

ADVANCED POLY-PACKAGING, INC.

STANDARD LIMITED WARRANTY - NEW EQUIPMENT

1. Limited Warranty

Advanced Poly-Packaging, Inc. ("APPI") warrants to the original purchaser ("Purchaser") that New APPI Equipment will be free from defects in material and workmanship under normal use and service during the applicable Warranty Period.

Subject to the terms, conditions, limitations, and exclusions stated in this Limited Warranty, APPI will, at its sole option, repair or replace any component that APPI determines to be defective in material or workmanship. APPI may use new, repaired, reconditioned, remanufactured, or functionally equivalent parts or components in performing warranty service.

This Limited Warranty applies only to New APPI Equipment purchased from APPI or an authorized APPI distributor.

2. Warranty Period

THE STANDARD WARRANTY PERIOD IS TWELVE (12) MONTHS FROM THE DATE OF DELIVERY TO PURCHASER OR 1,000,000 OPERATING CYCLES, WHICHEVER OCCURS FIRST.

For purposes of this Limited Warranty, operating cycle count will be determined from the cycle-counting system designated by APPI for the applicable equipment. Tampering with, disabling, resetting, bypassing, or altering the designated cycle counter without APPI's written authorization may result in denial of warranty coverage if APPI cannot reasonably verify the actual cycle count.

Any repaired or replaced part or component is warranted only for the unexpired portion of the original Warranty Period. Repair or replacement does not restart or extend the original Warranty Period.

3. Purchaser's Sole and Exclusive Remedy

PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY IS, AT APPI'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE COVERED DEFECTIVE PART OR COMPONENT.

If APPI determines that repair or replacement is not commercially practicable, APPI may, at its sole option, refund the amount actually paid to APPI for the affected equipment or component, conditioned upon its return to APPI. APPI's responsibility under this Limited Warranty is limited to the remedies expressly stated in this section.

4. Obtaining Warranty Service

Purchaser must promptly notify APPI or an authorized APPI distributor or service representative after discovery of the claimed defect. APPI may require reasonable troubleshooting or diagnostic procedures before authorizing the return of equipment or components.

A warranty claim must include or provide, upon reasonable request:

- Equipment model and serial number;
- Current operating cycle count;
- Date of delivery and dated proof of delivery;
- A description of the claimed defect or malfunction;
- Photographs, video, fault codes, data, or other diagnostic information reasonably requested by APPI; and

- Maintenance or service records when relevant to determining the cause of the claimed failure.

No equipment or component should be returned without prior return authorization from APPI. Receipt of returned equipment does not constitute acceptance of the claim as covered by warranty.

5. Shipping and Risk of Loss

When APPI authorizes a return for warranty evaluation, Purchaser must package the equipment or component adequately and ship it to APPI or the location designated by APPI. Purchaser is responsible for inbound shipping charges, insurance, and related fees, and risk of loss or damage remains with Purchaser until the returned equipment or component is received at the designated location.

If APPI determines that the claim is covered, APPI will repair or replace the covered defective component. For return shipments to a destination within the United States, APPI will prepay standard return shipping, insurance, and applicable shipping-related fees. For return shipments to a destination outside the United States, Purchaser is responsible for all return shipping charges, insurance, customs duties, taxes, brokerage fees, import or export fees, and other shipping-related charges unless APPI expressly agrees otherwise in writing.

If APPI determines that the condition is not covered, APPI will notify Purchaser. Non-warranty repair, replacement, return freight, or other service is subject to Purchaser's authorization and APPI's then-current charges.

6. Labor, Removal, Installation, and Travel

For an approved warranty claim, APPI will provide the covered replacement part or component and any warranty repair labor performed at APPI's facility without charge to Purchaser.

Unless expressly authorized by APPI in writing, this Limited Warranty does not cover:

- Field labor or labor performed at Purchaser facility or another location;
- Removal, access, installation, or reinstallation of equipment or components;
- Troubleshooting or repair performed by third parties;
- Travel time or travel expenses, including lodging, meals, mileage, or transportation;
- Rigging, lifting, electrical, plumbing, compressed-air, network, or facility work; or
- Other incidental costs associated with accessing, removing, replacing, or reinstalling equipment or components.

7. Proper Use and Maintenance

Warranty coverage is contingent upon the equipment being properly installed, operated, maintained, and serviced in accordance with the APPI instructions, specifications, and Maintenance Manual applicable to the equipment. Purchaser is responsible for required preventive maintenance and for use of appropriate wear and expendable components.

APPI may deny coverage to the extent a failure or damage was caused or contributed to by failure to perform required maintenance or by operation contrary to APPI's published instructions or specifications.

8. Exclusions

This Limited Warranty does not cover:

- Expendable or normal wear components identified for the applicable model in the APPI Maintenance Manual;
- Normal wear and deterioration;
- Accident, abuse, neglect, misuse, or improper operation;
- Improper installation, maintenance, adjustment, repair, or service not performed or authorized by APPI, to the extent it causes or contributes to the claimed failure;
- Unauthorized modification, alteration, tampering, or relocation, to the extent it causes or contributes to the claimed failure;

- Use of non-approved replacement parts, accessories, software, controls, or components, to the extent such use causes or contributes to the claimed failure;
- Unusual or improper physical, electrical, electronic, or electromechanical stress;
- Improper, unstable, inadequate, or interrupted electrical power;
- Water, moisture, condensation, humidity, fire, flood, lightning, or improper environmental conditions;
- Damage occurring during transportation or handling;
- Operation outside APPI's published electrical, pneumatic, mechanical, environmental, or other specifications;
- Packaging or processing corrosive, abrasive, contaminating, hazardous, incompatible, or otherwise damaging products or materials;
- Failures caused by equipment, utilities, materials, software, systems, networks, or components not supplied by APPI; or
- Equipment no longer owned or possessed by the original Purchaser, unless APPI has expressly approved transfer of warranty coverage in writing.

9. Third-Party Components

Equipment may incorporate motors, controllers, sensors, computers, printers, scanners, networking devices, software, firmware, or other components supplied by third parties. Unless expressly stated otherwise in writing by APPI, third-party components remain subject to any applicable warranty or license terms of their respective manufacturers. APPI may, at its option, assist Purchaser in pursuing an available third-party warranty but does not expand or modify the third-party warranty.

10. APPI Software and Firmware Limited Warranty

APPI equipment may contain programmable logic controller ("PLC") programs, human-machine interface or touchscreen programs, firmware, configuration files, and related software developed or supplied by APPI (collectively, "APPI Software").

During the applicable Equipment Warranty Period, APPI warrants that APPI Software, as originally supplied by APPI and when operated on the equipment and configuration for which it was supplied, will substantially perform in accordance with APPI's applicable published specifications. APPI does not warrant that software operation will be uninterrupted or error-free or that APPI Software will satisfy requirements not expressly agreed to by APPI in writing.

APPI's sole obligation, and Purchaser's sole and exclusive remedy, for a covered APPI Software defect is, at APPI's option, to correct the software, provide an update or workaround, reinstall or replace the affected APPI Software, or otherwise restore the equipment to substantial conformity with APPI's applicable specifications.

Software warranty coverage does not apply to problems caused by unauthorized programming changes, third-party software or equipment, customer networks or systems, malware, improper electrical power, loss or corruption of data, improper configuration, or operation outside APPI specifications.

APPI Software is licensed, not sold, and use of APPI Software is subject to the APPI Software License and Activation Terms applicable to the equipment. Ownership of the equipment does not transfer ownership of APPI proprietary software or intellectual-property rights.

11. Equipment Integration

APPI assumes no responsibility for the compatibility, operation, performance, communication, or integration of APPI equipment with equipment, controls, software, systems, or processes supplied by others unless APPI has expressly agreed in writing to perform or assume responsibility for that integration.

Where APPI performs integration and testing, APPI's responsibility is limited to the integration scope, operating conditions, and test criteria documented by APPI in writing. Changes made after testing to equipment, software, programming, controls, utilities, communication networks, production conditions, or

third-party systems are not covered to the extent such changes cause or contribute to a failure or performance issue.

12. Bag Sizing and Application Suitability

Purchaser is responsible for determining and verifying the suitability of bag dimensions, bag materials, film characteristics, product characteristics, and packaging configuration for Purchaser's particular application.

Any bag-size, film, material, or application recommendation provided by APPI is based on information available to APPI and is provided as application assistance only. It does not constitute a warranty of suitability for a particular application unless APPI expressly provides such a warranty in a written agreement signed by an authorized representative of APPI. Purchaser is responsible for appropriate testing and final approval before production use.

13. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SPECIFICALLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO WARRANTY OR REPRESENTATION IS MADE THAT THE EQUIPMENT WILL MEET PURCHASER'S PARTICULAR PRODUCTION, APPLICATION, OUTPUT, OR OTHER REQUIREMENTS EXCEPT TO THE EXTENT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF APPI.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL APPI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PRODUCTION, LOSS OF USE, DOWNTIME, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST CONTRACTS, LOSS OR DAMAGE TO PRODUCT OR MATERIALS, COST OF SUBSTITUTE EQUIPMENT, OR CLAIMS MADE AGAINST PURCHASER BY ANY THIRD PARTY, WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF APPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE EQUIPMENT, REGARDLESS OF THE FORM OR BASIS OF THE CLAIM, WILL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID TO APPI FOR THE SPECIFIC EQUIPMENT GIVING RISE TO THE CLAIM.

The limitations in this section are an essential part of the allocation of risk between Purchaser and APPI, and APPI's pricing reflects that allocation of risk.

15. Non-Transferability

This Limited Warranty is provided solely to the original Purchaser and is not transferable or assignable to another owner, user, or party without APPI's prior written consent.

16. Past-Due Accounts

APPI may suspend performance of warranty services while undisputed amounts owed by Purchaser to APPI are delinquent or past due. Any suspension does not extend or restart the applicable Warranty Period.

17. Authority to Modify Warranty

This Limited Warranty constitutes APPI's express limited warranty for New APPI Equipment unless different warranty terms are expressly stated in a written agreement signed by an authorized representative of APPI.

APPI's employees, agents, distributors, dealers, service representatives, and other third parties are not authorized to modify, expand, or create warranties binding upon APPI unless the modification is expressly approved in writing by an authorized representative of APPI. Advertising, sales presentations, technical discussions, recommendations, estimates, demonstrations, correspondence, or other statements do not modify this Limited Warranty or create an additional warranty unless expressly incorporated into such a written agreement.

ADVANCED POLY-PACKAGING, INC.

SOFTWARE LICENSE & ACTIVATION TERMS

For APPI equipment containing proprietary PLC, HMI/touchscreen, firmware, and related software

1. Scope and Definitions

Advanced Poly-Packaging, Inc. ("APPI") equipment may contain programmable logic controller ("PLC") programs, human-machine interface ("HMI") or touchscreen programs, firmware, configuration files, diagnostic files, and other software developed or supplied by APPI. As used in these Software License and Activation Terms (the "License"), "APPI Software" means software and programming in which APPI owns or controls the applicable rights. "Equipment" means the specific APPI equipment with which the APPI Software is supplied.

Software or firmware owned by third parties is not APPI Software and remains subject to the rights, restrictions, and license terms of its respective owner.

2. Ownership

As between APPI and Purchaser, APPI retains all right, title, and interest in and to APPI Software, including all applicable copyrights, trade-secret rights, and other intellectual-property rights. Purchase, delivery, possession, or ownership of Equipment does not transfer ownership of APPI Software or any of APPI's intellectual-property rights.

Except as expressly stated in this License or another written agreement signed by an authorized representative of APPI, no source code, editable project files, development tools, or rights to create derivative works are transferred to Purchaser.

3. License Grant

Subject to Purchaser's compliance with this License and the applicable purchase agreement, APPI grants Purchaser a limited, non-exclusive, machine-specific license to use the APPI Software installed in the Equipment solely to operate, maintain, diagnose, and use that Equipment for its intended purpose.

The provisional license described below is effective during the provisional activation period. Upon APPI's receipt of full payment of all amounts due for the applicable Equipment and issuance of the applicable permanent activation code, the license becomes perpetual for the useful life of that Equipment, subject to the terms of this License.

4. Provisional License and Activation

APPI may ship Equipment with trial or provisional activation codes that permit normal operation for sixty (60) days from the date the Equipment is shipped from APPI's facility. During the provisional period, the Equipment may display advance warning messages concerning license expiration. Purchaser should not ignore such notices and should request permanent activation sufficiently before expiration to avoid operational disruption.

After APPI has received full payment of all amounts due for the applicable Equipment, APPI will provide the applicable permanent activation code upon Purchaser's request and verification of payment. APPI may, in its sole discretion, issue a temporary extension of the provisional license. An extension does not waive Purchaser's payment obligations and does not obligate APPI to provide additional extensions.

Expiration of a provisional activation period may restrict or interrupt normal production operation. APPI activation controls are not intended to disable emergency-stop functions or other safety functions required to place the Equipment in a safe condition.

5. Permitted Copies and Backup

Purchaser may make a reasonable number of backup or archival copies of APPI Software solely for disaster recovery, maintenance, or restoration of the specific Equipment for which the APPI Software was supplied, to the extent technologically feasible and permitted by applicable law. All proprietary notices must be retained on any permitted copy. Backup copies may not be used to operate other equipment.

6. Restrictions

Except as expressly permitted by this License, a separate written agreement with APPI, or applicable law, Purchaser shall not:

- Copy, reproduce, publish, distribute, sell, lease, sublicense, or otherwise provide APPI Software to another person or entity;
- Install, use, or transfer APPI Software to equipment other than the specific Equipment for which it was supplied;
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive source code or proprietary programming from APPI Software;
- Circumvent, defeat, disable, remove, or tamper with license controls, activation mechanisms, security functions, or proprietary notices;
- Use APPI Software, programming, logic, or nonpublic technical materials to develop, manufacture, or enable a competing product; or
- Disclose nonpublic APPI Software or programming materials except to employees or contractors who require access to operate or maintain the Equipment and who are subject to confidentiality obligations.

Nothing in this License is intended to prohibit an act that applicable law expressly permits notwithstanding contractual restrictions, to the extent such right cannot lawfully be waived or restricted.

7. Third-Party Software and Firmware

Equipment may contain operating systems, controller firmware, communication software, drivers, utilities, or other software owned or licensed by third parties. Such software remains subject to the license terms and intellectual-property rights of its respective owner. APPI grants no ownership rights in third-party software and does not expand the rights granted by a third-party licensor.

8. Updates, Corrections, and Upgrades

During the applicable APPI Equipment Warranty Period, APPI may provide corrections, patches, updates, reinstallation, or workarounds as necessary to satisfy the limited software warranty stated in the APPI Standard Limited Warranty. Unless expressly included in the purchase agreement or another written agreement, the License does not require APPI to provide feature upgrades, new software versions, custom programming, compatibility changes, cybersecurity services, or support after expiration of the applicable warranty or service period.

Any APPI-provided update or replacement to APPI Software is governed by this License unless APPI provides different license terms with the update or replacement.

9. Software Warranty

The limited warranty, if any, applicable to APPI Software is stated exclusively in the APPI Standard Limited Warranty applicable to the Equipment. Except for that express limited warranty and to the maximum extent permitted by applicable law, APPI Software is provided without any additional warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO APPI SOFTWARE OR ITS USE, INCLUDING LOSS OF PRODUCTION, LOSS OF USE, DOWNTIME, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE EQUIPMENT, OR THIRD-PARTY CLAIMS, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF APPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO APPI SOFTWARE WILL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID TO APPI FOR THE SPECIFIC EQUIPMENT WITH WHICH THE APPI SOFTWARE WAS SUPPLIED.

11. Unauthorized Changes and Service

Purchaser is responsible for maintaining appropriate backups before making or authorizing changes to Equipment programming, data, recipes, configuration, networks, or connected systems. APPI is not responsible for loss, corruption, incompatibility, downtime, or other problems caused by unauthorized modification, third-party programming, malware, customer network changes, improper configuration, or use outside APPI specifications.

APPI may charge its then-current service rates to restore or troubleshoot APPI Software where the condition is not covered by the APPI Standard Limited Warranty.

12. Transfer of Equipment

The permanent license is tied to the specific Equipment and may not be transferred separately from that Equipment. If the Equipment is sold or otherwise transferred, the APPI Software license may transfer only with the Equipment and subject to the new owner accepting the applicable APPI software license terms. Transfer of the software license does not transfer or extend any equipment warranty.

13. Termination for Material Breach

APPI may terminate the license rights granted under this License if Purchaser materially breaches the software-use restrictions in this License and fails to cure the breach within a reasonable period after written notice, where the breach is capable of cure. Termination does not transfer ownership of APPI Software to Purchaser and does not limit APPI's right to pursue available remedies for infringement, misappropriation, or other unlawful use.

Any enforcement or license-control measure implemented by APPI will be administered in a manner intended not to disable emergency-stop functions or other safety functions required to place the Equipment in a safe condition.

14. Protection of APPI Rights

Unauthorized copying, modification, distribution, disclosure, circumvention, or use of APPI Software in violation of this License may constitute infringement, misappropriation, breach of contract, or other violations of applicable law. APPI reserves all rights and remedies available under applicable law.

15. No Modification by Unauthorized Persons

APPI's employees, agents, distributors, dealers, service representatives, and other third parties are not authorized to modify or expand the rights granted by this License unless the modification is expressly stated in a written agreement signed by an authorized representative of APPI.

16. Contact for License Activation or Assistance

For permanent activation codes, provisional-license extensions, or software licensing assistance, contact Advanced Poly-Packaging, Inc.:

Email	machsales@advancedpoly.com , or service@advancedpoly.com
Phone	USA: 330-785-4000
Mail	Advanced Poly-Packaging, Inc., 1331 Emmitt Road, Akron, OH 44306

End of Draft