



GENERAL POLICIES – ORDER TERMS AND CONDITIONS

PRECONDITION OF SALE OF PRODUCTS; SCOPE:

These terms and conditions of sale are Alpha Packaging's offer to any potential customer. Purchase orders received from the customer to Alpha Packaging will constitute acceptance of these terms and conditions. All quotations are made and orders received subject to applicable rules of government agencies and are subject to final acceptance or confirmation by Alpha Packaging. These terms and conditions of sale are the only agreement binding on Alpha Packaging with respect to its sale of products to customer and they expressly supersede and exclude the application of any customer's general terms of purchase as well as any other agreements, whether in writing or oral, issued prior to or after issuance of Alpha Packaging's invoice for the products ordered, unless otherwise specifically agreed upon in a writing signed by an authorized representative of Alpha Packaging and then the terms will be varied only to the extent of that writing. Each separate order accepted by Alpha Packaging constitutes a separate contract, and there is no right to set off obligations incurred under one order against any claims related to another order.

PLACING AN ORDER:

Alpha Packaging requires a written purchase order for all customer orders. Purchase orders may be delivered to Saint Louis (for all US-based bottle plants), Vancouver, Technigraph, or our Netherlands location. Purchase orders must be in writing and may be emailed directly to:

St. Louis: Email purchase order requests directly to your CSR for faster processing. If you do not have a CSR send purchase order requests to customer.service@alphap.com

Vancouver: CA.Customer.Service@alphap.com
Technigraph: brenda.anderson@alphap.com
Netherlands: CS-NL@alphap.com

Any other purchase order provision will be subject to Alpha's Terms and Conditions.

SHIPMENTS:

Unless otherwise stated by Alpha Packaging in writing, all domestic deliveries will be FOB (UCC terms) and all international deliveries will be Ex Works (Incoterms 2010) in either case from the Alpha Packaging facility producing or shipping the order (St. Louis, MO; Jacksonville, FL; Cleveland, OH; Bethlehem, PA; Salt Lake City, UT; Ypsilanti, MI; Surrey, British Columbia, Canada; or Etten-Leur, The Netherlands). The customer should check with Alpha Packaging's Customer Service to determine which facility is producing the customer's order. All risk of loss to products sold will pass to customer upon delivery to the carrier at the Alpha Packaging facility. Alpha Packaging will not be liable for any delay or damage once product has been received by the customer's carrier. All export and import duties, fees, permits, licenses, etc. for products delivered outside of the country in which Alpha Packaging manufactured them will be the responsibility of the customer. Alpha Packaging reserves the right to vary any shipment by up to 10% over, or 5% under, the ordered quantity. Alpha Packaging's weights and measures will govern, except in case of proven error. Any product manufactured for a specific customer with a designated release date, including custom colors and stock items, will be shipped and invoiced the same month as the release date absent unusual circumstances.

In situations where Alpha has agreed to prepay freight, that agreement assumes that the customer will order sufficient quantities and request adequate delivery dates to ship full truck loads. A full truck load consists of 30 pallets single stacked or 600 cases of standard Alpha Packaging cases or for bagged products, 28-30 pallet footprint single or double stacked.

Where freight utilization in such situations is less than 100%, Alpha Packaging reserves the right to recoup the portion of its freight charges related to unutilized space by a corresponding increase of the invoiced products, and Alpha Packaging also reserves the right to requote or reprice future freight prepaid product orders where the volume ordered or delivery date requested will result in underutilized freight space. See Shipping Details below for additional information on shipping logistics.

Customers are obligated to receive product within 30 days from either the request date or when the production order is completed at Alpha Packaging. Customers that do not arrange for transportation to ship the product within 30 days will be contacted to provide shipping details, and Alpha Packaging will assess and invoice a 6% monthly storage fee. Alpha Packaging may at its discretion sell or dispose of warehoused product for customers who do not pay their invoices (related to the value of the product and assessed storage fees) and arrange for shipping within 45 days of the request date or when the production order is completed.

PRICE:

Alpha Packaging publishes a price list which is updated as often as monthly, based on fluctuations in the Chem Data Index (CDI). Fluctuations in price may occur between the time an item is quoted and the time it is invoiced, as pricing is determined by the price in effect at time of shipment. Certain orders may include products or colors that fall below our minimum manufacturing requirement to produce those orders, and may be subject to additional charges. The standard charges, as shown below, may be in addition to those prices listed on the Alpha Price List. Please consult your Customer Service Representative for actual charges for your order.

Small Orders

Alpha has a very reasonable Minimum Order Size of \$500.00 per purchase order for many of our stock items in standard colors. If the \$500.00 order cannot be met, a \$75.00 Small Order Fee will be added to the invoice. Please check with your Alpha Sales or Customer Service Representative to find out what items can be purchased under this policy. For items with published Minimum Order Quantities, the published MOQs represent the smallest order quantity available for those items.

Set Up Charge

There is a minimum \$500.00 Set Up Charge to prepare and run samples from any unit cavity, prototype or private mold; charges may exceed \$500 depending on the complexity of the mold change and blow molding platform involved.

Standard Colors

Alpha offers a number of "standard colors" that are available with no purge charge for many of our stock product lines. Standard colors for each blow molding platform are listed below. For non-standard colors there may be an additional charge and a higher MOQ. Please contact your Customer Service Representative for details.

HDPE Standard Colors: White and natural. For all other colors add 10% to the price list.

Single Stage PET Standard Colors: Clear, white, cobalt blue, dark amber, light amber, dark green and black; for white, add 5%; for cobalt blue, dark green, black and all custom colors, add 10% to the price list.

2-Stage PET Standard Color: Clear. Because of the limited colors of PET preforms stocked at Alpha, 2-Stage PET bottles may have minimum order requirements that exceed our standard minimums. Please check with your Alpha Sales Representative if you have questions about 2-Stage PET (Reheat and Blow) bottles.

Color Premium & Purge Charges for Colors or Additives

Our price list specifies the standard colors for each item. There may be additional charges for other colors or additives (i.e. UV inhibitor; bio-degradable additives).

Purge Charge for Colors or Additives

Custom colors or special additives require a minimum order of 10,000 pieces. For orders greater than 10,000 pieces but less than 25,000 pieces, customers will be charged a \$500.00 purge charge per color or additive. For orders between 25,000 and 50,000 pieces, a \$350.00 color purge charge will apply. For orders of 50,000 or more pieces in a custom color or special resin, Alpha will waive the purge charge. Standard colors for all items are listed in Alpha's Price List.



Special Resins, including Post Consumer Resins (PCR), and Surface Treating

Non-standard resins, including Post-Consumer PET or HDPE, bioresins and resins with bio-degradable additives, require a minimum order of 50,000 pieces and may require an investment in new base plates to designate the resin code. Bottles made from PCR and other special resins are made to order (not stocked) and may include resin surcharges and purge charges. Please ask for a quotation from your Sales Representative based on current pricing for special resins. All requests for Flame and Lectro Treating will be approved by exception only, and may include an application fee dependent on the order quantity and the size of the container. Prices are also subject to adjustments for changes in raw materials directly incurred by Alpha Packaging between the date of a purchase order and the date on which such materials are utilized by Alpha Packaging fulfilling the purchase order.

TERMS OF PAYMENT:

If Alpha grants payment terms to the customer, customer will make payments to Alpha Packaging without discount within 30 days after date of invoice for all domestic shipments. Automatic Clearing House (ACH) payments are encouraged. New accounts are not required to pay the first order in advance if credit terms are approved. Cash in Advance customers may pay with ACH, wire transfer, check, or credit card (MasterCard, Visa or American Express). Effective July 1, 2020, customers choosing to pay with credit card will be charged an additional fee of 3.5% for Mastercard and Visa, and 7% for American Express of the total invoice amount. Alpha will only accept one credit card per transaction, and a member of our Finance team will need to collect your credit card information each time you pay via credit card. Customers with approved credit terms must pay their invoice via ACH, wire transfer, or check within 30 days of the invoice date unless other arrangements have been agreed to with Alpha Packaging. International shipments must be paid by wire transfer at the time of order, unless other arrangements have been agreed to by Alpha Packaging. All invoices past 30 days will be subject to a 1.5% interest charge per month until paid in full, or at the highest rate allowed by applicable law if lower.

If payment is not made as provided herein, or if customer's financial responsibility becomes unsatisfactory to Alpha Packaging, Alpha Packaging may, at its option, elect any one or any combination of the following remedies: (1) withhold future deliveries of goods to customer until a failure has been cured or customer's financial responsibility has been established to Alpha Packaging's satisfaction; (2) require payment in advance as to future deliveries; (3) demand and receive return from customer of any goods under this or any other invoice for which payment has not been made; (4) transfer to its general stock, scrap, or resell for any prices and on any terms Alpha Packaging may choose any undelivered product for which Alpha Packaging has not been paid; and (5) cancel its acceptance of the order. The remedies contained in this paragraph are not exclusive and will be in addition to any other remedies available to Alpha Packaging under applicable law.

Remittance information for bottles shipping from US Locations:

Alpha Packaging
9099 Paysphere Circle
Chicago, IL 60674

Checks should be made payable to Alpha Packaging.

Customers may pay by credit card (MasterCard or Visa) at the time the order is placed. Credit card payments are accepted with applicable finance charges.

Contact Alpha Packaging Customer Service in St. Louis Missouri at 800-421-4772 for bank details if remitting by wire transfer.

Remittance information for bottles shipping from Alpha Packaging Vancouver [Vanga Products (Plastics) Inc.]:
Cheques should be made payable to: Vanga Products (Plastics) Inc.

Mailing Address for all Cheques:
Vanga Products (Plastics) Inc.

C/O VX5306 C/U
P.O. Box #7727
Vancouver, BC V6B 4E2 CANADA
Courier Address for all Cheques:
Vanga Products (Plastics) Inc.
Symcor Wholesale Lockbox
C/O CIBC Lockbox VX5306 C/U
2060 Quebec Street
Vancouver, BC V5T 4J7 CANADA

Please contact Customer Service for wire instruction details.

ACCEPTANCE:

Within 6 months after customer's ship date, customer must give written notice to Alpha Packaging of any claim by customer based upon condition, quality or grade of products or of any claimed nonconformity with customer's specifications. Claims of damage during shipping or packing list discrepancies must be reported to Alpha within 30 days of receipt of product. Customer's failure to comply with this policy will constitute irrevocable acceptance by customer of such products and will bind customer to pay Alpha Packaging for the full price of such products. Accepted products may not be returned for any reason without Alpha Packaging's written consent. See Other Returns section below for more details..

CANCELLATION /CHANGES:

Upon receipt of a customer's purchase order signifying their intent to pay for goods rendered, Alpha Packaging may begin activities to produce the ordered product. Customer may not cancel or change an order placed with and accepted by Alpha Packaging once production has started on the order without the prior written consent of Alpha Packaging.

Beginning August 1, 2020, Alpha is implementing a new order cancellation policy that will apply to all new and existing orders for any individual line items/SKUs totaling \$10,000 or more. This new policy is intended to stabilize & improve lead times for all customers by making sure that Alpha is only entering, scheduling and producing product that is truly needed. Cancellation fees are tiered percentages of the total cancelled value based on the date that you notify Alpha of the cancellation:

- Order cancelled more than 60 days from promise date = no cancellation fee
- Order cancelled 31 to 60 days from promise date = 15% cancellation fee
- Order cancelled 30 days or less from promise date = 25% cancellation fee

An order is deemed cancelled when the full order quantity for an item is cancelled; the requested item quantity is reduced by \$10,000 or more; the requested item on the purchase order is altered to a new SKU; or the requested date is pushed out by the customer more than 30 days.

All cancellation/change requests must be in writing. Customers should send cancellation orders directly to their Customer Service Representative for faster processing; if a customer does not have a Customer Service Representative, they may send cancellation requests to customer.service@alphap.com. Upon receipt of your request Alpha Packaging will respond to your inquiry within 2 business days.

TAXES:

All taxes, charges and other levies imposed by federal, state or local government on the manufacture, sale, shipment or use of Alpha Packaging products will be paid by the customer.

WARRANTY AND LIABILITIES:

Alpha Packaging warrants it has title to products delivered hereunder and that such products will conform to Alpha Packaging's product specifications. Alpha Packaging makes no other warranty or representation, expressed or implied, concerning the product or the merchantability or fitness thereof for any purpose. Alpha Packaging will not be liable for special, indirect or consequential damages of any kind under its provision of products to the customer, whether or not caused by negligence, and assumes no risk whatsoever as to the result of the use of product either singly or in combination with other material. Customer assumes the responsibility to analyze Alpha Packaging products and to test customer's



product compatibility and performance with Alpha Packaging products, and Alpha Packaging will have no liability for the consequences of customer using products that are not compatible. Any Alpha Packaging recommendations or suggestions regarding end uses and methods of use are offered only as recommendations based upon industry experience, and do not constitute a guarantee of performance with any product or package.

Notwithstanding anything to the contrary herein, the customer will be responsible to notify Alpha Packaging promptly and no later than six months from customer ship date after the receipt of any product of any questions as to any failure of the product to comply with the product specifications. Customer represents that it is familiar with the characteristics of the products it purchases from Alpha Packaging and assumes all responsibility and liability for and will indemnify and hold Alpha Packaging harmless from any and all loss or injury to persons or property arising out of handling, use or possession of product delivered to it. The customer prospectively waives and agrees not to assert any claim of any kind, whether based on delivery or non-delivery of product or on tort (e.g. negligence or strict liability) that is greater in amount than the purchase price of the quantity of product to which such claim relates.

INTELLECTUAL PROPERTY RIGHTS:

Alpha Packaging has no knowledge of customer's intended uses and has provided products based solely upon information furnished to Alpha Packaging by the customer. Alpha Packaging makes no representations or warranties to the customer regarding any infringement of intellectual property rights (or the absence thereof) resulting from the use of the products. Alpha Packaging reserves all intellectual property rights it may have in the products. All intellectual property rights with respect to any design and/or invention conceived or first reduced to practice, by Alpha Packaging in connection with Alpha Packaging products will remain the property of Alpha Packaging. All drawings, illustrations, dimensions, specifications performance projections, designs, plans, computations, and descriptions prepared by Alpha Packaging in connection with any work quotations, or contracts, whether of products or general engineering or other arrangements are Alpha Packaging property and must not be copied or disclosed to any other persons or used for any purpose whatsoever without Alpha Packaging's prior written consent.

WAIVER:

Any waiver by the parties of strict conformance with any of the terms and conditions of this Agreement will not be a waiver of any subsequent failure to comply with such terms and conditions.

ENTIRETY OF CONTRACT:

This Agreement and attachments contain the entire understanding between the parties, and supersede any other understanding arrangements whether oral or written except for any written agreement between customer and Alpha Packaging which refers to this section 12 and specifies those portions of this Agreement which are subordinate to any such written agreement.

ASSIGNMENT:

This Agreement will not be assigned by customer without prior written consent of Alpha Packaging.

FORCE MAJEURE:

Neither party will be liable for any failure or delay in performance hereunder which may be due, in whole in part, to fire, explosion, strike or labor difficulty, accident, breakdown of machinery or equipment, curtailment in the supply of natural gas, whether pursuant to actions or proceedings already or hereafter commenced, inability to obtain power, labor or materials from normal sources of supply, transportation or handling accidents or delays, act of God, act, order, regulation or request of government or other public authorities, war, riot, or civil disorder or any other cause or causes, of any nature beyond the control of the party affected. In the event of curtailment of supply of product due to any causes, Alpha Packaging will have the right to apportion deliveries of product on such basis as may appear to it to be equitable. Any accepted order which, due to any such causes will not have been filed by the end of Agreement term, may be

cancelled by either party with respect to product not then delivered.

GOVERNING LAW:

This Agreement will be governed by and construed under laws of the State of Missouri.

Shipping and Packing Details

Alpha uses a variety of stock carton sizes depending on the size and weight of the bottles being packed; please consult with Alpha Customer Service to determine the size and weight of the cartons if you have questions.

Dock Appointments

All US truck load carriers are required to call 24 hours in advance to establish a dock appointment. Please ensure our BOL # is used as the reference number when carrier arrives for pick up. Carriers without appointments will be loaded as time becomes available. Alpha reserves the right to reject unsafe or dirty trailers.

Shipping Hours

United States: Monday – Friday 8:00 A.M. to 4:30 P.M. local time.
Vancouver: Monday – Friday 7:00 A.M. to 3:00 P.M. local time.
Technigraph: Monday – Friday 7:00 A.M. to 3:00 P.M. local time.
Etten-Leur: Monday – Friday 8:00 A.M. to 4:00 P.M. local time.

Warehouse Addresses

Orders shipping from our St. Louis manufacturing plant will be available at:
1555 Page Industrial Blvd.
St. Louis, Missouri 63132
Tel: 314-428-7296

Orders shipping from our Jacksonville manufacturing plant will be available at:
1550 North Ellis Road
Jacksonville, Florida 32254
Tel: 904-229-0505

Orders shipping from our Bethlehem manufacturing plant will be available at:
2115 Spillman Drive
Bethlehem, Pennsylvania 18015
Tel: 610-974-9001

Orders shipping from our Cleveland manufacturing plant will be available at:
14801 Emery Avenue
Cleveland, Ohio 44135
Tel: 216-252-5595

Orders shipping from our Salt Lake City manufacturing plant will be available at:
2041 South 5070 West
Salt Lake City, Utah 84104
Tel: 801-746-7133

Orders shipping from our Ypsilanti manufacturing plant will be available at:
1236 Watson Avenue
Ypsilanti, Michigan 48198
Tel: 734-481-1373

Orders shipped from our Redlands warehouse will be available at:
1811 W. Park Avenue
Redlands, California 92373
Tel: 909-214-5088

Orders shipping from our Surrey, British Columbia, manufacturing plant will be available at:
Unit #102 – 2330 190th Street



Surrey, BC V3Z 3W7
Tel: 604-538-4088

Orders shipping from our Technigraph container decorating facility will be available at:
850 West Third Street
Winona, Minnesota 55987
Tel: 507-454-3830

Orders shipping from our Etten-Leur manufacturing plant will be available at:
Vossendaal 12
Etten-Leur, Netherlands 4878 AE
Tel: 31 (0) 24 34 34 245

Pallet Charges

All GMA1 pallets will be billed at the rate of \$8.00 each, Heat treated pallets will be billed at a rate of \$15.00 unless otherwise stated in writing by your Alpha Sales Representative, prior to ordering.

International Shipments

15 Cartons Per Pallet (may vary dependent upon means of transport)
150 cases on a 20 ft container
300 cases on a 40 ft container

Freight Classification = Subject to bottle/packaging density, 1 Harmonized Tariff Classification 3923.30.0000 Carboys, Bottles

Packing

Alpha has five primary methods of packaging our bottles:

- Tumble Pack – bottles are randomly packed in the carton in a predetermined quantity.
- Stack Pack – bottles are placed in the carton in rows and layers.
- Bag-in-a-Box – bottles are packed in single layers in plastic bags, sealed, and placed into a corrugate box. Bag-in-a-Box is only available at certain locations. Speak to your Sales Representative for details.
- PerfectPack / Bagging – bottles are packed in single layers in plastic bags, stacked pallet-high and shrink-wrapped. Bagging is only available for certain sizes of bottles. Speak to your Sales Representative for details.
- Layered Pallet / Tray Pack – bottles are placed in corrugated trays which are stacked in layers before being banded and/or shrink-wrapped for stability. Tray Packing is only available at select Alpha locations. Speak to your Sales Representative for details.

Alpha Packaging reserves the right to utilize the optimal packaging method based on bottle size, manufacturing location and packaging equipment available. Orders requesting deviations from standard packing are subject to a 10% upcharge. Please consult your Customer Service Representative to see how each item is packed.

Labeling

For items packed in cartons, Alpha labels each of its cartons with the standard item code, lot code (which identifies date and location of manufacture) and case pack quantity. Cases will be stacked on standard wood pallets approximately 108 inches tall (typically four cases high) and shrink wrapped in full pallets.

With the continued expansion of our make-to-stock program, we are instituting a new policy related to the relabeling of existing stock:

We encourage all customers to take our make-to-stock inventory as it is labeled, but if you require a custom pallet label applied to the shrink-wrapped pallet, we can accommodate that request at no charge.

If you require custom labels applied to every case on the pallet, a 10% relabeling fee will apply. This covers Alpha's cost to unwrap the pallet, reprint labels, relabel each case,

1555 Page Industrial Blvd
St. Louis, MO 63132
314-427-4300
www.alphap.com

scan that new data into our ERP system, and rewrap the pallet.

If you require repacking the make-to-stock bottles in a non-standard case or pallet configuration (including repacking on heat-treated pallets), deviations from standard packing are subject to a 10% upcharge. Unfortunately, we cannot relabel any quantity of cases that is a partial pallet.

The relabeling policy is effective April 1, 2020.

Quality Inquiries>Returns

Any customer desiring to return product to Alpha Packaging, please contact your Customer Service Representative for a Returned Goods Authorization (RGA) number and instructions. A customer will need prior authorization before any claim or credit will be considered. Consistent with the Terms and Conditions of Sale above, Alpha is responsible for replacement of bottles only once it is determined that they are not within specification or an acceptable quality level.

Other Returns

If a return is for reasons other than a quality concern, approval to return will be required based on if the product is a stock or made-to-order product. If the product is a stock product, the customer is responsible for the freight to the original FOB point, and Alpha will charge a 20% restocking fee if the product is returned in sellable condition. If the product needs to be repackaged, an additional 20% fee will be assigned. Made-to-order product may be considered for return only if other commercial outlets are available. If options are identified, product may be returned but may be subject to return charges like those listed above for stock products.

Debit Memos

We kindly ask that customers speak with our Customer Service Department prior to issuing debit memos to Alpha. This should be done within 30 days of delivery. A RGA number must be confirmed before a debit memo can be issued.

FDA Approved Resins

Alpha uses only FDA approved resins in the manufacture of our bottles. Please contact your Sales Representative for information on resin options, or to request resin specifications.

Raw Materials – Resins and Colorants

Alpha keeps on hand numerous kinds of resins and colorants which we designate as stock materials. Unless a different resin or colorant is specifically requested on the customer's purchase order, Alpha will produce bottles using our stock materials. Stock materials can change periodically, and it is the customer's responsibility to ask for the current resin or colorant specifications.

Certificates of Analysis

Requests for Certificates of Analysis, other documentation, marking, or alternate product specifications, must be made in writing at the time of order.

Heavy Gram Bottles

Heavy Gram Weight bottles in both HDPE and PET are available in some sizes and styles, for an upcharge. Please contact your Alpha Representative for pricing and specifications.

Sample Requests

Please contact your Customer Service Representative, or use the Alpha Packaging web site (www.alphap.com) to request samples of stock items in select standard colors. Alpha will usually ship your request within two working days by FedEx Ground. If expedited delivery is required, please provide your UPS or Federal Express account number for billing; we will try to ship all overnight and second-day service requests on the day they are received if the order arrives before noon CST. Sample requests received after noon CST, requests exceeding 24 pieces, and requests for items that are currently out of stock cannot be guaranteed to ship on the same day even when a shipping number is provided. All sample orders over 24 pieces must be accompanied by a FedEx or UPS shipping account number. Samples orders shipping to addresses outside the United States also require a valid FedEx or UPS shipping account number; Alpha Packaging cannot ship via DHL.



Alpha reserves the right to substitute similar bottles and colors when we do not have the exact item requested by the customer. Customers who cannot accept reasonable substitutions should indicate that substitutions are not acceptable in the "Comments" field on the sample request form. Alpha also reserves the right to limit the number of bottles based on available sample room inventory and bottle size.

Pro forma Invoices

We regret that we cannot issue a Pro forma invoice without a written customer purchase order. The purchase order must show:

Company Name
Shipping Address
Items Ordered
Description
Quantities
Pricing

Certificate Requests or Special Handling or Marking Requirements.

Pro forma invoices are valid for 10 days from the date of issue.

Distributor Policy

Download a copy of Alpha's Distributor Policy in a PDF format.

Questions

Should you have questions or comments about our products or our company please contact your Customer Service Representative at customer.service@alphap.com.

Customer Service

Tel: 800-421-4772 or 314-427-4300

Alpha Packaging is the trade name used by Alpha Plastics, Inc., a Missouri corporation and each of its affiliates including Alpha Packaging (Michigan) Inc., Alpha Plastics of Utah LLC, Alpha Packaging (North East) Inc., Alpha Packaging (Minnesota) Inc., Progressive Plastics, Inc., Vanga Products (Plastics), Inc., and Alpha Packaging B.V. These terms are applicable to any sale of products from Alpha Plastics, Inc. or from any affiliate of Alpha Plastics, Inc.

Updated June 22, 2021; These terms and conditions for Alpha Packaging will remain in effect until a later date modification is published.