES FOR THE PRODUCTS OR SERVICES COVERED BY THIS AGREEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE PRICES IN EFFECT AT THE TIME OF EACH SHIPMENT. Customer shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Customer of such Products or Services.

3. ACCEPTANCE. No order pursuant to a proposal or purchase order submitted by Customer will be binding on Seller unless accepted in writing by the execution and delivery of the Sales Order Acknowledgement.

4. LIMITED WARRANTIES. As to its Products at the time of shipment, Seller warrants good title, freedom from defects in material and workmanship, and conformance to the specifications issued by Seller to Customer. The warranties under this Section do not apply where the Products have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller, or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Seller or its authorized representative; or (iii) used with any third-party product, hardware, or product that has not been previously approved in writing by Seller.

5. CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Customer shall promptly notify Seller of any suspected breach of Seller’s warranties and hold the relevant nonconforming Products for Seller’s inspection. Customer shall ship the relevant nonconforming Products, at its expense and risk of loss, to Seller’s facility as specified by Seller for inspection and testing by Seller. Nonconforming Products may not be returned by Customer without written authorization from Seller. If Seller’s inspection and testing reveals, to Seller’s reasonable satisfaction, that such Products do not conform with the limited warranties set forth herein, Seller’s



liabilities for and Customer's exclusive remedies for such nonconforming Products shall be to, in Seller's sole discretion and at Seller's expense (subject to Customer's compliance with this Section), either (a) repair such nonconforming Products, (b) replace such nonconforming Products, or (c) credit or refund the purchase price of such nonconforming Products, less any applicable discounts, rebates, or credits.

6. **WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 5 OF THIS AGREEMENT.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICE UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. REGARDLESS OF (a) PRIOR DEALINGS, (b) WHETHER SUCH DAMAGES WERE FORESEEABLE, (c) WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (d) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. ANY CLAIM BY CUSTOMER SHALL BE DEEMED WAIVED UNLESS PRESENTED IN WRITING TO SELLER WITHIN SIXTY (60) DAYS FROM THE DATE OF DELIVERY OR WITHIN SUCH OTHER TIME PERIOD AS SELLER MAY HAVE PROVIDED IN WRITING.
8. **PAYMENT TERMS.**
 - a) Payment terms shall be as stated on the front of this Agreement. Payment shall be made to a bank or other institution designated by Seller but shall not constitute final settlement of Customer's account until accepted as such by Seller, even if Customer's check, draft or money order provides otherwise.
 - b) Customer shall pay interest on all late payments at the lesser of the rate of 1% per month or the highest rate permissible under applicable law. Customer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Customer shall not withhold payment of any undisputed amounts due and payable to Seller.
 - c) If Customer fails to make timely payments or if, in Seller's opinion, either the financial condition of Customer or Customer's affiliates or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller, or (ii) terminate this Agreement, in which event unpaid invoices shall become immediately due and payable.
9. **CLAIMS.** Customer's claim on discounts or allowances applicable to any invoice of Seller shall be deemed waived unless made within twelve (12) months of invoice date.
10. **SETOFF.** Seller shall be entitled to setoff any amount owed by Customer to Seller or to any of Seller's affiliates against any amount payable by Seller in connection with this Agreement.
11. **TITLE AND RISK OF LOSS.** Except as provided in Section 15, title to and risk of loss of the Products covered by this Agreement shall remain with Seller until delivery is made as defined in Section 16. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Seller a lien on and security



interest in and to all of the right, title, and interest of Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code or its equivalent of the applicable jurisdiction. Title to Products stored by Seller as security for payment or otherwise shall not pass to Customer.

- 12. FORCE MAJEURE.** Seller shall not be liable for failure or delay in performance under this Agreement when and to the extent such failure or delay is caused by or results from acts beyond Seller's reasonable control, including, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) order or action by any governmental authority or requirements of law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, (i) unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits, licenses or allocations; (j) pandemics and epidemics; and (k) any other causes or events beyond the reasonable control of Seller, whether or not of the kind specifically enumerated above. If Seller determines that its ability to supply the total demand for the Products, or to obtain materials used directly or indirectly in the manufacture of the Products, is hindered, limited or made impracticable, Seller may suspend delivery of the Products for an appropriate period of time or cancel any applicable Sales Order Acknowledgements upon providing notice to Customer in the event of any of the foregoing, but the remainder of this Agreement shall otherwise remain unaffected as a result of the foregoing. Under any such circumstances, Seller shall have the additional time needed to complete this Agreement and the right to allocate its available supply, in a fair and reasonable manner, to itself and among any or all customers, including, but not limited to, its subsidiaries and affiliates.
- 13. INFRINGEMENT.** Products covered by this Agreement carry a license, under Seller's intellectual property rights (i.e., patents, trademarks, copyrights and proprietary information), to use or resell them in the form sold, but no other license. As to Products in Seller's standard line, Seller shall defend and indemnify Customer against claims that their use or sale in such form infringes U.S. intellectual property rights. As to other Products, Customer shall defend and indemnify Seller against claims that (i) Products made as specified by Customer or including printed matter approved by Customer infringe intellectual property rights and (ii) Products exported by Customer infringe foreign intellectual property rights.
- 14. SHIPPING TOLERANCES.** Except as otherwise provided in Seller's price data publications, the total Agreement and each delivery shall be subject to a shipping quantity tolerance of + 10 percent.
- 15. EQUIPMENT.** Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by Seller to support this Agreement shall remain Seller's property and in its sole possession and control. Any die service or other equipment charges assessed by Seller are for the use of such equipment and convey no ownership or intellectual property rights to Customer. If Seller has not made shipments to Customer of Products made with such equipment for a period of one (1) year or if Seller discontinues manufacturing Products with such equipment, Seller may dispose of such equipment after thirty (30) days' prior written notice to Customer. Until then, Seller shall keep such equipment available to fill Customer's orders.
- 16. DELIVERY TERMS.** Delivery terms stated on the front of this Agreement are defined in Section 2.319 of the Uniform Commercial Code and ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THOSE IN EFFECT AT THE TIME OF EACH SHIPMENT. F.O.B. DESTINATION shipments shall be made only to locations in the contiguous 48 United States served by common carrier nearest the SHIP TO address. Additional costs for special handling or routing specified by Customer shall be for its account. F.O.B. SHIPPING POINT applies to deliveries at Seller's plant or warehouse, including Customer pick up.
- 17. EARLY AND DEFERRED SHIPMENTS.** Seller may, at its option, ship up to fourteen (14) calendar days prior to the estimated shipping schedule stated on the front of this Agreement. Customer may defer shipments under



terms mutually agreed to in writing with Seller and provided Customer assumes the risk of any loss or deterioration of Products that occurs after thirty (30) days from such estimated shipping schedule date.

18. **CANCELLATION.** If Customer chooses to cancel order after start of production, Seller will issue invoice at full value of order. If Customer chooses to cancel order prior to production, Seller will determine if Seller is liable for raw materials ordered. If so, a charge of 30% of the invoice will be applicable to Customer.
19. **FINISHED PRODUCTS.** Finished Products within tolerance levels of the order that have not shipped within ninety (90) days from the original promised date on the order will be subject to 1.5% of invoice value carrying costs per month.
20. **EXPEDITED ORDERS.** Expedited orders requested by Customer are subject to a 50% premium up charge as agreed to by Seller and Customer at time of expedited order request. Premiums for an expedited orders shall be reflected as a separate line item charge on Customer's purchase order before the expedited process will be initiated by Seller.
21. **CONFIDENTIAL INFORMATION.** All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.
22. **WAIVER.** Seller shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Seller or of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by Seller or the exercise of any other right, power, privilege or-remedy by Seller.
23. **GOVERNING LAW; JURISDICTION.** This Agreement is governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to any conflict of laws provisions thereof. All legal proceedings shall be instituted in the state or federal courts of the Commonwealth of Kentucky. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.
24. **ASSIGNMENT.** Customer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Customer without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
25. **RELATIONSHIP OF THE PARTIES.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
26. **NO THIRD-PARTY BENEFICIARIES.** This Agreement benefits solely the Parties to this Agreement. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
27. **NOTICES.** All notices shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Order Acknowledgement or to such other address for either Party as that Party may designate by written notice. All notices given under this Agreement shall be in writing and deemed to have been given if delivered personally, sent by registered or certified mail, email (with confirmation of transmission).



- 28. SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 29. HEADINGS.** The headings in this Agreement are for convenience of reference only and shall not affect its interpretation or construction.
- 30. SURVIVAL.** Any provision of this Agreement which by their nature extend beyond the expiration, termination, or cancellation of this Agreement shall remain in full force and effect until fulfilled and/or performed.