



U.S. AND CANADA GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL:** These terms and conditions (“**Seller’s Terms and Conditions**”) shall apply to any contract (“**Contract**”) for the sale of goods (“**Goods**”), services (“**Services**”) or a combination of both Goods and Services by any direct and indirect subsidiaries, joint ventures and/or any other affiliated entities of WestRock Company (collectively and individually, “**Seller**”). **Seller’s Terms and Conditions shall be incorporated in and deemed a material part of the following documents:** (a) any bid, quote, response to a request for quote, letter, proposal, or any other form of offer for the sale of Goods or Services (“**Proposal**”) by Seller to a buyer (“**Buyer**”); (b) any form of order acknowledgment by Seller to Buyer (“**Order Acknowledgment**”); and (c) any invoice or similar document submitted by Seller for the sale of Goods or Services (“**Invoice**”). Seller’s Terms and Conditions shall supersede and replace any terms and conditions offered by Buyer and shall be the only terms and conditions applicable to Buyer’s purchase of Goods or Services pursuant to the terms appearing on the Proposal, Order Acknowledgement or Invoice. **Seller’s Terms and Conditions shall not be modified or changed without Seller’s written consent. Seller specifically and expressly objects to and rejects any terms and conditions or other provisions in Buyer’s purchase orders, printed forms, correspondence or any other writings or oral representations which are different from, inconsistent with or in addition to the Seller’s Terms and Conditions. Buyer’s efforts to change Seller’s Terms and Conditions or the terms set forth on the Proposal, Order Acknowledgement or Invoice shall constitute a material alteration of Seller’s offer and shall not be binding on Seller.** Receipt of Buyer’s purchase order for Seller’s Goods or Services or Seller’s initiation of any work to manufacture and supply the Goods or Services shall constitute acceptance by Buyer of these Seller’s Terms and Conditions. Notwithstanding any prior custom, practice or course of dealing between Buyer and Seller or generally within the industry, Seller may insist on strict adherence to Seller’s Terms and Conditions.

2. **PRICE:** The Goods or Services and other items covered by this Contract shall be sold and invoiced at the price or prices on the Proposal, Order Acknowledgement or other sales document. Unless otherwise specified in writing, the prices set forth in Seller’s Proposal shall expire, at Seller’s option, thirty (30) days from the date on the Proposal or issuance of the Seller’s offer. If Buyer has not accepted Seller’s Proposal or oral offer at the stated prices within such thirty (30) day period, Seller reserves the right to adjust its prices for such Goods or Services. Unless otherwise specified in writing, prices do not include federal, state or local sales, excise, use or other taxes now in effect or hereafter levied by reason of this Contract. All such taxes shall be paid by Buyer. If Seller pays any such taxes or assessments, Buyer shall, upon demand, reimburse Seller for such amounts.

3. **DELIVERY, TRANSPORTATION AND RISK OF LOSS:** Unless otherwise agreed in writing by the parties, all Goods herein sold shall be transported and delivered, as determined by Seller, pursuant to one of the following two alternative methods: (1) FOB Destination. Under this alternative, Seller shall select the method, routing and agency of transportation and shall add the cost of such transportation and delivery to the Buyer’s invoice. Seller shall bear the risk of loss, damage or other incidents of ownership until delivery is made to Buyer’s destination. Any excess packing, shipping or other transportation costs or charges resulting from Seller’s agreement to comply with Buyer’s transportation or delivery requests shall be in addition to the charges set forth above. (b) FOB Seller’s Facility. Under this alternative, all transportation and delivery charges shall be borne by Buyer. All risk of loss and damages, as well as title to such Goods under this method, shall shift to Buyer upon placement of the Goods on Seller’s dock. Upon request, Buyer shall be given the right to select the method, routing and agency of transportation. If the Goods are to be shipped pursuant to Buyer’s shipping instructions and Buyer fails to provide Seller with such shipping instructions by the seventh (7th) day after Seller is ready to ship the Goods, Seller shall ship the Goods pursuant to one of the two methods described in this paragraph, as Seller deems appropriate and reasonable. The delivery date provided by Seller or Buyer shall be deemed only an approximate date of delivery unless the parties have mutually agreed in writing to a definitive date for delivery. Seller may deliver the Goods within a reasonable time prior to or after the delivery date. Seller’s delivery date may be dependent upon Buyer’s timely acceptance or supply of such information or

materials necessary for Seller in order to manufacture and ship the order, including but not limited to, designs, artwork, labels or sketches (the “**Approvals**”) for use in manufacturing the Goods. Any delay in accepting or supplying the Approvals shall extend the delivery date. After acceptance of the Approvals, any alterations called for shall be at the expense of Buyer. If Buyer fails or refuses for any reason whatsoever to take delivery of Goods at the designated time of delivery, then Buyer shall be responsible for all reasonable storage fees resulting from such failure or refusal to accept timely delivery. Such storage fees shall be in addition to the price of the Goods. Unless otherwise agreed to in writing, any Goods held by Seller in storage for more than thirty (30) days after the agreed date of delivery may be invoiced, sold, scrapped and/or destroyed by Seller without relieving Buyer of the obligation to pay for the Goods and storage. In the alternative, Seller shall have the right to ship the Goods to Buyer and to recover reasonable storage fees up to the date of shipment. When Goods are to be exported, Buyer shall, at its sole expense, furnish to Seller with each order all consular and customer declarations and licenses and shall accept all liability and responsibility for penalties resulting from errors or omissions thereon.

4. **INSPECTION**: Buyer shall inspect the Goods at the place of destination within seven (7) days after the Goods’ arrival. Buyer must accept any tender of the Goods by Seller that are substantially in conformity with the specifications for the Goods in light of standard industry tolerances and the terms hereof, subject to Buyer’s remedies set forth in paragraph 8 below. Buyer will be deemed to have accepted tender of the Goods if Buyer fails so to inspect, or fails to give Seller written notice of rejection, within ten (10) days after the Goods’ arrival, which notice shall describe the rejected Goods and the non-conformities or defects upon which Buyer’s rejection is based.

5. **PAYMENT**: Unless other terms to the contrary are agreed to in writing by Seller, payment terms are net 30 days from the date of shipment. Unless otherwise agreed to in writing by the parties, all payments shall be made in United States currency. Whenever reasonable grounds for insecurity arise with respect to full and timely performance by Buyer, Seller may demand terms of payment different from those specified herein, and may demand assurance of Buyer’s full and timely performance. Seller may, upon making such demand, suspend production, shipment and/or deliveries. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment and/or fails or refuses to give adequate assurance of full and timely performance, Seller may: (a) by notice to Buyer, treat such failure or refusal as a repudiation by Buyer of the portion of the transaction not then fully performed, whereupon Seller may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable, or (b) make shipments under reservation of a security interest and demand pre-payment against tender of the Goods. If Seller retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney’s fees, shall be payable by Buyer.

6. **WARRANTIES**: Seller warrants that (a) all Goods which are manufactured by Seller will, at the time of delivery and for a period of sixty (60) days thereafter, conform to Seller’s specifications or the description provided by Seller, subject to variations in paperboard, artwork, dimensions, weight, straightness, scannability, composition, mechanical properties, and color within industry standards and shall be equal in quality to similar Goods manufactured by Seller; (b) all Services shall be performed in accordance with the agreed upon specifications subject to standard industry tolerances; and (c) Seller shall convey good title to the Goods. SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OF IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT SUCH AS ARE EXPRESSLY SET FORTH HEREIN. SELLER MAKES NO WARRANTY WITH RESPECT TO GOODS OR THEIR COMPONENTS WHICH ARE NOT MANUFACTURED BY SELLER. Final determination of the suitability of the Goods for Buyer’s use and purposes is the sole responsibility of Buyer, and Seller shall bear no responsibility for such suitability. Specifically by way of example and not limitation, Seller shall not be liable for the machinability of cartons or containers sold hereunder that are not used within sixty (60) days of Buyer’s receipt of the Goods; provided further that Seller shall in no event be liable for such machinability beyond ninety (90) days of the date of manufacture, regardless of when Buyer received the Goods. Notwithstanding the

foregoing, the parties further understand and agree that the warranty set forth in paragraph 6(a) and 6(b) shall not apply to the extent that Buyer or its agents (including freight carriers), employees, representatives or independent contractors have committed or failed to do so, through act or omission, respectively, any of the following: (i) abused or damaged the Goods or Services; (ii) misused the Goods or objects upon which the Services were performed; (iii) improperly stored the Goods by exposing them to unreasonable heat, humidity or ambient conditions; or (iv) allowed any other condition or act to cause the Goods or Services to fail to meet the warranty set forth in paragraph 6(a) or 6(b).

7. **DEFAULT:** Buyer shall be in default if (a) Buyer materially breaches any of its obligations hereunder and (i) fails to remedy such material breach within ten (10) days of its occurrence or (ii) such material breach reasonably results in actual or imminent harm or damage to Seller or Seller's business interests; (b) a petition in bankruptcy is filed against Buyer; (c) Buyer files a petition in bankruptcy or takes action in respect of liquidation, winding up, or an assignment for the benefit of creditors; or (d) Seller, in its reasonable judgment, determines that Buyer is refusing or is unable to pay Seller in full on a timely basis for the Goods or Services as they become due or that Buyer is refusing or unable to pay in full on a timely basis its other creditors. Seller shall have the right to immediately terminate any Contract in the event of conditions occurring under Sub-sections (b), (c) and (d) of this Section 7.

8. **REMEDIES AND DISCLAIMERS:** Inasmuch as the value of the Goods sold hereunder may be substantially disproportionate to the value of the products to be used in conjunction therewith, and, for the express purpose of limiting the liability of and remedies against Seller to an extent which is reasonably proportionate to the commercial value of this transaction, Buyer and Seller hereby specifically and expressly agree to the terms and provisions set forth in this Section 8 with regard to disclaimers and limitations on Seller's liabilities. All claims for shortages or alleged defects in quality shall be deemed waived unless made within thirty (30) days of Buyer's receipt of Goods or completion of the Services. BUYER HEREBY AGREES THAT SUCH 30 DAYS IS A REASONABLE PERIOD OF TIME IN WHICH TO INFORM SELLER OF SUCH CLAIMS. In no event shall any such Claim entitle Buyer to relief if made after Goods have been used, processed or transferred by Buyer. Defective or non-conforming Goods shall be held by Buyer for Seller's prompt inspection. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE RESPONSIBLE OR LIABLE TO BUYER OR TO ANY THIRD PARTY (EXCEPT AS PROHIBITED BY LAW) FOR ANY LOST PROFITS, LOSS OF USE, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONTINGENT DAMAGES FOR ANY BREACH OF WARRANTY OR OTHER BREACH OF SELLER'S OBLIGATIONS HEREUNDER OR SELLER'S NEGLIGENT CONDUCT IN PERFORMING ITS OBLIGATIONS HEREUNDER EVEN IF SELLER IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDIES ARE, UNDER SELLER'S TERMS AND CONDITIONS AND UNDER THE UNIFORM COMMERCIAL CODE, HEREBY LIMITED TO SELLER'S CHOICE OF ONE (1) OF THE FOLLOWING REMEDIES, AS APPLICABLE: (a) THE REPAIR OF ANY DEFECTIVE OR NON-CONFORMING GOODS; (b) REPERFORMANCE OF THE NON-COMPLYING SERVICES; (c) THE REPLACEMENT THEREOF WITH CONFORMING GOODS AT THE FOB POINT PROVIDED HEREIN; OR (d) THE REPAYMENT OF THE PURCHASE PRICE; OR (e) THE GRANTING OF A REASONABLE ALLOWANCE ON ACCOUNT OF SUCH DEFECTS OR NON-CONFORMITIES. BUYER SHALL BE ENTITLED TO NO OTHER REMEDIES, WHETHER IN CONTRACT, WARRANTY, PRODUCTS LIABILITY, TORT, NEGLIGENCE OR OTHERWISE, EXCEPT AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THAT PORTION OF THE GOODS OR SERVICES WHICH ARE DEEMED TO BE DEFECTIVE OR NOT IN COMPLIANCE WITH SELLER'S WARRANTY OBLIGATIONS HEREUNDER. Replacement of defective or non-conforming Goods or repayment of the purchase price for the Goods will be made only upon return of defective or non-conforming Goods, which Goods shall not be returned until Seller has consented thereto and has delivered to Buyer written shipping instructions. Under no circumstances shall Buyer be permitted to set off or credit any amounts due and owing to Seller unless Seller has agreed to such in writing. Any claim or cause of action by Buyer for

breach of Seller's obligations hereunder must be brought within one (1) year from the date of Seller's tender of the subject Goods to Buyer.

9. FORCE MAJEURE DELAYS: Seller's obligations hereunder shall be excused during the period when any of the following conditions exists: (a) strikes, work stoppages, or other labor troubles or difficulties of any kind; (b) fires, floods, inclement weather, or other acts of God; (c) riots, war, sabotage or other disturbances of the peace; (d) breakdowns, destruction, or failure of any kind of Seller's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, or accidents at Seller's plants; (e) transportation delays, reductions, shortages, curtailment or cessation of supplies, materials, equipment, facilities, power, labor, transportation or other factors of production; (f) increases in the price of transportation, supplies, materials (including, but not limited to, the price of paperboard), utilities, fuel, labor or other factors of production greater than fifteen percent (15%) at the time Seller quoted the price of the Goods; (g) governmental legislation, regulations, rules or orders, or Seller's voluntary or involuntary participation in any plan of general public interest, either of which adversely affect manufacture or delivery hereunder; (h) delays of other suppliers; or (i) any other cause beyond the reasonable control of Seller, whether or not similar to the causes or occurrences enumerated above. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances. In the event of the occurrence of any of the above affecting Seller's ability to perform, Seller shall have the right to negotiate new pricing for the Goods or Services. Further, Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly among its customers (including Seller's own production operations, and subsidiaries and affiliates) in such manner as Seller may consider equitable, the Goods then available for delivery.

10. PIECE SHIPPING TOLERANCES: Unless the parties otherwise agree in writing, Seller shall be entitled to a plus or minus tolerance of fifteen percent (15%) based on the weight or number of pieces or other unit of measurement of Goods requested by Buyer under each transaction.

11. TECHNICAL INFORMATION, INVENTIONS AND CONFIDENTIAL INFORMATION: Unless otherwise agreed to by the parties in writing, all (a) drawings, data, specifications, designs, patterns, molds, tools, samples and other items prepared by Seller; and (b) inventions made by Seller, including inventions based on information supplied by Buyer, pursuant to a purchase of Goods, shall be the sole and exclusive property of Seller. This provision includes any and all discoveries, inventions or improvements related to any process, machine, manufacture or composition of matter related to the Seller's business, whether of a patentable nature or not, and any and all ideas, methods, systems or plans useful in the Seller's business (the "**Inventions**") that any employee of Seller has made or conceived or hereafter may make or conceive at any time. All such Inventions shall be the sole property of Seller, and Buyer shall cooperate, if necessary, in assisting Seller to obtain all documentary evidence confirming Seller's ownership including, but not limited to, applications for patents. "**Confidential Information**" means all Seller know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transaction that is the subject of this Contract, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are secret or confidential including without limitation: Seller's (1) confidential manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (2) confidential product plans, prototypes, samples, formulae, and specifications, and information related to confidential project designs, marketing, advertising, quality, costs, configurations and uses; (3) confidential customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (4) confidential computer software, firmware, data, databases, networks, security procedures, or other confidential information related directly or indirectly to computer systems or networks. Buyer shall not, without express written consent of Seller, use or disclose to any person, company or governmental agency any Confidential Information, except that Buyer may disclose Confidential Information to those of its employees who need to know such information in connection with the transaction and who are bound to Buyer not to disclose the Confidential Information to any other person,

company or governmental agency. If Buyer becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Buyer will provide Seller with prompt prior written notice of such requirements so that Seller may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Buyer agrees to furnish only that portion of Confidential Information that Buyer, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Seller agrees that Confidential Information shall not include information Buyer can demonstrate: (a) was known by the public prior to initial disclosure by Seller or subsequently becomes known to the public after initial disclosure through no act or omission of Buyer in violation of these Seller's Terms and Conditions; (b) was known by Buyer prior to initial disclosure; (c) is disclosed to Buyer by another person or entity who was under no obligation of confidentiality to Seller with respect to the information; or (d) is independently developed by Buyer without access to or use of Confidential Information, or violation of these Seller's Terms and Conditions.

12. **CANCELLATION /TERMINATION**: Buyer may not cancel or terminate a Contract for convenience for the purchase of Goods or Services hereunder. Buyer may request the right to terminate a Contract but, absent a material and uncured breach on the part of Seller, Buyer shall first provide written notice to, and obtain the consent of, Seller. Seller shall have the right to reasonably deny such request. Buyer shall, upon Seller's acceptance of any cancellation, pay Seller for all completed work for Buyer's order, all other costs (including work-in-process and raw materials) incurred up to the date of cancellation, all lost profits due to the cancellation, and all other reasonable cancellation charges.

13. **INSTALLMENT DELIVERIES**: Seller shall be entitled to make delivery in installments unless otherwise agreed to in writing. Seller may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept delivery of remaining installments.

14. **INDEMNIFICATION**: Each party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other party, its shareholders, officers, directors, agents and employees (collectively, the "**Indemnified Parties**") from and against all third party claims, actions, demands, suits and causes of action ("**Claims**") involving (i) reasonable, actual, out-of-pocket and direct damages to real or physical personal property, or (ii) personal injury, including death, along with reasonable, actual, out-of-pocket costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "**Damages**"), to the extent (but only to the extent) such Claims cause Damages resulting from (A) any negligent act, negligent omission or willful misconduct on the part of the Indemnifying Party, its employees or agents, in connection with performance under this Contract, (B) a breach by the Indemnifying Party of any covenant, warranty, representation or any other obligation set forth in this Contract, or (C) a breach or violation of law, governmental rules or regulations. Notwithstanding the above, Buyer hereby agrees that Seller shall not be liable for any costs, expenses losses, claims, demands, actions, causes of action, liabilities, damages, settlements, judgments or verdicts (the "**Claims**") resulting from a recall of the Buyer's products in which Seller's Goods have been incorporated. The parties acknowledge, understand and agree that such Claims are not part of the basis of the bargain in the transactions anticipated hereunder.

15. **MISCELLANEOUS**: (A) This Contract may be performed and/or assigned, and all rights hereunder against Buyer may be enforced, wholly or in part, by Seller or by any one or more of present or future subsidiaries, affiliates, joint ventures, transferees or assignees of Seller. (B) The waiver by Seller of any terms, conditions, or provisions hereof shall not be construed to be a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach by Buyer of the same term, condition or provision. (C) Neither Seller's Terms and Conditions nor Buyer's substantive obligations under any Contract may be assigned by Buyer except with the prior written approval of Seller; provided, however, that Seller shall be entitled to assign the Seller's Terms and Conditions and any Contract or any of its obligations hereunder to

any entity that controls, is controlled by or is under common control of Seller or its parent corporation, by transfer, assignment, contract, acquisition (of assets or through stock), merger or operation of law. (D) The entire understanding and agreement of the parties with respect to the transactions contemplated herein are contained in these Seller's Terms and Conditions and in any other Seller document reflecting the business terms of a Contract. Any prior understandings, agreements and representations, oral or written, shall be deemed superseded and merged herein. No changes, modification or discharge of the parties' obligations hereunder shall be effective unless signed by both parties. (E) Any Contract shall be deemed to be made in the state within the United States of America where the Seller's manufacturing facility is located and shall in all respects be construed and governed by the laws of that state. Any disputes arising out of a Contract shall be subject to the exclusive jurisdiction of a court of competent jurisdiction located in a judicial district where the Seller's manufacturing facility is located; provided, however, that at Seller's sole option, the parties may attempt to resolve any dispute that arises hereunder through mediation. If the parties are unable to resolve such dispute through mediation, then, at Seller's option, the sole and exclusive means for resolution shall be through litigation in the jurisdiction described above. (F) Under no circumstances shall the United Nations Convention of Contracts for the International Sale of Goods shall apply to this Contract. (G) Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Seller on a Proposal, Order Acknowledgment or invoice issued to Buyer shall be subject to correction. (H) Any clause required by any applicable law, order or administrative regulation, to be included in a contract of the type evidenced by this Contract, shall be deemed to be incorporated herein. (I) The remedies and rights reserved to Seller herein shall be cumulative with, and in addition to, all other rights and remedies provided in law or equity. (J) Nothing in these Seller's Terms and Conditions is intended to benefit any person or entity other than Seller and Buyer (and their permitted assignees), and neither party will owe any duty to such person or entity. (K) If any provision of these Seller's Terms and Conditions shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable. All remaining portions shall be deemed enforceable. (L) Seller may terminate any Contract and any of its obligations hereunder with or without cause upon written notice to Buyer. (M) In the event that Buyer determines that it needs to give notice to Seller of its alleged breach of its obligations hereunder or of any action or demand arising hereunder, Buyer shall give notice to Seller by using certified mail or a reputable overnight service to: WestRock Company, 504 Thrasher Street, Norcross, Georgia 30071, Attn: Executive Vice President and General Counsel or WestRock Company, 501 South 5th Street, Richmond, VA 23219-0501, Attn: Legal Department.

16. PAPERBOARD--ADDITIONAL CONDITIONS APPLICABLE TO THE SALE OF PAPERBOARD.

(a) Unless otherwise specified, boxboard sheets and special products will be cut off at the end of the machine or sheeter to approximate lengths so that the exact specified sizes can be trimmed therefrom. Shipments will be made in unprotected unit loads or bundles. Squaring, trimming, or special packing must be clearly specified, and an extra charge will be made therefore.

(b) Buyer shall inspect and test all paperboard before cutting or processing it and will not be entitled to any allowance based on claimed defects or noncompliance with stated specifications after the board has been cut or processed in any way.

(c) Grain of paperboard, unless otherwise specially stated, will be in the direction of the last dimension.

17. PAPER STOCK--ADDITIONAL CONDITIONS APPLICATION TO THE SALE OF PAPER STOCK. Seller expressly warrants all paper stock shall meet the applicable grade definitions set forth in the current Paper Stock Institute of America Standards and Practices Circular, as amended or superseded from time to time, and subject to standard industry tolerances.

18. THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT

Buyer, on behalf of itself and its parents, subsidiaries, or affiliates, warrants, with respect to the Goods and Services and in the course of its performance under any Contract, that it is fully in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*, and any foreign counterpart thereto. Neither Buyer nor its parents, subsidiaries, or affiliates, have made or will, with respect to the Goods and Services and in the course of its performance under a Contract, make a payment, offer or promise to pay, or authorize the payment of, money or anything of value (a) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, state-owned or state-controlled entity, foreign political party, party official, or candidate for foreign political office, (b) to a foreign official, foreign political party, or party official or any candidate for foreign political office, or (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to Buyer, its parents, subsidiaries, or affiliates or to any other person, in violation of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*

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