

**GENERA
SALE OF PRODUCTS
TERMS AND CONDITIONS**

1. AGREEMENT.

- (a) Incorporation.** Any quotation and any resulting sale of Products are expressly conditioned upon Buyer's acceptance of the Terms and Conditions of Sale set forth herein and incorporated by reference ("Terms"). These Terms are available at <https://generainc.com/terms-and-conditions/> and are incorporated into each Sales Confirmation by reference as in effect on the date of the applicable Sales Confirmation (or as otherwise attached to it).
- (b) Scope.** These Terms shall apply to all quotations, purchase orders, sales confirmations, and deliveries of Products by Vonore Fiber Products LLC, d/b/a Genera ("Genera").
- (c) Order of Precedence; Rejection of Buyer Terms.** These Terms prevail over any conflicting, inconsistent, or additional terms proposed by Buyer in a purchase order or other communication. Any purchase order submitted in response to any quotation or any Sales Confirmation shall be deemed an unqualified acceptance of these Terms. Genera expressly objects to and rejects any additional or different terms proposed by Buyer unless expressly agreed to in writing by Genera.
- (d) Conflicts with Signed Agreement.** If a written agreement signed by both parties is in effect governing the sale of the Products, that agreement shall control to the extent of any conflict with these Terms.
- (e) No Acceptance by Performance.** 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.
- (f) Products.** "Product(s)" means the goods, materials, and/or items identified in the applicable Sales Confirmation (including any description, item number/SKU, quantity, and specifications stated therein).

2. DELIVERY. Delivery of Product shall be FOB at Genera's manufacturing facilities located in Vonore, Tennessee or as otherwise stated in the Sales Confirmation ("Delivery Location"). Genera shall not be liable for any delays, loss, or damage in transit. All shipments of Products are subject to Genera's Shipping Policy, a copy of which is available upon request. Buyer agrees to be bound by the Shipping Policy in effect at the time of order confirmation. In the event of any conflict between these Terms and the Shipping Policy, these Terms shall prevail.

3. TITLE AND RISK OF LOSS. Title to and the risk of loss to Products under this Agreement shall pass to Buyer upon delivery to Buyer at Delivery Location.

4. INSPECTION. 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 Genera in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Genera. "Nonconforming Products" means only the following: (i) Product shipped is different than identified in the Sales Confirmation; or (ii) Product's label or packaging incorrectly identifies its contents.
- (b)** If Buyer timely notifies Genera of any Nonconforming Products, Genera shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Genera exercises its option to replace Nonconforming Products, Genera shall, after receiving Buyer's shipment of Nonconforming Products, deliver to Buyer the replaced Products to the Delivery Location.

5. PRICE AND PAYMENT.

- (a) Price.** Buyer shall purchase the Products from Genera at the prices set forth in the Sales Confirmation ("Price").
- (b) Shipping Charges, Insurance and Taxes.** Prices do not include shipping, insurance, taxes, duties and other similar charges, unless otherwise stated in the Sales Confirmation
- (c) Payment Terms.** Genera shall issue an invoice for Product delivered since the last invoice. Buyer shall pay all invoiced amounts due to Genera within thirty (30) days from the date of such invoice. Buyer shall make all payments in US dollars by ACH or wire transfer, unless otherwise stated in the Sales Confirmation.
- (d) Late Payments.** Past due payments will be subject to an interest charge in the amount of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Buyer agrees to pay all costs and expenses, including without limitation reasonable attorney's fees, incurred by Genera in collecting overdue amounts.

6. **LUMPER SERVICES.** If unloading or repalletization services are required at the delivery location, Buyer shall be solely responsible for arranging and paying any lumper fees directly. Genera and its carriers shall not bear any cost for such services. Buyer agrees that lumper fees shall not exceed a reasonable amount and shall be paid promptly to avoid delivery delays.
7. **DRIVER DETENTION CHARGES FOR DELIVERED PRODUCT.** If unloading is delayed more than one (1) hour beyond driver's scheduled appointment time at the Buyer's ship to location arrival, Genera will bill the Buyer for any surcharge incurred from the carrier.
8. **BUYER PICKUP; STORAGE CHARGES.** If goods are not picked up within two (2) business days of the confirmed pickup date committed delivery date, which is listed on the sales order confirmation, Genera may ship the goods to the Buyer at the Buyer's expense.
9. **INTELLECTUAL PROPERTY RIGHTS.** Buyer acknowledges and agrees that:
 - (a) Genera will retain all intellectual property rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts;
 - (b) any and all of Genera's intellectual property rights are the sole and exclusive property of Genera or its Affiliates, licensors, vendors or service providers;
 - (c) Buyer shall not acquire any ownership interest in any of Genera's intellectual property rights under this Agreement;
 - (d) Buyer shall use Genera's intellectual property rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of Genera.
10. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Genera, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Genera 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 in advance by Genera in writing. Upon Genera's request, Buyer shall promptly return all documents and other materials received from Genera. Genera shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
11. **PRODUCT WARRANTIES**
 - (a) **Limited Warranty.** Genera warrants to Buyer that for a period of ninety (90) days from the date of delivery of the Product (the "Warranty Period"), that such Product will conform to the specifications set forth in the Sales Confirmation, if any, and will be free from material defects in material and workmanship.
 - (b) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN HEREIN, GENERA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY GENERA, OR ANY OTHER PERSON ON GENERA'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.
 - (c) Genera shall not be liable for a breach of the limited warranty set forth in Section 8 (a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Genera within five (5) days of the time when Buyer discovers or ought to have discovered the defect and within the Warranty Period; (ii) Genera is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Genera) returns such Products to Genera's place of business for the examination to take place there; and (iii) Genera reasonably verifies Buyer's claim that the Products are defective.
 - (d) Genera shall not be liable for a breach of the limited warranty set forth in Section 8 (a) if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to transport and store free from dust and within prudent and commercially reasonable standards for maintenance of food contact certification, including but not limited to pest contamination, UV exposure, moisture, humidity and temperature; or (iii) Buyer alters such Products without the prior written consent of Genera.
 - (e) Subject to Section 8 (c) and Section 8 (d) above, with respect to any such Products during the Warranty Period, Genera shall, in its sole discretion, either: (i) replace such Products or (ii) credit or refund the price

of such Products at the pro rata contract rate provided that, if Genera so requests, Buyer shall return such Products to Genera.

- (f) THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND GENERA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

12. LIMITATION OF LIABILITY.

- (a) **No Liability for Consequential or Indirect Damages.** EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION OR LIABILITY FOR BREACH OF CONFIDENTIALITY, NEITHER PARTY NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE OTHER PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE OTHER PARTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) **Maximum Liability.** EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, OR LIABILITY FOR BREACH OF CONFIDENTIALITY, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY PURCHASE ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO GENERA FOR THE EVENT GIVING RISE TO THE CLAIM.

- 13. FORCE MAJEURE.** Genera shall not be liable or responsible to Buyer, nor be deemed to have defaulted under 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 beyond Genera's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) pandemics or epidemics, excluding COVID as it exists as of the date of this Agreement; (i) strikes, labor stoppages or slowdowns or other industrial disturbances; (j) plant equipment breakdowns or failures; (k) plant shut-down; or (l) telecommunication breakdowns, power outages or shortages, or inability or delay in obtaining supplies of adequate or suitable materials (each a "Force Majeure Event").

- 14. NOTICES.** All notices, requests, claims, demands and other communications required to be made hereunder shall be in writing (unless otherwise provided) and shall be served personally or by reputable next business day express courier service or by confirmed electronic mail transmission addressed to the relevant party. Notice to Genera shall be to sales@generainc.com, 167 Tellico Port Road, Vonore, TN 37885. Notice to Buyer shall be at the address stated in the Sales Confirmation.

- 15. AMENDMENT AND MODIFICATION.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party's representative with authority to bind such party.

- 16. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Tennessee, excluding its conflict of law provisions. The parties hereby expressly consent to the personal jurisdiction and forum of the state and federal courts located in Knox County, Tennessee for any lawsuit arising from or relating to this Agreement.

17. CLOSEOUT PRODUCTS.

- (a) This Section 17 applies only to Products that are expressly identified as "closeout," "fire sale," "clearance," or similar language on the applicable Sales Confirmation or invoice. No Products will be deemed Closeout Products absent such express written identification, and Products not so identified are not subject to this Section 17.
- (b) "Closeout Products" means any Products designated as "closeout," "fire sale," "clearance," or similar language on the applicable Sales Confirmation or invoice. All sales of Closeout Products are non-cancellable and non-returnable. Buyer shall have no right to return such Products or receive any refund, credit, or

replacement, except as expressly provided herein with respect to Nonconforming Products (wrong item, wrong label/packaging, or delivery discrepancies).

- (c) **Limited Warranty for Closeout Products.** With respect to Closeout Products, Genera's limited warranty in Section 11 is further limited as follows: as of the date of delivery, Genera warrants only that (i) the Products are genuine products as labeled, (ii) the Products have been stored by Genera in accordance with commercially reasonable practices for such products, and (iii) to Genera's knowledge, the Products are within any stated shelf life at the time of delivery.
- (d) **No Additional Warranties; Product Suitability and Compliance.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, GENERA MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO CLOSEOUT PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY PARTICULAR LAW OR REGULATION IN ANY JURISDICTION. WITHOUT LIMITING THE FOREGOING, BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF SUCH PRODUCTS FOR BUYER'S INTENDED USES, APPLICATIONS, AND END-MARKETS AND FOR ENSURING BUYER'S OWN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANY PACKAGING-RELATED REQUIREMENTS IN THE JURISDICTIONS WHERE BUYER SELLS OR USES THE PRODUCTS.
- (e) In the event of any conflict between this Section 17 and any other provision of these Terms with respect to Closeout Products, this Section 17 shall control.