



SOFT-PAK
SOFTWARE SOLUTIONS

The Curotto-Can
The Future of Automated Collection



TERMS AND CONDITIONS OF PURCHASE

1. Acceptance; Agreement. These Terms and Conditions apply to and govern all purchases by Buyer, as identified in the applicable Order ("Buyer"), and are incorporated into all Orders. "Order" means the supply agreement signed by the parties or purchase order issued by Buyer. "Supplier" means the person or entity to which a purchase order is addressed. "Goods" means the goods, and "Services" means the services, provided by Supplier to Buyer. Each Order shall be in writing and constitutes the entire agreement between Buyer and Supplier for purchase of the Goods and Services described therein, and supersedes all prior oral and written agreements relating thereto. Any additional, differing or conflicting terms contained in any quotation, proposal or other document issued by Supplier are hereby objected to and rejected, and Buyer shall not be bound by any such terms, unless explicitly agreed to in writing by Buyer. Supplier's commencement of work or other fulfillment of an Order shall constitute its unqualified agreement to be bound by these Terms and Conditions. No Order shall be construed as a "requirements contract," and Buyer shall not be obligated to purchase any Goods or Services from Supplier on an ongoing basis, unless explicitly agreed in writing by Buyer.

2. Prices; Price Warranty. The prices contained in the Order shall be fixed and binding. If no price is stated in the Order, the price shall be deemed to be the price at which the Goods or Services were last supplied to Buyer or the current market price, whichever is lower. Supplier warrants that prices shown in the Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating. Supplier warrants that the prices for the Goods and Services sold to Buyer hereunder are not less favorable than those currently extended to any other customer of Supplier for the same or similar goods or services in similar quantities. In the event Supplier reduces its price for similar goods or services during the term of the Order, Supplier agrees to reduce the price of the Goods or Services correspondingly.

3. Changes. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. All changes must be in writing and signed by Buyer. If any such changes cause an increase or decrease in the cost or time required for fulfillment of an Order, an equitable adjustment shall be made, and the Order shall be modified in writing accordingly. Supplier agrees to accept any such changes subject to this paragraph.

4. Delivery. Time is of the essence in any Order, and if delivery of Goods or Services is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate the Order by notice effective when received by Supplier as to Goods or Services not yet supplied and to purchase substitute goods or services and charge Supplier for any damages incurred. Supplier will notify Buyer in advance about any circumstance that may lead to a delay in delivery. Buyer shall not be obligated to accept early, late, partial or excess deliveries, unless agreed to in advance in writing.

5. Documentation. Supplier shall provide all documentary evidence of origin (e.g. certificates of origin, suppliers' declarations, movement certificates, regarding EC and/or EFTA regulations concerning origin) with each delivery of Goods and shall ensure that all such evidence is properly signed by an authorized representative of Supplier. All Goods subject to CE regulation or certification must bear appropriate certifications by Supplier and must be accompanied by all required covering documents associated with such certification. In the event that any Goods are, in part or in full, subject to export restrictions pursuant to the European Community, German or other foreign trade and payment legislation, Supplier shall inform Buyer immediately.

6. Payment; Taxes and Duties. Payment shall be conditional upon the Goods and Services being supplied in all respects in accordance with the Order and upon Buyer's receipt of a proper invoice. Such invoice shall correctly specify the purchase order number, order date, the Goods and Services supplied, the date of supply, and the sum due. Unless otherwise stated by Buyer, payment terms shall be net one hundred twenty (120) days. Supplier shall be solely responsible for filing all appropriate tax forms and paying all applicable taxes, duties, export preparation/documentation charges resulting from Buyer's purchase of the Goods and Services.

7. Title and Risk of Loss; Shipment. Unless otherwise stated by Buyer, title and risk of loss for the Goods shall pass to Buyer upon delivery DDP, Buyer's premises (Incoterms® 2020). If in order to comply with Buyer's required delivery date it becomes necessary for Supplier to ship by a more expensive method than specified in the Order, any increased shipping costs resulting therefrom shall be paid by Supplier unless the necessity for such modified shipping was caused by Buyer.

8. Provision of Services. Supplier warrants that it has and shall maintain at all times the qualifications, capability, experience, financial capacity, resources, permits, licenses and registrations necessary to perform any Services. Supplier shall coordinate with Buyer the timing and performance of any Services rendered. Supplier shall perform and supervise any Services rendered using Supplier's best skill and attention. Supplier shall be solely responsible for the means, methods, techniques, and procedures for performance of any Services. Supplier shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and workers at the work site and other persons who may be affected thereby; (b) materials and equipment to be incorporated in the work under the care, custody or control of Supplier or any subcontractor employed or retained to perform any Services; and (c) other property at the work site or adjacent thereto. Supplier shall perform any Services as an independent contractor, retaining control over and responsibility for Supplier's and any subcontractors' activities undertaken hereunder. Supplier and its subcontractors shall not be considered Buyer's employees or agents and shall not have authority to contract in the name of or bind Buyer or be entitled to receive any benefits offered to Buyer's employees. Upon payment of Supplier's final invoice, if requested by Buyer, Supplier shall provide Buyer with full lien waivers, waiving

the rights of Supplier and/or its subcontractors in any Goods or Services provided.

9. Warranty. Supplier expressly warrants that all Goods and Services furnished under this agreement shall conform in every respect to any scope of work, specifications, drawings, samples or descriptions provided by Buyer or upon which the Order is based. If Supplier renders Services, Supplier shall perform such Services in a high quality, error-free, and professional manner, with the degree of skill and competence that would be expected of highly trained professionals in Supplier's industry. All Goods shall be new, of the highest quality, and free from defects in material or workmanship. Supplier warrants that such Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and that any Goods will be adequately contained, packaged, marked, and labeled. Supplier warrants that it conveys the Goods to Buyer with good title, free of any liens or other encumbrances or claims by any third party of infringement or violation of proprietary or other rights. Supplier warrants that the Goods and Services shall conform to any and all applicable technical and safety provisions and comply in all respects with any and all applicable industry, federal, state and local laws, regulations, directives and standards including, but not limited to, those concerning safety, labor, health, environmental and fire. Supplier further warrants that all Goods furnished hereunder will be merchantable, and will be safe and appropriate for its manufactured purpose. If Supplier knows or has reason to know the particular purpose for which Buyer intends to use the Goods, Supplier warrants that such Goods will be fit for such particular purpose. Supplier warrants that the Goods furnished will conform in all respects to samples. Inspection, testing, acceptance or use of the Goods or Services furnished hereunder shall not affect the Supplier's obligation under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier's warranty shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. All manufacturers' and other warranties applicable to Goods and Services furnished by Supplier are hereby assigned to Buyer. Supplier agrees to replace, or correct errors or defects in, any Goods or Services not conforming to the foregoing warranties promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Supplier with the opportunity to do so. In addition to Buyer's other rights, in the event of failure of Supplier to correct errors or defects and/or replace nonconforming Goods or Services promptly, then Buyer, after reasonable notice to Supplier, may make such corrections or replace such Goods or Services and charge Supplier for the costs and losses incurred by Buyer in doing so, or may return the Goods at Supplier's expense for a full refund of any amounts paid. For Goods, the warranty period shall be the greater of: (i) two (2) years from the date of sale of Buyer's product which incorporates the Goods; (ii) three (3) years from delivery of the Goods; or (iii) Supplier's maximum warranty period for the Goods. For Services, the warranty period shall be one (1) year from the completion of such Services.

10. Inspection; Testing. Buyer shall have the right to inspect the Goods at Supplier's premises or after delivery, and may reject any Goods or Services which are in Buyer's good faith judgment of poor quality, defective or nonconforming. Supplier will provide Buyer with safe access to its facilities for purposes of any inspection. Goods rejected and/or supplied in excess of agreed quantities may be returned to Supplier at its expense and, in addition to Buyer's other rights, Buyer may charge Supplier all expenses of unpacking, examining, repacking and reshipping such Goods. In the event Buyer receives Goods or Services whose poor quality, defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Supplier shall carry out continuous quality testing and shall

maintain procedures to ensure that only high quality Goods are sold to Buyer. Nothing contained in this Order shall relieve in any way the Supplier from the obligation of testing, inspection and quality control. Payment for the Goods or Services furnished hereunder shall not constitute acceptance thereof.

11. Confidentiality; Advertising. Supplier shall consider all information furnished by Buyer (hereinafter referred to as "Information") to be confidential and shall not disclose any such Information to any other person, or use such Information itself for any purpose other than performing this agreement, unless Supplier obtains written permission from Buyer to do so. Information shall include, without limitation, any customer, prospect and price lists, plans, photographs, designs, component designs, drawings, blueprints, specifications, inventions, technical data, trade secrets, and any other materials relating to this order or to the business of Buyer. All Buyer Information is and shall remain the property of Buyer. Upon Buyer's written request or the termination of this agreement, Supplier shall return to Buyer all Buyer Information. In no event will Supplier use less than the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care, to prevent the unauthorized disclosure or use of Buyer's Information, and such obligation shall extend to Supplier's employees, agents and subcontractors. Supplier will not, without the prior written consent of the Buyer, advertise, publicly announce or provide to any other person information relating to the existence or details of the Order or use the Buyer's name in any format for any promotion, publicity, marketing or advertising purpose. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Buyer shall be deemed secret or confidential and Supplier shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws.

12. Buyer Property. All equipment, jigs, tools, drawings, fixtures, dies, molds, patterns, materials and other such items supplied to Supplier by or at the expense of Buyer shall remain Buyer's property, and Supplier shall not cause nor permit any lien to be placed upon such property. Supplier will maintain such items in good working order. Supplier shall ensure that the above items are clearly marked and stored as being the legal property of Buyer and that they are not used for contracts for any third party. While such items are in the possession of Supplier, Supplier shall make provision to adequately insure, against all normal risks, all such items that are the property of Buyer, and Buyer shall be named as an additional insured.

13. Ownership of Work Product. All materials, and any inventions (whether or not patentable), works of authorship, trade secrets, ideas, concepts, trade names and trade or service marks created or prepared for Buyer (collectively "Inventions"), shall belong exclusively to Buyer. Standard goods manufactured by Supplier and sold to Buyer without having been designed, customized, or modified for Buyer do not constitute Inventions. Furthermore, any works conceived or reduced to practice by Supplier which were developed entirely on Supplier's own time without using equipment, suppliers, facilities, or Buyer's information do not constitute Inventions. Supplier hereby assigns the worldwide right, title and interest in and to the Inventions to Buyer. Buyer shall have the right, at Buyer's option and expense, to seek protection by obtaining patents, copyright registrations, and filings related to proprietary or intellectual property rights. Supplier agrees to execute, and to cause its employees to execute, such documents, applications, and conveyances and to supply information as Buyer shall request, in order to permit Buyer (at Buyer's expense) to protect, perfect, register, record and maintain its rights in the Inventions and effective ownership of them throughout the world.

These obligations survive the expiration or termination of this agreement.

14. Insurance. Supplier and its subcontractors, if any, shall maintain all necessary insurance coverages, including public, product, auto liabilities and worker's compensation insurance. Supplier shall indemnify, defend and hold harmless Buyer from any and all claims or liabilities arising out of the work rendered by Supplier and its subcontractors. Supplier shall provide a certificate to Buyer evidencing such insurance coverage and naming Buyer as an additional insured. The policy shall contain minimum limits of \$2 million per occurrence with an aggregate of \$5 million and, with respect to worker's compensation insurance, shall contain the limits required by applicable law.

15. Indemnification. Supplier shall indemnify, defend and hold harmless Buyer, its directors, officers, parents, affiliates, subsidiaries, employees, agents, successors, and assigns against any suits, actions or proceedings at law or in equity (including costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and all claims, losses, damages, judgments, obligations, liabilities and expenses arising out of or resulting in any way from: (i) any defects in the Goods or Services purchased; (ii) any acts or omissions of Supplier, its agents, employees or subcontractors; or (iii) any claim of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) arising out of the purchase, sale or use of the Goods or Services whether such Goods or Services were provided alone or in combination with other products, software or processes. Supplier expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification. If Supplier fails to fulfill any of its obligations under this paragraph or this agreement, Supplier agrees to pay Buyer all costs, expenses and attorney's fees incurred by Buyer to establish or enforce Buyer's rights under this paragraph or this agreement. This indemnification shall be in addition to the warranty obligations of Supplier.

16. Termination for Convenience. Buyer reserves the right to terminate any Order or any part thereof for its sole convenience. Upon such termination, Supplier shall immediately stop all work under the Order, and shall immediately cause its suppliers or subcontractors to cease any work. Buyer will pay Supplier an equitable amount (which shall not include indirect costs or lost profits) as determined by Buyer for work performed under the Order as of the notification date resulting directly from any termination for convenience. Supplier shall not be paid for any work done after receipt of the termination notice, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. Supplier shall not unreasonably anticipate the requirements of this Order.

17. Termination for Cause. Buyer may terminate any Order or any part thereof for cause in the event of any default by Supplier, including without limitation late deliveries, deliveries of defective or non-conforming Goods, breach of agreement, or failures to provide Buyer, upon request, with adequate assurance of future performance. Upon termination for cause, Buyer shall not be liable to Supplier for any amount other than for Goods and Services accepted by Buyer, and Supplier shall be liable to Buyer for all damages incurred by reason of the circumstances giving rise to the termination for cause. If it should be determined that Buyer improperly terminated this agreement for cause, such termination shall be deemed a termination for convenience.

18. Force Majeure. Without liability to Supplier, Buyer may delay delivery or acceptance of the Order, or cancel the Order completely, as a result of circumstances beyond Buyer's control which make performance commercially impractical including, but not limited to, acts of God, fire, unusually severe weather, flood, acts of war, government action, accident, strikes, labor difficulties

or shortages, or inability to obtain materials, equipment or transportation. In the event of a delay, Supplier shall hold the Goods subject to such delay at the direction of the Buyer and shall deliver them when the causes affecting the delay have been removed.

19. Entire Agreement; Modification. This agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This agreement may not be varied, modified, altered, or amended unless agreed to in writing by the parties. The terms and conditions of this agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Supplier.

20. Assignment; Subcontracting; Waiver; Severability. No part of Supplier's rights or obligations under the Order may be assigned or subcontracted without the prior written approval of Buyer. Any assignment or transfer without such written consent shall be null and void. The sub-contracting by Supplier of any obligation hereunder shall not relieve Supplier of such obligation. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of Buyer without restriction. A waiver of any default hereunder or of any term or condition of this agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. If any provision of this agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. Limitation on Buyer's Liability. IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. Set-off. All claims for money due or to become due from Buyer to Supplier shall be subject to deduction or set-off by Buyer by reason of any counterclaim arising out of this or any other transaction between Buyer and Supplier.

23. Compliance with Laws. Supplier shall comply with all applicable laws, rules, regulations, orders and standards that relate to the furnishing, manufacture, labeling, transportation, importation, exportation, use, operation, licensing, approval or certification of the Goods and Services, including, but not limited to, those relating to environmental matters, product safety, wages and hours, conditions of employment, subcontractor selection, discrimination, occupational health/safety, motor vehicle safety and those prohibiting public corruption and commercial bribery. Supplier represents that neither it nor any of its subcontractors will engage in or utilize human trafficking, child, slave, prisoner or any other form of forced or involuntary labor. Upon request, Supplier shall provide Buyer with such information and cooperation as Buyer may require in order to meet any obligations Buyer may have under any conflict minerals laws.

24. Applicable Law; Jurisdiction. This agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Connecticut. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this agreement shall be in the United States District Court, District of Connecticut or, if federal jurisdiction is lacking in such legal action, in the Superior Court of the State of Connecticut.

25. Equal Employment Opportunity. The Equal Employment Opportunity Clauses as set forth in 41 CFR 50-250.5(a), 41 CFR 60-1.4(a) and 41 CFR 60-741.5(a) are incorporated herein by reference.