



BESTPACK PACKAGING SYSTEMS

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

As of October 1, 2024

1. Applicability

(a) Unless otherwise agreed to, these terms and conditions of sale (these "Terms") govern the sale of goods by FUTURE COMMODITIES INTERNATIONAL, INC., doing business as BESTPACK PACKAGING SYSTEMS ("BestPack") to you (the "Buyer") and those products listed (the "Products") on the related purchase order. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. These Terms may be updated from time to time, in which case the Terms in effect on the date of Buyer's purchase will apply.

(b) The related purchase order (the "Purchase Order") and these Terms, along with all incorporated exhibits and schedules (collectively, this "Agreement"), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery

(a) The Products will be delivered within a reasonable time after the date of this Agreement, subject to availability of finished Products. BestPack shall not be liable for any delays, loss, or damage in transit.

(b) BestPack shall deliver the Products to Buyer at the address provided in the Purchase Order (the "Delivery Point") using BestPack's standard methods for packaging and shipping such Products.

(c) BestPack may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement.

(d) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to BestPack's notice that the Products have been delivered at the Delivery Point, or if BestPack is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) BestPack, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery

The quantity of any installment of Products as recorded by BestPack on dispatch from BestPack's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

BestPack shall not be liable for any non-delivery of Products (even if caused by BestPack's negligence) unless Buyer gives written notice to BestPack of the non-delivery within ten (10) days of the date when the Products would in the ordinary course of events have been received. Any liability of BestPack for non-delivery of the Products shall be limited to delivering the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. Price

Buyer shall purchase the Products from BestPack at the price(s) (the "Price(s)") set forth in the Purchase Order. All Price(s) are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, BestPack's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

5. Quantity

If BestPack delivers to Buyer a quantity of Products of up to ninety percent (90%) more or less than the quantity set forth in the Purchase Order, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the Price set forth in this Agreement adjusted pro rata.

6. Title and Risk of Loss

Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point, unless Buyer arranges shipment of Products, in which case, title and risk of loss passes to Buyer at shipment. As collateral security for the payment of the purchase Price of the Products, Buyer hereby grants to BestPack a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

7. Inspection and Rejection of Nonconforming Products

(a) Buyer shall inspect the Products within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies BestPack in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by BestPack. "Nonconforming Products" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) the product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies BestPack of any Nonconforming Products, BestPack shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products at the pro rata contract rate. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to BestPack's facility. If BestPack exercises its option to replace Nonconforming Products, BestPack shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 7(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to BestPack.

8. Payment Terms

Unless otherwise agreed, Buyer shall pay all invoiced amounts due to BestPack within thirty (30) days from the date of BestPack's invoice. Buyer shall make all payments hereunder by wire transfer or other method as agreed between the parties and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse BestPack for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

9. No Setoff

Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to BestPack or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by BestPack or its affiliates, whether relating to BestPack's or its affiliates' breach or non-performance of this Agreement or any other agreement between Buyer or any of its affiliates, and BestPack or any of its affiliates, or otherwise.

10. Warranties

(a) BestPack warrants each product manufactured by BestPack to be free from defects in material and workmanship for the time period and on the terms set forth in the BestPack Packaging Systems Limited Warranty, which is attached hereto and which terms are incorporated herein (the "BestPack Limited Warranty").

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(a), BESTPACK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products. Third-Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, BESTPACK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. Limitation of Liability

(a) IN NO EVENT SHALL BESTPACK BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT BESTPACK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL BESTPACK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BESTPACK FOR THE PRODUCTS SOLD HEREUNDER.

12. Compliance with Law

Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13. Insurance

During the term of this Agreement and for a period of twelve (12) months thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon BestPack's request, Buyer shall provide BestPack with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide BestPack with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against BestPack's insurers and BestPack.

14. Termination

In addition to any remedies that may be provided in this Agreement, BestPack may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

15. Confidential Information

All non-public, confidential, or proprietary information of BestPack, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by BestPack to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by BestPack in writing. Upon BestPack’s request, Buyer shall promptly return all documents and other materials received from BestPack. BestPack shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

16. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.

17. Notices

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

18. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Amendments

No amendment to or modification of these Terms is effective unless it is in writing and signed by each Party.

20. Waiver

No waiver by BestPack of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the BestPack. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. Assignment

Buyer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of BestPack. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Buyer of any of its obligations hereunder.

22. No Third-Party Beneficiaries

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. Dispute Resolution

All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to principles of conflict of laws. Any controversy between the parties to this Agreement will, on the written request of one party served on the other parties, be submitted to binding arbitration with one (1) arbitrator in San Bernadino, California, in accordance with the then existing rules of JAMS, Inc. ("JAMS"); provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement. If the parties to the dispute are unable to agree upon a single arbitrator, within five days after receipt of the notice of intention to arbitrate, the arbitrator may be appointed by JAMS. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the parties to this Agreement.

24. Force Majeure

The BestPack shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of BestPack including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Buyer shall be entitled to give notice in writing to BestPack to terminate this Agreement.

25. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.



BESTPACK

For more information please go to:
WWW.BESTPACK.COM or call us at **1.888.588.2378**

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BESTPACK PACKAGING SYSTEMS

LIMITED WARRANTY

As of October 1, 2024

Future Commodities International, Inc., doing business as BestPack Packaging Systems (“BestPack”) is committed to providing high-quality products and excellent customer support. This Limited Warranty (the “Warranty”) covers defects in materials and workmanship for machines and parts sold by BestPack, subject to the terms and conditions herein. This Warranty is only intended to cover the buyer named (the “Buyer”) and those products listed (the “Products”) on Buyer’s purchase order with BestPack (a “Purchase Order”).

Warranty Coverage

BestPack warrants Buyer’s Products to be free from defects in material and workmanship for the applicable warranty period, indicated below, from the date of shipment (the “Warranty Period”). This Warranty is not transferable with any subsequent resale.

Product registration is required within 30 days of purchase. Adherence to the maintenance schedule outlined in the product manual is necessary for this Warranty to remain valid.

Defective parts under warranty must be returned to BestPack freight prepaid. BestPack’s sole obligation and Buyer’s sole remedy in the event of a warranty claim shall be, at BestPack’s option, to repair or replace the part in question. Labor incurred in removing or installing the defective part is not covered by this Warranty. Prior to returning any parts for any reason, Buyer should contact BestPack for a return authorization number. This number must accompany all returns.

This Warranty covers the repair or replacement of machines and parts that have manufacturing defects or that fail under normal use and service during the applicable Warranty Period. The Warranty is valid only for the original purchaser and is non-transferable. The Warranty Period is not extended if BestPack repairs or replaces the product.

Warranty Period

The Warranty Period is one (1) year following the purchase date of the Products as set forth on Buyer’s Purchase Order.

BestPack offers extended warranty coverage for purchase or other qualification (an “Extended Warranty”). Such Extended Warranty, including the length of such Extended Warranty, will be noted on the applicable Purchase Order or other order confirmation between Buyer and BestPack.

Product Registration

Product registration is required within 30 days of purchase and adherence to the maintenance schedule outlined in the applicable product manual is necessary for this Warranty to remain valid.

Warranty Exclusions and Limitations

This Warranty is only intended to cover those Products listed on Buyer’s Purchase Order. Any other goods, products, or equipment regardless of manufacturer are expressly not covered by this Warranty. This section further sets out additional coverage exclusions. That means that BestPack will not provide coverage (whether in the form of the cost of parts and labor, replacement, indemnification, or otherwise) under this Warranty for the following:

- (a) Damage that is covered by any other warranty or service contracts, insurance policies, or product recalls. Parts and services covered during the manufacturer's warranty period are the sole responsibility of the manufacturer.
- (b) Damage to goods that (i) have missing or altered serial numbers, or (ii) are being used, or have been used outside of its intended purpose.
- (c) Damage resulting or arising from:
 - (i) wear and tear;
 - (ii) accidental damage from handling, including drops, spills, or liquid damage;
 - (iii) unauthorized modifications to the product, including the unauthorized removal, bypass, or disabling of safety features;
 - (iv) unauthorized repairs;
 - (v) intentional damage or the misuse or abuse of the product;
 - (vi) the introduction of foreign objects into the product;
 - (vii) Acts of God, war, invasion or act of foreign enemy, terrorism, cyberattack, hostilities, civil war, rebellion, strikes, lockouts, labor disturbances, or civil commotion;
 - (viii) third-party acts, including theft and vandalism;
 - (ix) failure to perform preventative maintenance, as outlined in any accompanying instructional booklets or information;
 - (x) freezing or overheating not caused by a mechanical or electrical breakdown or defect; or
 - (xi) any cause other than normal use and operation of the Product in accordance with the manufacturer's specifications, instructions, or owner's manual.

- (d) Furthermore, this Warranty does not cover:
 - (i) cosmetic damage repair, cleanings, and alignments;
 - (ii) CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING LOSS OF USE OF THE PRODUCT, LOSS OF BUSINESS OR DOWN-TIME, PROPERTY DAMAGE, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.
 - (iii) consumable parts, such as tape and batteries;
 - (iv) preventative maintenance;
 - (v) liability for bodily injury, death, or property damage arising out of the use, operation, or maintenance of the Product;
 - (vi) the cost of outside labor for installation/reinstallation;
 - (vii) the cost of government permits or licensing for installation/reinstallation;
 - (viii) repairs or replacement outside of the United States; or
 - (ix) damage incurred during shipping.

There is no coverage if BestPack determines that Buyer's Product is not damaged (for example, issues that are not product failures, such as poor WiFi or cell signal reception).

This Warranty shall not apply if the equipment has been tampered with, misused, improperly installed, altered, or has received damage due to transportation, storage, abuse, carelessness, accident, product modifications, has been serviced by someone other than a duly authorized factory representative without the express written consent of BestPack, or for failure to follow product instructions or recommended regular maintenance procedures.

This Warranty is in lieu of all other warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, non-infringement, or any other matter.

BestPack shall not be held liable for any damage arising out of or in connection with the operation of the equipment should a customer or its agent fail to maintain equipment in safe operating condition. This Warranty shall become unenforceable if and to the extent Buyer or any of Buyer's employees or agents remove, disconnect, or otherwise render useless any safety device and or parts

designed or affixed by BestPack or fails to maintain and service equipment in a manner as advised.

In no event shall BestPack's liability exceed the purchase price of the product which was actually paid.

SUBJECT TO APPLICABLE LAW, THE REMEDIES DESCRIBED ABOVE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

Dispute Resolution

All disputes arising under this Warranty shall be governed by and interpreted in accordance with the laws of California, without regard to principles of conflict of laws. Any controversy between the parties to this Warranty will, on the written request of one party served on the other parties, be submitted to binding arbitration with one (1) arbitrator in San Bernadino, California, in accordance with the then existing rules of JAMS, Inc. ("JAMS"); provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Warranty. If the parties to the dispute are unable to agree upon a single arbitrator, within five days after receipt of the notice of intention to arbitrate, the arbitrator may be appointed by JAMS. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the parties to this Warranty.

Modifications

BestPack reserves the right to make changes, additions, or improvements to our products with no obligation to make such changes to any previously shipped product covered by this Warranty. This Warranty may also be updated from time to time, in which case the Warranty in effect on the date of Buyer's purchase will apply.

Contact Information

For any questions, concerns, or warranty claims, please contact BestPack Customer Support:

Phone: 1.888.703.2851

Email: sales@bestpack.com

Mailing Address: 1425 S. Campus Ave. Ontario, CA 91761



For more information please go to:
WWW.BESTPACK.COM or call us at **1.888.588.2378**