



## TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE; AGREEMENT.** This purchase order (the "PO"), including these Terms and Conditions of Purchase (collectively, these "Terms") is an offer by Jack Black LLC, ("Buyer") to purchase the goods ("Goods") and/or services ("Services") (the Goods and Services are sometimes collectively, the "Deliverables") described in the PO from the person or entity to whom the PO is addressed ("Seller"). These Terms are the only terms and conditions which govern the purchase of Deliverables by Buyer and supersede all other terms and conditions, oral or written, and all other communications between the parties. These Terms expressly limit acceptance to these provisions. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the provisions of these Terms is hereby deemed material and rejected. Unless otherwise stated herein, Seller's acknowledgment of Buyer's PO, shipment of Goods, or commencement of any work or performance of any Services shall constitute acceptance by Seller of these Terms.
2. **PRICING.** Seller will furnish the Deliverables at the prices stated on the face of the PO. Unless otherwise provided on the face of the PO, the prices are firm and shall include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges. To the extent value added tax (or any equivalent tax) is properly chargeable on the supply to Buyer of any Deliverables, Buyer will pay the tax as an addition to amounts otherwise due Seller under these Terms, if Seller provides to Buyer a value-added tax (or equivalent tax) invoice. To the extent Buyer has not received from Seller all applicable forms regarding compliance with applicable tax law, Buyer reserves the right to deduct from any payment to Seller pursuant to these Terms those amounts that Buyer, in its sole discretion, deems to be required to be withheld. Upon the agreement of the parties to reduced pricing for the Deliverables, such pricing shall immediately apply to all Goods in consignment, stocking or replenishment arrangement with Seller, all undelivered Deliverables, all open and unfilled PO's, and all future PO's.
3. **INVOICING; PAYMENT.** Unless otherwise requested by Buyer, invoices shall (a) be rendered separately for each delivery; (b) cover not more than one PO; and (c) be rendered with order number noted thereon. Except as otherwise stated on the face of the PO, Buyer shall pay Seller's undisputed invoices within sixty (60) days of receipt of the invoice.
4. **SHIPPING REQUIREMENTS.** In order to use Buyer's courier for shipping Goods, Seller must (a) palletize all shipments, and clearly mark pallets with "DO NOT DOUBLE STACK" notice, and top with pallet cone (unless otherwise instructed by Buyer); (b) request a bill of lading from Buyer or issue a bill of lading with a third party biller with no address indicated; and (c) provide to Buyer the shipment weight, pallet count, dimensions, and carton count prior to pick up.
5. **INVENTORY.** For Sellers using Buyer supplied components, Seller shall confirm receipt of such components within one (1) business day of receipt by forwarding to Buyer any documentation, i.e., packing list. Upon completion of an Order, Seller shall provide an inventory report detailing (a) quantity of components received; (b) quantity of components used to fulfill the Order; and (c) remaining quantity of components. Scrap rates exceeding 10% for labels, 2% for pass on decoration, and 5% for all other components shall require Seller to reimburse Buyer for any scrapped components in excess of allowable scrap rates stated above unless otherwise agreed to by Buyer.
6. **DELIVERY.** Unless otherwise stated on the face of the PO, the following terms shall apply. Time is of the essence with respect to the Deliverables. If the Deliverables are not commenced by the specified starting date or completed within the specified time, Buyer may, in addition to any other rights or remedies it may have, terminate the PO, without liability, for Deliverables not yet provided and purchase substitute deliverables and charge Seller for any extra costs. If, in order to comply with Buyer's specified delivery date, Seller must ship by a more expensive way than specified herein, Seller shall pay any increased costs. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits. Seller will provide Buyer with (a) the Harmonized Tariff Schedule number or Common Customs Tariff classification, as applicable, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information Buyer may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Seller will provide Buyer all information necessary to substantiate the Goods' qualification under an FTA. Seller will exert reasonable efforts to qualify the Goods under FTAs.
7. **TITLE & RISK OF LOSS.** Risk of loss is controlled by the INCOTERMS shown on the face of the PO. Title to Goods shall pass to Buyer upon delivery to Buyer's designated delivery location.
8. **CONFIDENTIALITY; INTELLECTUAL PROPERTY.** All information, including without limitation the terms of this PO, specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Seller by or on behalf of Buyer; or (b) Seller will design, develop, or create in connection with these Terms; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Seller has or will design, develop or create are deemed to be "Confidential Information" of Buyer. All Confidential Information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to Buyer, with Buyer having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in Buyer, Seller irrevocably assigns transfers and conveys to Buyer all right, title, and interest therein. Buyer's Confidential Information shall remain the property of Buyer. It may not be used by Seller for any purpose other than for performance under these Terms, may not be disclosed to any third party, and will be returned to Buyer upon the earlier of Buyer's written request or completion of the PO. If, with Buyer's prior written approval, Seller furnishes Confidential Information to a Subcontractor, Seller will bind the subcontractor to confidentiality requirements substantially identical to this provision and Seller shall remain responsible to Buyer for any breach of this provision by its subcontractor(s).
9. **WARRANTIES.** Seller represents and warrants that (a) the Deliverables will (i) conform with the specifications, drawings, descriptions and/or samples furnished or specified by Buyer, (ii) be free from defects in material, workmanship and design, (iii) be of good merchantable quality and fit and sufficient for the purposes intended, (iv) be free and clear of all liens, Claims (as defined below), security interests or other encumbrances, (v) be free of alleged or actual infringement or misappropriation of any third party's intellectual property and proprietary rights; and (vi) produced or provided in compliance with, and meet all requirements and standards of, all applicable foreign, federal, state, and local laws and regulations. As to Services, Seller warrants that (b) it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the Services, (c) the Services will be performed in a safe and workmanlike manner, and (d) the Services will be performed in accordance with the highest standards in the industry. All warranties shall survive termination of these Terms as well as any inspection, testing, delivery, acceptance and payment, or failure to inspect, test or discover any defect or other nonconformance. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Deliverables with the foregoing warranties. In addition to Buyer's entitlements from this warranty or statutory liability for defects, and other remedies available to Buyer in law or equity, Seller undertakes to pay to Buyer for each day of default a contractual penalty of 0.1 % of the purchase price of the defective Deliverables in the event of default to comply with its obligations under warranty or statutory liability for defects (in addition to any possible discounts in the purchase price). **NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY EXPRESS OR IMPLIED WARRANTIES OR SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.**

10. **QUALITY.** Vendor shall notify Buyer within three (3) days of becoming aware of an issue or potential issue with the manufacturing, quality, or overall fitness of the Goods, including, but not limited to any regulatory changes that may affect the Goods and/or their specifications. Vendor shall maintain quality control for production of any Goods in accordance with all regulatory requirements, Buyer's specifications and leading industry standards. In addition, if Vendor entered into a Supplier Quality Agreement, it is fully incorporated herein by reference. Vendor shall promptly provide to Buyer, any certifications and quality test data (using test protocol acceptable to Buyer) as required by the specifications or Buyer's Order, or upon request, as applicable. In the event that Buyer determines that any Goods delivered hereunder are defective leading to a recall or other market action of any of Buyer's products incorporating such Goods ("Recall"), Vendor shall provide full assistance and cooperation to Buyer in all aspects of the Recall, including, but not limited to, preparing and providing investigations, reports, records, and other information, and taking such further actions as Buyer or any regulatory authority shall require.
11. **COMPLIANCE WITH LAWS AND INTEGRITY.** Seller will comply with all laws, regulations and ordinances and Buyer's Supplier Code of Conduct ("SCOC") in the performance under these Terms, and the SCOC is incorporated by reference herein. Seller agrees to abide by and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the SCOC and that effectively prevents and corrects ethical violations and maintains compliance with laws. Buyer's SCOC can be found at <http://edgewell.com/supplier-relations/>. Seller shall implement the Buyer's criteria of any supply chain security program for the country of import of the Goods such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT), the Canadian Partners in Protection (PIP) Program or other reciprocal authorized economic operator program. Upon request, in form and substance satisfactory to enable Buyer to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH"), Seller shall provide Buyer with complete information regarding the chemical composition of any Goods supplied under these Terms, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH promptly, but no later than thirty (30) days of receiving such request. Absent Buyer's prior written consent, no Goods shall contain any of the substances identified in (a) Article 4(1) of the Directive 2015/863/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (the "RoHS Directive") as the RoHS Directive may be updated from time to time and as such Directive is implemented in any country, but only to the extent that the Directive applies to the commercialization, sale or use of such Goods, or (b) similar applicable laws or regulations (including, without limitation, the U.S. Department of Transportation and California Proposition 65), restricting the use of hazardous materials in such other jurisdictions to the extent that any such law or regulation applies to the commercialization, sale or use of such Goods. If such prior written consent is given, then Seller shall inform Buyer in writing of same, and properly warn, label, package and ship such hazardous materials in accordance with all applicable laws and regulations. Further, prior to shipment and upon request, Seller shall identify and provide to Buyer compliant material safety data sheet information and RoHS Directive information for covered Goods. Goods shall comply with the restrictions set forth in the Montreal Protocol on ozone-depleting substances. Seller shall be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant to the most current version of Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (the "WEEE Directive") as the WEEE Directive may be updated from time to time and as such Directive is implemented in any country. US Equal Employment Opportunity Regulations. To the extent employment activities of Seller occur in the United States and, if otherwise applicable, Seller and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Seller represents and warrants that it will take no action, directly or indirectly, that would constitute a violation by Buyer or Seller of the U.S. Foreign Corrupt Practices Act of 1977, as amended from time to time, the UK Bribery Act of 2010, as amended or any other applicable anti-bribery or anti-corruption law or regulation.
12. **INSPECTION.** All Deliverables are subject to inspection by authorized representative(s) of Buyer and/or Buyer's customers at all reasonable times and places, including during production. No Deliverables shall be considered accepted prior to inspection by Buyer at Buyer's place of business. Buyer reserves the right to reject or to revoke acceptance of Deliverables which fail to meet any requirement of Buyer's PO, notwithstanding any payment or any prior inspection or test.
13. **INDEMNIFICATION.** Seller, shall indemnify, hold harmless and defend Buyer, its affiliates and their respective successors and assigns, and its customers ("Indemnitees") against all lawsuits, damages, losses, costs, expenses, claims, liabilities, judgments, fines, settlements or penalties, whether direct, indirect, incidental, consequential, or otherwise, including all attorney's fees and litigation costs arising from or related to the Deliverables, (collectively, "Claims") including, without limitation, Claims for: (a) personal injury, property damage, and other damage, arising out of, relating to, or in connection with, the Deliverables; (b) Seller's actual or alleged negligence, act or omission; (c) patent, copyright, trademark or trade dress infringement by Seller; (d) misappropriation of a trade secret by Seller; (e) Seller's failure to comply with all these Terms or any other agreement between Buyer and Seller, or (f) any Recall. Seller shall not enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. This indemnification is in addition to the warranty obligations of Seller. Indemnitee may participate in the defense or negotiations to protect its interests. In the case of infringement or misappropriation of trade secrets, Seller shall, at Buyer's option and Seller's expense, obtain for Buyer either the right to continue using and/or selling the Deliverables or replace or modify the Deliverables to make them non-infringing without any loss of functionality.
14. **DATA SECURITY.** Seller shall establish an information security program with respect to Buyer data which: (a) ensures the security and confidentiality of Buyer data; (b) protects against any anticipated threats or hazards to the security or integrity of Buyer data; and (c) protects against any unauthorized use of or access to Buyer data. Seller will also establish and maintain network and Internet security procedures, protocols, security gateways and firewalls with respect to Buyer data, and will ensure that all of the foregoing is no less rigorous than those safeguards and procedures maintained by Seller for its own data and information of a similar nature. If Seller becomes aware of any actual, threatened or reasonably foreseeable circumstance that permits or is reasonably expected to permit unauthorized access to or disclosure or use of Buyer data, Seller will, at its own expense, immediately notify Buyer of such security breach, perform a root cause analysis thereon, and remediate such security breach.
15. **INSURANCE.** Seller shall obtain and at all times during which these Terms are in effect maintain at its cost the following insurance with insurers having a current A.M. Best rating of "A- VIII" or better: primary comprehensive or commercial general liability insurance with limits of at least USD\$1 million per occurrence and USD\$2 million annual aggregate combined single limit for bodily injury and property damage, including coverage for: (a) Products and Completed Operations liability; (b) Blanket Contractual liability; and (c) Cross Liability endorsement or Severability of Interest clause, naming Buyer as an additional insured. In addition, Seller is responsible for maintaining an adequate level of insurance to cover any potential losses due to damage to Buyer property under Section 19. All insurance required by this Section must cover Buyer, its subsidiaries and affiliates, and their respective officers, directors, shareholders, members, managers, employees and agents as additional insureds. Before providing any Deliverables, Seller will provide to Buyer evidence that Seller maintains the described insurance, and that the coverage will not be changed without thirty (30) days' advance written notification to Buyer. Except where prohibited by law, Seller will require its insurers to waive all rights of recovery or subrogation against Buyer, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, members, managers, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation herein.
16. **LIENS.** Seller hereby waives and releases any and all liens, Claims, and rights to (a) mechanic's, construction and similar liens under applicable laws, and on (b) the monies or other considerations due or becoming due from the Buyer on account of Deliverables furnished or to be furnished by the Seller. Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance under these Terms and shall indemnify Buyer against all costs, loss or liability incurred by Buyer as a result of any failure by Seller or any other person to comply with this provision.

17. **CHANGES.** Buyer shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, a mutually agreed upon equitable adjustment shall be made therein. Seller agrees to accept any such changes subject to this section.
18. **SET OFFS.** Buyer has the right to set off against any amounts due Seller hereunder from any amounts owed to Buyer by Seller arising from this or any other transaction.
19. **RECALL.** In the event that Buyer determines, in its sole discretion, that any defect, nonconformance or deficiency in any of the Deliverables requires a field campaign, recall or similar action ("Recall"), to repair, replace, or remediate any Goods or any of Buyer's products in which Goods are incorporated, or re-perform any Services, Seller shall be liable to Buyer and its customers for all Claims.
20. **FORCE MAJEURE.** Buyer shall not be liable for failure to pay.
21. **TERMINATION FOR CAUSE.** Buyer may terminate its PO without liability, in whole or in part, at any time, if (a) Seller fails to provide the Deliverables by the specified time or any extension thereof authorized by Buyer in writing; (b) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (c) Seller executes an assignment for benefit or creditors; (d) a receiver is appointed for Seller or any substantial part of its assets; (e) Buyer shall have any reasonable ground for insecurity with respect to Seller's ability to perform and Seller is unable to provide Buyer with adequate assurance of its ability to perform within ten (10) days after written request therefore by Buyer; or (f) Seller does not meet Buyer's specification, quality criteria, or the Deliverable(s) are unacceptable in Buyer's sole discretion. Buyer's right under this section to terminate its PO is not an exclusive remedy. No termination shall affect any accrued rights or obligations of either party as of the effective date of such termination.
22. **TERMINATION FOR CONVENIENCE.** Buyer may terminate this PO at its convenience at any time by written notice to Seller.
23. **TOOLING.** Any tooling, molds, plates, provided by or specifically paid for by Buyer shall be considered Confidential Information, and remain the sole property of Buyer. Seller shall be responsible for maintenance of the tooling while in its possession and shall return tooling to Buyer immediately upon demand. Seller waives any lien rights or other rights to retain tooling and acknowledges that its obligation to return tooling upon demand is unconditional. Seller grants Buyer the right to file liens and similar filings in any jurisdiction that Seller determines appropriate.
24. **AUDIT.** Buyer and its designees shall have the right to audit and inspect Seller and Seller's suppliers to determine Seller's and its supplier's compliance with the PO, quality of the Deliverables, compliance with laws and these Terms.
25. **NOTICES.** Any and all notices or other communications required or desired to be given in connection with this PO shall be given in writing and will be deemed effective upon electronic delivery to a valid email address; personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested; or one business day after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in the PO (or such other addresses a party may designate in writing from time to time).
26. **BUYER INFORMATION.** BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION PROVIDED BY BUYER TO SELLER. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Seller acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent estimates for planning purposes only.
27. **LIMITATION OF LIABILITY.** TO THE EXTENT IT IS NOT PROHIBITED BY LAW, BUYER IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL BUYER'S LIABILITY TO SELLER ARISING FROM THIS PO EXCEED THE PRICE OF THE DELIVERABLES PURCHASED HEREUNDER. THE EXCLUSIONS AND LIMITATIONS OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.
28. **WAIVER.** All waivers by Buyer shall be in writing. Failure of Buyer at any time to require Seller's performance of any obligation hereunder shall not affect Buyer's right to require performance of that obligation. No delay or omission in the exercise of any right, power, or remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein.
29. **GOVERNING LAW.** These Terms shall be governed by and construed under the laws of buyer's domicile, without giving effect to its principals or rules of conflict laws. At Buyer's option, any controversy or Claim arising out of or relating to these Terms may be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules ("Rules"), which Rules are deemed to be incorporated by reference to this section, applying the laws of the domicile of the Buyer affiliate, without regard to principles of conflicts of laws. The place of arbitration shall be held in the domicile of the Buyer affiliate. The arbitral tribunal's judgment and award shall be final and binding and enforceable in any court of competent jurisdiction.
30. **MISCELLANEOUS.** Nothing in these Terms will be construed to place Seller and Buyer in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in these Terms shall give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. Seller shall not assign Buyer's PO or any monies due or to become due from Buyer hereunder without Buyer's prior written consent. Buyer's rights and remedies are cumulative, not exclusive, and in addition to any rights and remedies it may have under these Terms, any contract and at law and/or in equity. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of these Terms and are included solely for the convenience of the parties. The terms and conditions of purchase contained herein shall take precedence in determining the legal relationship of the parties. If any term or condition of this PO shall to any extent be deemed invalid or unenforceable, the remainder of the PO shall not be affected thereby, and each term and condition of this PO shall be valid and enforceable to the fullest extent permitted by law.