

TERMS AND CONDITIONS OF PURCHASE

CCL eAgile Incorporated Purchase Order is subject to the following Terms:

1. **Applicability:** These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of goods (“**Goods**”) and services (“**Services**”) by CCL eAgile Incorporated (“**Buyer**”) from the Supplier. The term “Supplier” shall mean the person or entity to whom or which a purchase order (“**Purchase Order**”) is directed irrespective of whether the Supplier acts in the capacity of Supplier, buying agent acting on behalf of Buyer, selling agent acting on behalf of the Supplier, or any other capacity. The Purchase Order 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.

No conditions, terms or provisions inserted by Supplier in acknowledging and accepting this order shall be effective unless the same are accepted in writing by Buyer. The failure of Supplier to acknowledge this Purchase Order in writing within ten (10) days of the date of receipt thereof, or the commencement of performance required by this offer, shall be conclusive evidence of Supplier’s approval of consent to all terms and conditions of purchase herein contained. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2. **Delivery of Goods and Performance of Services:**

- a) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If Supplier fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date.
- b) Supplier shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during Buyer's normal business hours or as otherwise instructed by Buyer. Supplier shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.
- c) Supplier shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.
- d) Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. **Quantity:** If Supplier delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. **Title and Risk of Loss:** Title and risk of loss passes to Buyer upon delivery of the Goods at the destination on the Purchase Order.
5. **Inspection and Rejection of Nonconforming Goods.** Buyer has the right to inspect the Goods on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Supplier shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Supplier's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions
6. **Payment Terms:** Supplier shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Invoices are not payable until any shipment is inspected and accepted by Buyer. Buyer shall pay all properly invoiced amounts due to Supplier after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith, and acceptance of the Goods. In the event Buyer makes payment of invoice within the period allowed for the purpose of obtaining cash discount offered, such payment shall not prejudice the right of Buyer to return Goods found defective or which fail inspection and receive credit or reimbursement from Supplier.
 - a) Individual invoices showing order number and purchase item number must be issued against this order.
 - b) Buyer reserves right to return all invoices submitted incorrectly, and Purchase Order terms shall be determined as of date latest correct invoice received.
 - c) Shipping container must be labeled or marked to identify contents without opening, and contain packing slip's listing contents.
 - d) Buyer's Purchase Order number must appear on all packing slips, delivery tickets, and bills of lading, issued in connection with such order and must be marked "partial" or "complete" for each delivered item.
7. **Prices:** Invoices showing higher costs than a Purchase Order will be subject to a set off for the difference. Price changes must be approved by the Buyer in writing prior to shipment. Buyer shall receive the benefits of any price decreases up to date of shipment. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier under this Agreement.
8. **Advance Manufacture and Shipments:** Supplier shall not manufacture in advance of the schedule set forth in this order without Buyer's written permission.

9. Supplier's Obligations Regarding Services: Supplier shall:

- a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
- b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;
- c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Supplier in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two years thereafter, upon Buyer's written request, Supplier shall allow Buyer to inspect and make copies of such records and interview Supplier personnel in connection with the provision of the Services;
- d) obtain Buyer's written consent, which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier, other than Supplier's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Supplier of its obligations under the Agreement, and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Supplier's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Supplier subcontractor or supplier;
- e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;
- f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;
- g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and
- h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Audit: Supplier agrees that its plant, or such parts thereof as may be engaged in the performance of this order shall be subject to inspection by Buyer and its authorized representative during normal business hours.

11. General Warranty and Indemnification:

- a) Goods. Supplier expressly warrants that all Goods to be delivered under this Purchase Order will be free from defects of material, workmanship and design, be merchantable, be free and clear of any liens, security interest or other encumbrances, will not infringe or misappropriate any third party patent or other intellectual property rights, and will conform to applicable drawings, specifications, samples or other written descriptions given under this order, whether or not attached hereto, and, to the extent the subject Goods are not manufactured pursuant to design originated by Buyer, the same are free of any defect in design. This warranty will survive any delivery, inspection, acceptance or payment of the Goods and shall run to Buyer and its successors for the article furnished under this order.
- b) Services. Supplier warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and
- c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

12. **Indemnification.** Supplier (as "Indemnifying Party") shall indemnify, defend, and hold harmless Buyer and its officers, directors, employees, agents, successors, and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "Losses"), arising out of or resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature (collectively, "Claim") of a third party or Indemnifying Party alleging: (a) material breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party; (b) any negligent or more culpable act or omission of Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; (c) any bodily injury or death of any individual, or damage to real or tangible personal property caused by the willful or negligent acts or omissions of Indemnifying Party; (d) any failure by Indemnifying Party to materially comply with any applicable Laws; (e) any bodily injury or death of any individual, or damage to real or tangible personal property caused by any fault or defect in the materials, design, or workmanship of the Goods supplied under this Purchase Order; or (f) any infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right resulting from Buyer's or its customer's use or sale of products supplied by Supplier under this order.

13. **Subcontracts:** Notwithstanding any other terms in this Agreement no subcontracts hereunder shall be made by Supplier herein with any other party for furnishing any of the completed or substantially completed articles, spare parts, or work herein contracted for, without the prior written consent of Buyer.
14. **Confidential Information:** All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Supplier, 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 purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Supplier shall promptly return all documents and other materials received from Buyer. Buyer 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 Supplier at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
15. **Change Control:** Supplier shall give Buyer significant advance written notice of any production change related to the Goods, including but not limited to any change in the manufacturing process, formulation, raw materials or production location. For any change that could affect performance of the Goods, Supplier shall complete any reasonable qualification processes of Buyer and address Buyer's concerns about the change.
16. **Intellectual Property Rights:** All deliverables and other work products created by Supplier in connection with this Sale of Goods Agreement shall be considered "works made for hire" as defined under the Copyright Act. To the extent that any deliverables or work products do not qualify as works made for hire, Supplier hereby irrevocably assigns to Buyer all rights, title, and interest in and to such deliverables and work products, including all associated intellectual property rights. Supplier agrees to execute any documents and take any actions necessary to effectuate such assignment. Buyer shall have the exclusive right to obtain and hold in its own name any intellectual property rights, including copyrights and patents, in the deliverables and work products. Supplier shall provide Buyer with all reasonable assistance required to perfect these rights.
17. **Packaging:** All items shall be packaged by Supplier in suitable containers for protection to permit safe transportation and handling. No charge shall be made by Supplier for packaging unless provided for on purchase order.
18. **Toxics in Packaging Reduction Laws:** Supplier guarantees that packaging and packaging components manufactured and/or supplied to Buyer, and delivered to Buyer do not contain lead, cadmium, mercury, or hexavalent chromium that has been intentionally introduced during manufacturing or distribution of said package or packaging components. Should incidental levels of lead, cadmium, mercury, or hexavalent chromium be present, these levels conform with allowable limits prescribed by applicable federal, state, and local laws, statutes, rules, regulations, and ordinances.

19. **Waiver:** No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
20. **Assignment:** Supplier may not assign this order without prior written consent of Buyer. Claims for monies due or to become due under this order may be assigned by Supplier provided Supplier shall supply Buyer promptly with two copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claims with Buyer may have against supplier. Buyer reserves the right to make direct settlements and/or adjustments in price with Supplier under the terms of this order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.
21. **Changes:** Buyer may, at any time and from time to time, by Purchase Order Amendment issued to Supplier; (a) make changes in shipping and packaging instructions; (b) increase or decrease the quantity of products ordered; (c) change the drawings or specifications; (d) issue a suspension of work order; (e) make changes in the delivery schedule. If such changes cause an increase or decrease in the amount of work hereunder or in the cost of performance, or in the time required for performance, an equitable adjustment shall be made in the contract price and/or the delivery schedule and the Purchase Order shall be amended accordingly. All articles covered hereunder shall be manufactured in accordance with this purchase order unless a change thereto is subsequently authorized by a written Purchase Order Amendment issued by Buyer.
22. **Termination:** Buyer may terminate any Purchase Order in whole or in part at any time by notice to Supplier in writing. Supplier will thereupon immediately stop work on the Purchase Order or the terminated portion thereof and notify subcontractors to do likewise. Except where such termination is caused by a default or delay of Supplier, Supplier shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, applicable to the termination and in accordance with the recognized accounting practices. The total of such claim shall not exceed the cancelled commitment value of this purchase order. Termination claim shall be subject to any inspection or audit defined in these Terms.

Termination for Default: In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Supplier. If Buyer terminates the Agreement for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

23. **Law Governing:** This Purchase Order shall be governed by the laws of the State of Ohio and the parties agree and consent to the jurisdiction of the courts located in Cuyahoga County, Ohio to resolve any dispute arising out of this transaction.

24.

Safety Requirements: All machinery and equipment must meet the safety standards of the Federal Occupational Safety and Health Act of 1970 (Public Law No. 91-596) and the applicable state safety statutes. In the event any ingredient and/or materials used by Supplier in the manufacture or fabrication of Buyer's products are declared by any governmental agency to be unsafe or unfit for the use contemplated, Supplier shall notify Buyer, and Supplier shall immediately cease and desist from the further use of such ingredients or materials, and Buyer shall be released from any further obligations hereunder. Supplier shall furnish to Buyer copies of all documents issued by such governmental agency imposing any requirement or restriction upon Supplier together with responses by Supplier showing compliance or non-compliance. Supplier shall resume production of products for Buyer only after written notice to Buyer and substitute materials of like quality have been approved by such governmental agency and Buyer has approved in writing the resumption of production by Supplier.

25. **Buyer Policies:** With regard to the Goods or Services supplied under this Purchase Order, Supplier acknowledges and agrees to comply with Buyer's policies and requirements for supplier and their subcontractors as set forth on Buyer's web site, located at **eagile.com** including **CCL Industries Global Business Ethics guide code of conduct available at <https://cclind.com/global-business-ethics-guide-5/>** and which Buyer may amend from time to time. Supplier shall be required to furnish a certificate that the Goods listed a Purchase Order were produced in compliance with all applicable requirements of these Terms and applicable laws and regulations including the Fair Labor Standards Act of 1938 as amended, and of the regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. In the event that any Goods listed on this Purchase Order are in a misbranded package within the meaning of the Federal Hazardous Substances Act, the Federal Food, Drug and Cosmetic Act, the Federal Insecticide, Fungicide and Rodenticide Act of 1970, or any other federal, state or municipal law, ordinance or regulation, the Supplier agrees to pay all costs of relabeling and such other costs as are necessary so that the article will fully comply with the applicable federal, state or municipal laws or regulations. Supplier agrees to furnish Buyer an analysis of the contents and/or characteristic of the Goods sold pursuant to this Purchase Order.

26. **Buyer's Marks :** Supplier hereby agrees that the Goods which are the subject of this agreement, which bear labels approved by Buyer, and which are identified by one or more of Buyer's trade name and trademarks shall be sold only to Buyer and shall not be sold to any other person, firm, or corporation, including any distributor of Buyer's products. All packages or containers in which the product sold hereunder is packaged must be marked clearly with the Buyer part number shown on the first page of this order.

Supplier shall not, under any circumstances, divulge or release Buyer's name as being a customer of Supplier to any person, association, corporation, or government agency without prior written authority from Buyer.

27. **Insurance:** During the term of this Agreement and for a period of two years thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000.00, Worker's Compensation Insurance as Supplier is required to maintain by applicable law, with financially sound and reputable insurers. Upon Buyer's request, Supplier shall provide Buyer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms.

28. **Amendment and Modification:** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

29. Data Protection

- a) The parties acknowledge and agree that the only Personal Data that will be shared and Processed pursuant to this Agreement is the contact details of employees of the parties as necessary for the administration of this Agreement (**Shared Personal Data**). Accordingly, the parties agree that Travelodge and the Supplier are each independent Controllers in respect of the Shared Personal Data.
- b) Where the Parties are deemed to be independent Controllers, each Party shall separately comply with all obligations on it under Applicable Data Protection Law and shall not by any act or omission cause the other Party to be in breach of its obligations under the Applicable Data Protection Law.

30. CUSTOMS EXPORT/IMPORT REQUIREMENTS

- a) Supplier shall supply, upon request and without delay, all information and documentation deemed necessary by Buyer and/or Customs authorities to comply with Customs, Export and Import requirements of the country(s) of export and country(s) or importation of the goods. Supplier transfers to Buyer all transferable rights related to customs duty and import tax drawback or refund, if any, including those developed through substitution or acquired from Supplier's suppliers. Supplier shall notify Buyer of any such rights and, upon Buyer's request, provide Buyer with such documents and information to facilitate obtaining these drawbacks or refunds.
- b) Supplier shall be solely responsible for complying with U.S. Country(s) of Origin Marking requirements of the applicable country(s) of importation.
- c) Supplier shall comply with all applicable import laws, regulations, and ordinances of the United States. Supplier shall obtain and maintain all necessary licenses, permissions, authorizations, consents, and permits required for the importation of Goods into the United States. Supplier assumes all responsibility for ensuring that the Goods comply with U.S. import regulations, including but not limited to, customs clearance and payment of any applicable duties, taxes, or fees. Supplier shall provide all necessary documentation and information required for the importation process. Supplier shall indemnify and hold Buyer harmless from any penalties, fines, or liabilities arising from Supplier's failure to comply with U.S. import laws and regulations.