

PACTIV PURCHASE ORDER TERMS AND CONDITIONS
EFFECTIVE JANUARY 1, 2019

All contractors, vendors and other suppliers of goods and services (a "**Seller**") to Pactiv LLC and its direct and indirect subsidiaries (a "**Buyer**") agree that the below Terms and Conditions shall apply to any Purchase Order issued by Buyer to Seller for such goods and services even if not attached to the Purchase Order.

1. ACCEPTANCE. Seller's written acceptance, Seller's failure to notify Buyer of Seller's rejection of this order within five days after delivery of this order, Seller's commencement of ordered services for Buyer or Seller's shipment of ordered goods to Buyer, whichever occurs first, shall be deemed an effective acceptance by Seller of this order. Any acceptance of this order is limited to acceptance of the express terms in this order, including, without limitation, these Terms and Conditions and any additional exhibits or schedules attached to or referenced in the order. Any proposal for additional or different terms by Seller, or any attempt by Seller to vary in any degree any of the terms of this order in Seller's acceptance, is hereby objected to and rejected by Buyer.

2. TERMINATION FOR CONVENIENCE. Buyer reserves the right to terminate this order or any part hereof for its sole convenience by notifying Seller. In such an event, Seller shall, and shall cause any of its suppliers or subcontractors to, immediately cease supplying goods and services pursuant to this order. Seller shall be paid an equitable portion of the price based on the value of the goods and services supplied, and reasonable and unavoidable expenses incurred, prior to the notice of termination. Seller shall not be paid for any goods or services supplied after receipt of a notice of termination nor for any costs incurred by Seller's suppliers or subcontractors on or before the notice of termination which could reasonably have been avoided, resold, salvaged or otherwise mitigated by Seller.

3. TERMINATION FOR CAUSE. Buyer may terminate all or any part of this order for cause and without any liability if Seller fails to comply with this order in any respect, or if Seller ceases to conduct its operations in the normal course of business (including as a result of its inability to meet its obligations as they mature), or if any proceedings under the bankruptcy or insolvency law is brought by or against Seller, or if a receiver for Seller is appointed for Seller or applied for by or against Seller or an assignment for the benefit of creditors is made by Seller.

4. PROPRIETARY INFORMATION -- CONFIDENTIALITY -- ADVERTISING. Seller shall treat all information furnished by Buyer as confidential and shall not disclose any such information to any other person or entity, or use such information itself for any purpose, other than supplying ordered goods and services in accordance with this order. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this order as well as information that may be provided orally by Buyer or observed by Seller at Buyer's facilities. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods or services from Seller, nor shall any information relating to the order be disclosed without Buyer's written consent.

5. WARRANTY. Seller warrants that all goods and services furnished under this order (a) will conform to the standards, specifications, drawings, samples or descriptions furnished by Seller to Buyer or by Buyer to Seller, including but not limited to all information and documentation referenced in or attached as exhibits hereto; (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing in this order, and fit and sufficient for the Buyer's intended use; (c) will be of good title to and be free and clear of all liens and encumbrances; (d) will not infringe or misappropriate any patent, copyright, trademark, trade dress, trade secret or other intellectual property rights of any third party, (e) supplied in compliance with the then current version of the Pactiv Terms of Purchase published on www.pactiv.com, including, without limitation, the Pactiv Supplier Code of Conduct, the Pactiv Supplier Insurance Requirements and the Pactiv Contractor/Vendor EHS Manual; and (f) will comply with all federal, state and local statutes, regulations, ordinances, court decisions and other laws pertaining to the design, manufacture, packaging, labelling, storage, transportation, delivery, performance or other supply of the goods and services required under this order, including, without limitation, the Food Additive Regulations of the Food and Drug Administration, Hazard Communications Standard (MSDS) of the Occupational Safety and Health Administration, the Ozone Depleting Chemical Restrictions of the United States Environmental Protection Agency, the CONEG Heavy Metal Restrictions and the California Proposition 65 Disclosure. Seller agrees to reimburse Buyer for any losses, costs, damages or expenses, including attorney's fees, arising from failure of the Products to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, shall survive Buyer's payment, acceptance, inspection or failure to inspect the Products, and shall run to Buyer and its customers.

6. PRICE WARRANTY. Seller warrants that the net prices for goods and services supplied to Buyer hereunder are not and will not be less favorable than the net prices that Seller extends to any other customer for goods and services that are substantially the same in similar quantities and on similar terms. In determining net prices extended to other customers, discounts, rebates, allowances, premiums, favorable payment terms and other benefits to the customers shall be taken into

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account. If Seller reduces its prices to others for such goods and services prior to the supply of goods and services under this order, Seller will reduce the prices hereunder correspondingly as of the date of such reduction. Buyer's remedies for Seller's failure to reduce Buyer's prices when required by the foregoing shall include, without limitation, the rights to reduce payment to or obtain a credit from Seller to the extent its prices to Buyer are not as favorable than the net prices extended by Seller to any other customer. Buyer's representatives shall have the right to audit the relevant records of Seller at times and with advance notice that are reasonable to determine whether the requirements have been satisfied.

7. DISCOUNTS. Any discount terms provided herein shall date from the later of the date of receipt and acceptance of the ordered goods or service by Buyer at its facility or the date of receipt of a correct invoice by Buyer.

8. INDEMNIFICATION. Seller agrees to protect, defend, indemnify and hold harmless Buyer and its parent, subsidiaries and affiliates, and their respective directors, officers, managers, members, partners, shareholders, employees, agents and other representatives, from and against all claims, actions, demands, liabilities, losses, cost and expense, including, without limitation, reasonable attorney's, expert witness and other fees and expenses and court costs, arising out of: (a) any breach or violation by Seller or its employees, representatives, agents, subcontractors or suppliers of any of its representations, warranties, covenants or agreements set forth herein; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from any actual or alleged defect in the ordered goods or services, whether latent or patent or any negligent or other legally culpable statement, act or omission of Seller or its employees, representatives, agents, subcontractors or suppliers in the course of designing, manufacturing, packaging, labelling, storing, transporting, delivering and otherwise supplying ordered goods or services under this order; (c) any actual or alleged death or injury to, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part by Seller or its employees, representatives, agents, subcontractors or suppliers in the course of designing, manufacturing, packaging, labelling, storing, transporting, delivering and otherwise supplying ordered goods or services under this order, including, but without limitation, injury, damage or other loss arising from activities on Buyer's premises and/or the use of any vehicle, equipment, fixture or material of Seller or Buyer, other than as a direct result of the gross negligence, recklessness or intentionally tortious or criminal misconduct of Buyer; or (d) any actual or alleged infringement or other misappropriation of an ordered good or service on any patent, copyright, trademark, trade dress, trade secret or other intellectual property rights of any third party. Buyer shall have the right to direct the conduct of any such defense. In addition, Buyer shall have the right to be represented by counsel of its own choosing in any action, at its own expense.

9. CHANGES. Buyer shall have the right at any time to make changes in type, quantity, time, place and method and standards of supplying goods and services under this order on notice to Seller. If any such changes cause an increase or decrease in the cost, or the time required for their performance, and equitable adjustment shall be made and this order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to its right to receive an equitable adjustment in this paragraph.

10. INSPECTION/TESTING. Buyer shall have the right to inspect such goods and/or services and to reject any which are in Buyer's good faith 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 or services whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this order shall relieve the Seller from the obligation of testing, inspection and quality control.

11. INSURANCE. Seller shall carry and maintain, at its expense, insurance in the amounts and types required under the Pactiv Supplier Insurance Requirements published on www.pactiv.com and otherwise comply with such requirements in supplying goods and services under this order.

12. ASSIGNMENTS AND SUBCONTRACTING. No part of this order may be assigned or subcontracted without prior written approval of Buyer.

13. WAIVER. To be effective, a waiver of any right or obligation under this order must be in writing, signed by an authorized representative of the waiting party and delivered to the other party. Only an officer may approve, sign and deliver a waiver on behalf of Buyer. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this contract or to take advantage of any of its rights, shall not operate as a continuing waiver of such provisions

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or rights and shall not prevent such party from insisting upon such provisions and taking advantage of such rights in the future.

14. DELIVERY. Time is of the essence of this contract, and if delivery of goods or performance of services is not completed by the time promised, Buyer reserves the right without liability in addition to its other rights and remedies to terminate this contract by notice effective when received by Seller as to goods not yet shipped or services not yet performed and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred. If, in order to comply with Buyer's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by a breach by Buyer. Title, possession and risk of loss of all goods sold hereunder shall pass to Buyer upon delivery of Products. If delivery is made F.O.B. destination, Seller is responsible for any taxes, duty, licensing, freight and other miscellaneous transportation expenses.

15. LIMITATION OF LIABILITY. Except as provided in the last sentence, in no event shall a party be liable for loss of anticipated profits or for incidental or consequential damages or penalties of any description for a breach of this order. Except as provided in the last sentence, in no event shall a party's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from a breach of this order exceed the total price of the ordered goods and services in this order. The limitations on liability in the prior two sentences will not limit the amount and types of damages that a party may be liable for at law and in equity for: (a) payment or reimbursement of any amount as expressly provided in this order; (b) a duty to defend, indemnify or contribute for a third-party claim as provided in this order and under applicable law; (c) the unauthorized disclosure or use of any confidential information or intellectual property of any person; (d) a legally required product recall or voluntary withdrawal of any defective good or service; or (e) a bad faith, fraudulent, grossly negligent, reckless, intentionally tortious or criminal misconduct.

16. CHOICE OF LAW AND FORUM. This order shall be governed by and construed in accordance with the internal laws of the State of Illinois, excluding its conflicts laws and excluding the U.N. Convention on the International Sale of Goods, without the presumption or construction against the party preparing it. The parties acknowledge that substantial elements of performance of this contract will occur in Illinois and irrevocably submit to the non-exclusive personal jurisdiction of the federal and state courts of competent subject matter jurisdiction in Lake County, Illinois and Cook County, Illinois and in the city, county or other political subdivision in which the ordered goods or services are delivered on any matters whatsoever arising out of or related to this order, and irrevocably waive any objection to venue or inconvenient forum for such courts.