

## TERMS AND CONDITIONS OF SALE

These terms and conditions apply to the viewing, purchasing and sale of products through <https://buy.greif.com/> (the "Site"). By viewing this Site, placing an order or completing a purchase, you agree to be bound by and accept these terms and conditions.

### OWNERSHIP OF MATERIALS, TRADEMARKS AND COPYRIGHT

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### PRICING AND SPECIFICATIONS

All information regarding pricing, products and services is subject to change. Greif reserves the right to make adjustments to pricing and products for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, and errors in advertisements.

Prices listed are net and do not include shipping charges, handling fees, taxes and/or duties. Those customers who claim exemption from taxes or duties are responsible for providing Greif with the necessary documentation at the time of purchase or taxes will be added to their order. Greif strives to maintain prices at a competitive level. Occasionally, prices change without notice due to circumstances beyond our control.

### SHIPPING

Most products are shipped F.O.B. to your location. FedEx is used whenever possible. However, should your order exceed FedEx size or weight limits, a "Freight Carrier" will be selected to make your delivery. For rush shipments, please request FedEx, UPS Air; Next Day, 2<sup>nd</sup> or 3<sup>rd</sup> day or Freight Collect. All shipping charges are prepaid by Greif and added to the customer's invoice unless you choose to pick up the items yourself at Greif's location. Any additional charges for services requested by the customer, including but not limited to inside delivery, special routing, residential delivery, lift gate services or pre-delivery notification must be paid by the customer.

### RESIDENTIAL DELIVERY

Residential delivery is selected by default if you identified your ship-to address as a residence or if the carrier determined your location is residential. Additional shipping fees have been included in your estimate.

### INSIDE DELIVERY

Specify if you need inside delivery when placing your order. There may be an additional charge when using a freight carrier.

### LIFT GATE SERVICE

Specify lift gate service if you need your shipment unloaded off the delivery truck when using a freight carrier. Extra charge for this service varies by carrier.

### RETURNS

If for any reason you are dissatisfied with a purchase you made from Greif, you may return the merchandise within 30 days. Please contact customer service at 1-909-941-4570 for a return authorization number or complete the online return form at <https://buy.greif.com/return-policy> and return the merchandise within 30 days.

Customers will be responsible for shipping charges, including cancelled orders. Due to their nature, custom and made-to-order products cannot be accepted for return unless the product was defective upon delivery.

If a product is damaged during delivery via a freight carrier, contact the carrier for an immediate inspection and notate the damage on the carrier's delivery receipt. Request a copy of the inspection report on the damaged shipment from the carrier to be provided to you within 10 business days. Forward the inspection report and original packing list to Greif and we will file a claim on your behalf and immediately replace the damaged item(s).

If a product is damaged during delivery via FedEx or Parcel Post, you must note the extent of the damage on the back of the packing list. Once complete, forward the packing list to Greif and hold the damaged materials for disposition instructions.

### LIMITED WARRANTY

All products are warranted by Greif to be free from defects in materials and workmanship for one year. If any product fails to meet such warranty, Greif's liability is limited to either the replacement value of such defective product, or issue a refund or credit against the purchase price of such defective product. **GREIF AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. GREIF'S OBLIGATIONS DESCRIBED IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST GREIF FOR ANY LIABILITY WITH RESPECT TO THE PRODUCTS.**

### LIMITATION OF LIABILITY

**GREIF WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGES.** Greif is not responsible for delays in delivery which result from any circumstances beyond its control. Greif's aggregate liability shall not exceed the purchase price paid for any products purchased through this Site, or, if no such products were purchased, ten dollars (\$10.00).

### APPLICABLE LAW

This Site is controlled by Greif from our offices within the State of Ohio, USA. By accessing this Site you agree that the laws of the State of Ohio, without regard to conflicts of laws principles, will apply to all matters relating to the use of this Site and the purchase of products available through this Site. Customer may not bring any action under or arising from this Site unless such action is commenced within one year after the cause of action accrues. This Site shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. **Any litigation will be brought exclusively in Franklin County, Ohio and customer consents to the jurisdiction of the Federal and State Courts located therein, submits to the jurisdiction thereof and waives the right to change venue.**

### ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement and understanding between you, the customer, and Greif concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by Greif representatives or any alternate terms supplied by you to Greif unless otherwise agreed to by Greif in writing. To the extent that anything in or associated with this Site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.