

Core Cans LLC – Standard Terms & Conditions

Effective Date: October 1st, 2025

Seller: Core Cans LLC – 5150 Fair Oaks Blvd., Suite 101,
Box #110, Carmichael, CA 95608

1. Orders & Delivery

All sales require a valid PO. Seller's acceptance of any PO is expressly conditioned on these Terms. Delivery is EXW either the manufacturer's facility or Seller's designated warehouse. Title and risk of loss pass to Buyer when Products are tendered to the carrier. Buyer is responsible for all freight, insurance, taxes, duties, and related costs.

By submitting a Purchase Order ("PO") to Seller, Buyer acknowledges and agrees that these Standard Terms and Conditions (together with any applicable Addenda) govern the purchase and sale of Products. Any additional or conflicting terms proposed by Buyer in a PO or otherwise shall be void and of no effect unless expressly accepted in writing by Seller.

2. Pricing & Payment

Prices are subject to change based on aluminum index fluctuations (LME and MWP). Payment is due in full prior to shipment unless credit terms have been expressly established by Seller. Credit terms, if granted, shall be set forth in writing and may be modified or revoked by Seller at its sole discretion. Buyer remains responsible for all applicable taxes, duties, tariffs, freight, and insurance. Late payments under any approved credit terms shall accrue interest at 1.5% per month (18% annually).

3. Dunnage

Dunnage (including pallets, top frames, and slip sheets) remains the property of the manufacturer or Seller and must be returned to Seller's designated warehouse within ninety (90) days in good condition. Replacement charges for unreturned or damaged Dunnage vary by manufacturer and are subject to change based on the manufacturer's current rates. Buyer will be invoiced at the applicable rate in effect at the time of non-return. Dunnage may be purchased at pricing defined by Seller.

4. Inspection & Acceptance

Buyer shall inspect Products upon delivery and notify Seller within 7 business days of defects. Up to 2% transit damage is acceptable. Failure to notify constitutes acceptance.

5. Storage

Seller stores Products free of charge for 3 months. Afterward, \$12 per pallet per month applies. Seller retains lien for unpaid storage fees or invoices.

6. Warranties & Limitations

Seller warrants that Products will conform to the specifications provided by the manufacturer. The warranty applicable to any Products is strictly limited to the warranty, if any, offered by the manufacturer of such Products, and is subject to the manufacturer's conditions (including, where applicable, requirements for product testing prior to warranty coverage). Seller makes no independent warranties and expressly disclaims all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

Buyer shall inspect Products within seven (7) business days of delivery and promptly notify Seller of any nonconformities. Failure to notify within this period constitutes acceptance. Remedies, if available, shall be limited to those provided by the manufacturer's warranty.

7. Cancellation

Orders for standard brite cans may be canceled prior to shipment with Seller's written consent. Because Brites are commonly stocked and interchangeable, cancellations generally do not result in additional fees; however, Buyer may be responsible for any costs already incurred by Seller in preparing the order. Orders for printed cans are considered custom production and are not cancelable once artwork has been approved or production has begun. If Buyer cancels such an order, Buyer shall reimburse Seller for all non-recoverable costs, including but not limited to artwork, plates, raw materials, supplier

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charges, and any related penalties. Buyer shall also be responsible for purchasing any obsolete or unused materials resulting from the cancellation.

8. Confidentiality & IP

Buyer retains ownership of artwork. Seller may not use without consent from Buyer. Buyer warrants artwork is non-infringing and indemnifies Seller.

9. Force Majeure

Neither party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemics or pandemics, labor disputes, strikes, transportation or supply chain disruptions, equipment breakdowns, acts or orders of government authorities, tariffs, trade restrictions, or other changes in law or regulation. The affected party shall notify the other as soon as reasonably practicable. Performance shall be excused for the duration of the event, and timelines shall be extended accordingly. If the event continues for more than ninety (90) days, either party may terminate the affected order or agreement without liability (other than payment obligations for Products already delivered or in production).

10. Governing Law & Disputes

These Terms are governed by California law. Disputes resolved in Sacramento County courts. Good-faith negotiation required before legal action.

11. Entire Agreement

These Terms, together with written Addenda, constitute the full agreement and override conflicting Buyer terms.