

RED DOT PACKAGING WARRANTY & LIMITATION OF LIABILITY STATEMENT

Scope of Warranty; Commercial Customers Only

This Warranty & Limitation of Liability Statement (“Warranty”) applies **solely to commercial and industrial customers and does not apply to consumer transactions or “consumer goods”** as defined under applicable law. Red Dot Packaging (“Supplier”) warrants that the products it supplies (“Products”), **at the time of delivery**, to the customer (“Customer”), will conform to the specifications mutually agreed upon in writing for the applicable order and that Supplier will convey good title to the Products, free of liens. Supplier further warrants that the Products will be free from defects in material and workmanship under normal use and storage. This Warranty applies only to Products sold directly by Supplier.

Control Over Inconsistent Terms

Unless the parties have executed a separately negotiated and signed master supply agreement, **THIS WARRANTY AND THESE TERMS CONTROL** over any inconsistent or additional terms contained in Customer purchase orders, RFQs, order acknowledgments, or other writings, none of which shall modify or supplement this Warranty unless expressly agreed in a writing signed by an authorized representative of Supplier.

Disclaimer of Implied Warranties

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

Customer acknowledges that no affirmation of fact, description, sample, model, data sheet, certificate of analysis, technical guidance, or other information provided by Supplier or any third party shall constitute a warranty or become part of the basis of any bargain unless expressly stated in a signed writing by Supplier.

Exclusive Warranty Remedy

If Customer believes a Product does not conform to this Warranty, Customer must:

1. Promptly notify Supplier in writing—and in all cases within thirty (30) days after delivery;
2. Segregate and hold the Product intact and available for inspection; and
3. Provide reasonable samples, documents, production information, and access necessary for Supplier’s evaluation.

Failure to comply with these requirements shall limit or bar the claim to the fullest extent permitted by law. Upon inspection and confirmation by Supplier that a Product is defective, Supplier will, at its sole option:

1. Replace the defective Product on an expedited basis; or
2. Issue a credit equal to the purchase price actually paid for the defective Product.

THIS REPLACEMENT-OR-CREDIT REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. No warranty claim may be brought more than **one (1) year** after delivery of the Product, regardless of when the alleged defect is discovered, to the fullest extent enforceable under applicable law.

Customer Responsibility Storage, Handling, Validation & Regulatory Compliance

Customer is solely responsible for: (a) maintaining proper storage and handling conditions for the Products; (b) Conducting its own testing, validation, and qualification of the Products for Customer's intended use, including sealing, filling, processing, barrier, machinery compatibility, and food-contact suitability; and (c) ensuring that the Products, as used in Customer's finished goods, comply with all applicable regulations (including HACCP, FSMA, FDA/USDA requirements, labeling, claims, and recall decisions). **Supplier's regulatory assurances, if any, are limited solely to the Product's compliance, as shipped, with the specific regulations and conditions of use expressly identified in Supplier's written documentation.** Supplier has **no responsibility** for Customer's filling, sealing, processing, storage, distribution, labeling, design decisions, or recall determinations.

Samples, Data Sheets, Technical Advice & Third-Party Statements

Samples, prototypes, data sheets, certificates of analysis, technical advice, and third-party statements are provided **for general guidance only** and **do not create any warranty, guarantee, or specification** unless expressly incorporated into a written, signed agreement with Supplier. Supplier is not responsible for any representations or assurances made by manufacturers, subcontractors, third-party labs, or other suppliers.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER CALIFORNIA LAW, SUPPLIER'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS—REGARDLESS OF THE LEGAL THEORY (INCLUDING CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, STATUTORY CLAIM, OR ANY OTHER THEORY)—SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PRODUCTION DOWNTIME, MACHINERY DAMAGE, LABOR OR OVERTIME COSTS, EMPLOYEE TIME, RERUNS, RECALL EXPENSES, DISPOSAL OR SANITATION COSTS, LOSS OF OUTPUT, DELAY DAMAGES, OR ANY OTHER ECONOMIC LOSS. THIS LIMITATION AND EXCLUSION OF DAMAGES APPLIES FULLY AND INDEPENDENTLY OF THE EXCLUSIVE REMEDY ABOVE.

Posting and Applicability

This Warranty applies to all Product sales made on or after the effective date and is deemed incorporated into all quotations, art proofs, purchase orders, order confirmations, and invoices issued by Supplier unless expressly superseded by a signed master agreement.

Attorneys' Fees

In the event of legal action relating to any invoice or payment obligation, Customer agrees to pay all court costs and attorneys' fees incurred by Supplier to the extent permitted by law.

Severability

Should any provisions or portion of this Warranty be held unenforceable or invalid for any reason, the remaining provisions and portion of this Agreement shall be unaffected by such holding.

Governing Law; Disputes

This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of California. Any legal suit, action, proceeding, or dispute arising out of or related to this Warranty shall be instituted in the courts of the State of California located in the county of San Bernadino, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, proceeding, or dispute.

RED-DOT Packaging

Flexible Pouch & Roll-Stock Solutions

www.RedDotPackaging.com

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