

**Send Invoice To:**

PO BOX 959
EVANSVILLE IN 47706-0959
Phone #: (812) 421-3136
Fax #: (812) 421-3140
accountspayable@berryglobal.com

PURCHASE ORDER

Page 1 of 2

PO Number	14283001	- 001 OP
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VENDOR CODE	BRANCH / PLANT
66245	MONR
COMPANY	00031

VENDOR:

CHEP USA
15226 COLLECTIONS CENTER DR
CHICAGO IL 60693

SHIP TO:

BPC00000031
VENTURE PACKAGING MIDWEST, INC
sub BERRY GLOBAL, INC
311 W MONROE ST
MONROEVILLE OH 44847

PO DATE	CARRIER	FREIGHT	PAYMENT TERMS		TAX	
1/11/21		.	NET 25			
BUYER		ORDER PLACED BY	ORDER TAKEN BY	REQ. DATE	PROMISED DELIVERY	
McDaniel, Jared		JJAMCDAN	BLANKET 21	01/14/21	01/14/21	
QUANTITY	ITEM NUMBER	DESCRIPTION	ORIG ORDER	REQ DATE	UNIT COST	EXTENDED COST

* Please confirm P.O. via email to: *
* JAREDMDANIEL@BERRYGLOBAL.COM *
* Contact Phone# 812-###-#### *

Berry Global Vendor, please provide the following information for set up in
Berry Global TMC portal when Berry is paying the freight for shipments over 150
lbs.ructions.

1. Company Name
2. Full Address of where the shipment is picking up from.
3. Contact Phone/Email of the person that will be entering our shipments in the
4. Hours of operation
5. Any special instructions/requirements/Hazmat etc....
6. Once these criteria are filled in please email berryplasticstmc@mytmc.com for
your username/password set up.

If you already have a Navisphere online username and password please go to
www.mytmc.com and enter your information to build this shipment online. Please
address any questions you have in regards to tracking or tracing to the Berry
Global receiving plant via firstnamelastname@berryglobal.com.

All purchases are subject to the standard terms and conditions attached
herewith. A Certificate of Analysis for each item listed on this purchase
order must be sent to the ship to location listed herein at the time of
shipment.

Continued



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QUANTITY	ITEM NUMBER	DESCRIPTION	ORIG ORDER	REQ DATE	UNIT COST	EXTENDED COST
520 EA	329015 Line: 1000	SKID,48X40,BLOCK,CHEP PALLET SKID,48X48,BLOCK,CHEP PALLET B4840A	4283000 OB	01/14/21	3.0700 EA	1,596.40

NET 25

Tax t

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TOTAL TAX:	
ORDER TOTAL:	USD 1,596.40
AUTHORIZED SIGNATURE	

BERRY GLOBAL, INC. AND SUBSIDIARIES

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **Definitions Applying to the Purchase Order Standard Terms and Conditions.** In order to interpret these purchase order standard terms and conditions, in whole or in part, certain capitalized terms shall have meanings as set forth below; other terms that are defined in the UCC shall have the meanings attributed to them in the UCC.
- 1.1 "Berry" shall refer to Berry Global, Inc. or its subsidiary, the originator of the P.O.
- 1.2 "Claims" shall refer to and include all actual and potential legal, equitable, statutory and administrative claims, causes of action, rights of indemnity, rights of contribution, fines, penalties, remedies, investigations, recalls and other costs and expenses (including without limitation, reasonable fees and expenses of an attorney of Berry's choosing), and direct, indirect or consequential losses (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of goodwill and similar losses) awarded against or incurred or paid by Berry..
- 1.3 "Goods" shall refer to the goods or goods and services identified in the P.O. References to Goods will be interpreted broadly to include transfers of information associated with goods and performance of services associated with Goods regardless of whether the predominant purpose or primary thrust of the P.O. is the provision of goods or services.
- 1.4 "Include," in any form, shall be used as a term of enlargement, not of limitation and shall, as necessary, incorporate the phrase: "but not in limitation of the foregoing," and need not be capitalized.
- 1.5 "Laws" shall refer to all federal, state and local statutes, laws, ordinances, rules and regulations, as well as judicial decrees, and orders of government agencies, in all cases as they now exist and as they may be passed, enacted, promulgated, amended, revised, reconfirmed, ordered or otherwise changed hereafter.
- 1.6 "Person" shall refer to any individual, sole proprietor, partnership (limited, limited liability or general), limited liability company, corporation, unincorporated association or any other similar or commonly recognized legal entity, and need not be capitalized.
- 1.7 "P.O." shall refer to this purchase order or the accompanying purchase order, in all events including these Terms and Conditions, whether such P.O. be transmitted in writing, by phone, electronically or otherwise, and the terms of which shall not be altered except as provided in Paragraph 2, below.
- 1.8 "Purchase" shall be interpreted to include both purchase and lease transactions and need not be capitalized.
- 1.9 "Supplier" shall refer to the seller identified on the P.O., the vendor of the Goods, and all of its affiliates, divisions, subsidiaries, successors, assignees, agents and employees.
- 1.10 "Specifications" shall refer to all specifications, descriptions, drawings, artwork, samples, part numbers and names and other detail and data identifying or describing the Goods.
- 1.11 "Terms and Conditions" shall refer to these purchase order terms and conditions.
- 1.12 "UCC" shall refer to the Uniform Commercial Code as enacted in Indiana.
2. **Berry's Offer and Supplier's Acceptance.** The P.O. constitutes an offer by Berry to purchase the Goods from Supplier according to the Specifications, instructions and conditions set forth in or accompanying the P.O. No terms contained in any invoices, order confirmations, or other documents provided by Supplier, either before or after the P.O., that is different from the terms set forth herein will be binding on Berry, and Berry hereby objects to and rejects any such different terms, except as expressly stated in writing by Berry. If the P.O. follows any previous offer or proposal from Supplier, Supplier's acceptance of any such offer or proposal is expressly made conditional on Supplier's assent to the terms of the P.O. Absent Berry's express written acceptance or confirmation of any such previous offer or proposal from Supplier, the P.O. is not acceptance or confirmation of any previous offer or proposal from Supplier, and the P.O. shall be deemed to be a rejection and counter-offer with respect to any such previous offer or proposal. Acceptance of any of the Goods shall not be construed as an acceptance or confirmation of any such previous proposal or offer. Supplier shall be bound by the P.O. when it commences production or delivers to Berry any of the Goods ordered, or when it performs any other act constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms and conditions additional to or different from those stated in the P.O. Berry expressly objects to and rejects any such different or additional provisions, and none of such provisions shall be deemed to be a part of the P.O. or the contract between the parties respecting the subject matter of the P.O. No additional or different terms offered by Supplier shall become part of the P.O. or the contract between the parties, the offer being expressly limited to the terms of the P.O.
3. **Shipping Instructions.** Whenever requested to do so, Supplier will identify the Goods in the manner specified by Berry. Supplier shall properly and carefully package the Goods in strict accordance with Berry's instructions, if any, and in all cases, in a manner appropriate for the Goods so as to minimize risk of damage in transit. Packing slips must accompany the shipment. Invoices, packing slips and containers must bear the P.O. number, stock number, vendor lot number, and description of Goods in a clearly visible position. Invoices and packing slips must be marked "complete" when the shipment is invoiced. Berry shall have the right at any time to specify the carrier or method of transportation, and agrees, unless necessitated through fault or choice of Supplier, to compensate Supplier for the excess cost of any specific transportation over the transportation cost for shipment in the manner specified in the P.O. Berry shall also have the right to require special, express or air shipments which will fall to meet the delivery requirements of the P.O. and Supplier shall pay or reimburse Berry for any resulting additional transportation costs. Unless expressly stated otherwise, Goods shipped pursuant to the P.O. are FOB Berry's dock and must be shipped to arrive arrival at "ship to" point free of damage and deterioration. Notwithstanding anything in the foregoing to the contrary, title to and risk of loss of the Goods shall pass to Berry only upon receipt of the Goods by Berry, and any rightful rejection or revocation of acceptance of any Goods by Berry shall immediately shift the risk of loss of such Goods, wherever located, to Supplier. Supplier agrees that any contrary provisions of sections 2-509 and 2-510 or other provisions of the UCC or other applicable Law shall not apply to the P.O. No charges will be allowed for boxing, packaging or cartage unless agreed upon in writing or set forth specifically in the P.O. All containers, pallets, drums, carboys or like packaging materials must be in good condition, clean, free of insects, rodents and foreign material and adequate for the purpose intended and if they are to be returned, must be shipped by Supplier on a no charge or consignment basis. Wood packing used for international shipments must meet current ISPM requirements as established by the International Plant Protection Convention. Supplier will comply in all respects with importation requirements and provide all necessary documents and information required to facilitate importation of Goods. Supplier will be responsible to pay all tariffs, duties and taxes related to the export of Goods and freight costs to Berry's dock. Any further impositions that Berry agreed to pay under a P.O. shall be and separately identified on Supplier's invoice.
4. **Supplier's Chain of Custody.** Supplier must be familiar with Customs-Trade Partnership Against Terrorism (C-TPAT) requirements and maintain a written security plan in accordance with such requirements addressing: container security and inspection, physical access controls, personnel security, procedural security, security training and threat awareness, and information technology security.
5. **Delivery:** Deliveries must be made at the time specified in the P.O. unless Berry is promptly notified and agrees in writing to alternate dates. Time is of the essence; Goods not timely delivered are non-conforming and shall constitute a breach of the P.O. notwithstanding any other provision of these Terms and Conditions that may allow Supplier to replace nonconforming Goods. Supplier also agrees to pay whatever additional cost, expense, loss or damage Berry sustains as a result of any delay or any other deviation from the P.O. in addition to any other damages or relief to which Berry may be entitled. If, for any reason, Supplier is compelled to use material other than what is required by the Specifications, Supplier must promptly notify Berry in writing; Berry then shall have the option to cancel the P.O. without penalty or to agree in writing to the modification. Any consequent delay beyond the date for delivery stated in the P.O. shall be a breach of the P.O. Unless by special arrangement authorized in writing by Berry, Berry shall not be liable for material processed in excess of fabricating, processing or shipping instructions issued by Berry. Any over-shipments are made at Supplier's risk and shall be a breach of the P.O., including minimum requirements, without advance written agreement and Berry reserves the right to reject and return the same at Supplier's expense. Berry shall have the right to cancel any future delivery on the P.O. for any reason upon ten (10) days' notice to Supplier.
6. **Inspection and Rejection:** Supplier shall provide and maintain an adequate inspection system covering the supplies, processing methods, special tooling, materials, workmanship, and final product ordered under the P.O. Supplier shall make its inspection records of all work and materials available to Berry during the performance of the P.O., and for four (4) years thereafter. Berry shall have the reasonable right and opportunity to inspect and test all supplies, processing methods, special tooling, materials, workmanship and final product ordered under the P.O. to the extent practicable at all times and places, including during the periods of manufacture. Berry shall not be deemed to have accepted any Goods until the expiration of a reasonable period of time for inspection after delivery which period of time shall not be less than ninety (90) days after delivery and Berry may thereafter reject or revoke acceptance of nonconforming Goods. Supplier acknowledges and agrees that Berry may inspect any commercial lot of Goods consisting of numerous units of the same product by inspecting only a reasonable sampling of such units and that Berry may reject or revoke acceptance of any other units of such commercial lot which Berry at a later time discovers to be nonconforming. If any Goods delivered are nonconforming in materials or workmanship or otherwise, Berry shall have the right, notwithstanding payment or any prior inspection or test, either to reject or revoke acceptance of such nonconforming Goods and to require that Supplier promptly replace or correct any such nonconforming Goods at Supplier's expense. If Supplier fails to promptly replace or correct such Goods after Berry requests Supplier to do so, Berry, in its sole and absolute discretion, either may (i) by contract or otherwise, replace or correct such Goods and charge to Supplier the increased cost occasioned to Berry thereby; (ii) accept the delivery of such Goods, or accept such service, subject to a reduction in price reflecting the reduced value attributable to nonconformance; or (iii) effect a cancellation for default subject to payment by Supplier to Berry of any damages resulting from such failure, as provided in section 13. Supplier assumes all transportation and handling costs and the risk of damage to or loss of nonconforming Goods.
7. **Berry's Security Interest in Rejected Goods:** Supplier grants Berry a security interest in any of the Goods which Berry rightfully rejects or with respect to which Berry justifiably revokes acceptance, to secure payment by Supplier of any portion of the purchase price paid by Berry and any damages suffered or losses incurred by Berry arising out of or relating to the defect or nonconformity giving rise to such rejection or revocation of acceptance.
8. **Warranty:** Supplier represents and warrants that all Goods: (i) will conform in all respects to the Specifications; (ii) will be properly labeled to disclose all materials used therein and will include all necessary instructions or recommendations relating to the handling, assembly, use and storage of the Goods; (iii) will be free of lead paint and other chemicals and substances prohibited, restricted or limited by any applicable Law ("Restricted Substances") unless Supplier specifically discloses to Berry in writing the presence and quantity of such Restricted Substances and Berry agrees in writing to accept the Goods with such Restricted Substances; (iv) will, in all respects, conform to all applicable Laws and are not articles that cannot, by Law, be introduced into interstate commerce; (v) will be manufactured in compliance with all applicable Laws, including all Laws regarding slavery and human trafficking of the country or countries in which Supplier does business; (vi) will be free of defects and fit for the purposes intended; (vii) will not be manufactured in whole or in part by any subcontractor unless approved in writing in advance by Berry; and (viii) will not include design, patent, trademark, copyright, trade dress or other intellectual property rights of any person. The four (4) year limitation period set forth in section 2-725 of the UCC shall not be changed and Supplier shall be deemed to have accepted the Goods and reserves the right at any time to make changes in the Specifications. Any difference in price or time for performance resulting from such changes shall be equitably adjusted, and the P.O. shall be so modified. Supplier further warrants that all Goods and any related articles or labor to be furnished pursuant to the P.O. shall comply with all applicable Laws and standards including those established pursuant to the Occupational Safety and Health Act of 1970 (OSHA), and by the National Fire Protection Association, National Electric Code, Environmental Protection Agency, and American National Standards Institute or their international equivalents as such Laws and standards exist at the time of shipment, delivery or furnishing of such Goods, articles, or labor. Supplier warrants that it complies with, and requires that all suppliers of materials used in the Goods comply with, the California Transparency in Supply Chains Act of 2010, the federal Victims of Trafficking and Violence Protection Act of 2000, and the federal Trafficking Victims Protection Reauthorization Act of 2011 if it becomes Law. Supplier additionally warrants that none of the Goods contain any conflict materials (which are tin, tantalum, gold and tungsten originating in the Democratic Republic of the Congo or an adjoining country) and that it complies with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and requires that all suppliers of materials used in the Goods provide similar written warranties to Supplier. Supplier further warrants that it complies with all anti-bribery Laws of the country or countries in which it does business including the Foreign Corrupt Practices Act, and requires that all suppliers of materials used in the Goods provide similar written warranties to Supplier. Supplier also warrants that it complies with all Laws that relate to the health, safety, and environmental protection of the community, including the following: Food, Drug and Cosmetic Act; Consumer Product Safety Act; Consumer Product Safety Improvement Act of 2008; Federal Hazardous Substances Act; Flammable Fabrics Act; Poison Prevention Packaging Act; heavy metals in packaging state statutes (CONEG statutes); California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); Tariff Act of 1930 and country of origin Laws; U.S. Environmental Protection Act; U.S. Toxic Substances Control Act, Fair Packaging and Labeling Act and all other applicable Laws as they exist at the time of shipment, delivery or furnishing of such Goods. Supplier agrees to supply to Berry material safety data sheets, certificates of compliance and all other documents and information required to be supplied under the P.O. and all Laws applicable to the Goods prior to delivery of Goods and related articles. Supplier shall provide updates when changes are made to these documents or at any time upon Berry's request.
9. **Certification:** Where specified, unless otherwise agreed to in writing, Supplier warrants that it will provide all appropriate certification(s) that the Goods comply with Specifications to Berry's satisfaction. Where applicable, Supplier must provide a certification of compliance with FDA regulations for certain conditions of use and compliance with Good Manufacturing Practices to Berry's purchasing department. If any of the Goods are subject to the provisions of the Federal Food Drug and Cosmetic Act (FDCA), Supplier will provide a signed guarantee consistent with the requirements of 21 U.S.C. 360c.13 concerning adulterated or misbranded drugs. If the Goods are subject to the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), Supplier will provide a signed guarantee consistent with the requirements of 21 U.S.C. 360c.13 concerning adulterated or misbranded pesticides. 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