

TERMS OF SALE: SEALED AIR.COM WEBSITE

These Terms of Sale ("**Terms**") govern all purchases of products ("**Products**") sold by Sealed Air Corporation ("**Sealed Air**", "**we**", "**us**" or "**our**") through the website located at <https://sealedair.com> (the "**Site**"). You agree to these Terms by placing your order for Products via the Site. These Terms are a binding agreement between us and you. We may periodically add to, modify or otherwise update these Terms in our sole discretion by notifying you that a new version of these Terms has been posted to the Site. It is your responsibility to review these Terms for any additions, modifications or updates each time that you access the Site. Your use of the Site following any additions, modifications or updates to these Terms constitutes your acceptance of the new Terms.

In addition to these Terms, the terms contained within our Terms of Use and Privacy Policy also apply to your purchase of Products and use of the Site.

1. **ELIGIBILITY.** You must be 18 years of age or older to visit or use the Site and make any purchases. By visiting and/or using the Site or otherwise accepting the Terms, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by these Terms. You also represent and warrant to us that you will use the Site and any Products in a manner compliant with all applicable Federal, State, Provincial or local laws and regulations and that you are buying Products from the Site solely for your own personal use and not for resale and/or export. You acknowledge that you are solely responsible for determining prior to use whether the Product can be legally and safely used for your proposed use.

2. **ORDERS.** By adding desired Products to your cart, submitting all required information, and otherwise taking all required actions during the checkout process, you have placed an order with us and are bound by such order, subject to the availability of the Products ordered. By placing your order, you acknowledge and agree that final pricing for your order is subject to applicable taxes (which may vary from the estimated taxes set forth on the checkout page), as well as any freight charges, surcharges, price increases or quantity adjustments that may be communicated to you. You should check your order and the information provided about your order carefully before you submit your order. We will confirm receipt of your order by sending a confirmation to the email you provided with your order. This does not mean that we have accepted your order. We will contact you if your order is not accepted. We reserve the right to cancel any order at any time in our sole discretion. While we make every attempt to ensure that the Products displayed on the Site are available for purchase, there may be times when we no longer have a Product you have ordered available. In such event, we will refund the applicable purchase price. If any problems arise with your order, or with the shipping address or Payment Method (as defined below) associated with your order the order may be canceled. Our acceptance of your order takes place only when we have received payment from you and shipped your order. Unless otherwise agreed by us, the Products identified on the invoice will be billed at the price in effect on the date of shipment.

3. **PRODUCT DESCRIPTIONS; PRICING.** We make good faith efforts to be accurate when describing and pricing the Products available on the Site. However, we do not warrant the accuracy or completeness of any information or other content available on the Site including but not limited to prices, Product images, specifications and availability. If a Product offered by us is not as described, your sole remedy is to return it in unused condition. We cannot confirm the price of an item you order via the Site until we have accepted your order. We reserve the right to revise prices at any time prior to such acceptance and the Products ordered will be billed at the price in effect on the date of shipment. Occasionally information on the Site may contain typographical errors, inaccuracies or omissions related

to Product descriptions, pricing, promotions, offers, Product shipping charges, transit times, availability and other information. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order).

4. **PAYMENT.** All applicable prices are set forth alongside the Products offered on the Site. Such prices are subject to change at any time by us in our sole discretion. You will be responsible for the prices stated at the time of shipment, as well as any sales, use, excise and related taxes. Payment may only be made with a valid credit card ("**Payment Method**"). By using a Payment Method, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

5. **SHIPPING.** We will ship your accepted order to you at the address you provide when making the order. Products typically ship within 3 business days from the time of order entry. Products are typically shipped via UPS or other national parcel shipping provider; however, should your order not be eligible for parcel shipping because it exceeds the shipper's size or weight limits or other reasons, a freight carrier will be selected to expedite delivery and we will notify you of the shipping requirements. Some Products may require expedited shipping to prevent damage to products while in transit - these items will be shipped via expedited/overnight delivery. Unless otherwise agreed by Sealed Air in writing, you are responsible for all associated shipping and handling charges in addition to the purchase price and applicable taxes. While we agree to use reasonable efforts to meet any shipping and delivery date estimates provided, we are not responsible for any delays in shipments.

6. **WARRANTIES.**

6.1. **PATENT:** We warrant that the Products will not in themselves infringe any United States patent. We assume no obligation for patent infringement resulting from the use of the Products in combination with other material or in the operation of any process. Liability under this warranty is conditioned upon you giving us prompt written notice of any claim of patent infringement made against you and granting us exclusive control of settlement and/or litigation. We may discontinue delivery of the Products if in our opinion their manufacture, sale or use may constitute patent infringement.

6.2. **EQUIPMENT:** We warrant that for the Warranty Period (defined below) all Products consisting of new manufacturing equipment for the production of end-use packaging will be free from defects in material and workmanship provided that they are given normal use and proper maintenance. The term of the warranty ("**Warranty Period**") shall be as stated on our specification or price sheet or warranty document supplied with the equipment or, if not so stated, then the warranty shall be for 90 days after shipment of the equipment. Any warranties on equipment or major components from the original manufacturer will, to the extent permitted, be passed on to the purchaser. All warranties extend only to the purchaser and are not transferable upon resale. The above warranties shall not apply if: (i) the equipment has not been properly transported, stored, installed, operated or maintained; or (ii) any modifications, repairs, alterations or additions are made to equipment without our prior written approval or if repairs are made without prior notice to us, or by persons other than authorized factory representatives of the equipment manufacturers. The above warranties shall not apply to Instapak® equipment for the production of polyurethane foam if chemicals other than Instapak® chemicals are used in the equipment. Warranties do not apply to consumable or expendable Products such as cartridges, elements, tapes, fuses, etc.

6.3. **PRODUCTS:** We warrant that the Products (excluding manufacturing equipment), other than Instapak® Products, when used specifically as authorized by us and without modification

thereto, will conform to our published product specifications and will be free from material defects in manufacture for a period of 30 days from shipment. We warrant that for a period of six months from shipment, Instapak® Products when used specifically as authorized by us and without modification thereto and when used with compatible Instapak® equipment and in accordance with our instructions, will produce polyurethane foams that meet our foam specifications. We warrant that Instapak® Quick™ bags will be free from material defects in manufacture for a period of six months from shipment. We make no warranty whatsoever as to the performance of Instapak® Products used with third party equipment. Without limitation of the foregoing, any Products manufactured by a third party and either sold separately or incorporated in any Products provided hereunder are not covered by this limited warranty. This limited warranty extends only to you as the original purchaser of our Products from our Site and not to any subsequent owner or beneficiary of any goods or services received hereunder. No warranty shall apply when the Products are: (a) subject to negligence, misuse, abuse, accident, improper installation and handling, unusual environmental conditions or other extreme stress, alteration, repair by anyone other than us (or our authorized representative); (b) used with any third-party product or service (other than as specifically authorized in advance by us); or (c) used in violation of any provided instructions.

7. REMEDIES and LIMITATIONS. Notwithstanding anything set forth herein to the contrary, and subject to applicable law, with respect to any claim or damage arising out of or related to any Products (including equipment) provided or to be provided under and/or related to these Terms (whether such claim or damage is based on contract, tort, statute/law or otherwise) including whether the Products are non-conforming or defective or there is breach of these Terms including any delay in performance or non-performance respecting these Terms or any portion thereof, you acknowledge and agree that your sole and exclusive remedy with respect to any claim or damage and our maximum monetary liability shall be, at our option, either: (i) the repair or replacement of the Products in question; or (ii) a credit or refund of the purchase price associated with such Products. We shall in no event be liable for loss of profit, business contracts or revenue, downtime, anticipated savings, special, incidental, indirect, consequential or penal damages whether for conforming, non-confirming Products or anything respecting these Terms. Our liability for failure of any equipment to meet our written performance specifications, if any, shall be limited to accepting the return of equipment if made within the Warranty Period and to repay or credit the purchase price. You are responsible for the costs of all shipping and transporting for the return of defective Products, as well as replacement Products. All claims based on the warranties in Sections 6.2 and 6.3 must be made in writing and within ten (10) days after the expiration of the applicable warranty period or be forever waived.

8. DISCLAIMERS. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, WE MAKE NO WARRANTIES OR REPRESENTATIONS, AND WE EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; AND (D) ALL OTHER WARRANTIES WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

9. ADVICE. Any technical or other advice furnished before or after delivery regarding the use of the Products is furnished on the basis that it represents our best judgment under the circumstances but that it is used at your sole risk. Notwithstanding any technical

advice given to you, you should test the application of our Products to determine the suitability of the Product for your intended use.

10. RETURNS. All returns, as well as all claims of damage or rejections are subject to approval by Sealed Air. Please contact a Customer Service Representative at 1-877-722-3741 to obtain a return authorization prior to returning or rejecting any items. No returns or refunds shall be approved after 30 days of receipt of a Product by Buyer. Stock, non-custom Products may be returned provided: (i) the Product(s) were not designated as non-returnable at the time of sale; (ii) your return is made within thirty (30) days of delivery; and (iii) the Products are returned in the same condition and packaging as originally received by you. Unless otherwise agreed to by us, you are responsible for all shipping charges in connection with any return. You bear the risk of loss or damage during any return shipment. For authorized returns, your refund will be credited back to the same Payment Method used to make the applicable purchase once the returned Product is received by us.

11. PRINTING, ETC. All printing, artwork and compositions shall be subject to the print procedures and requirements of the business unit of Sealed Air performing the work.

12. EQUIPMENT. The purchase of equipment from us confers no license, express or implied, under any trademark, patents or industrial design. Repair and other replacement parts for any equipment are subject to all the foregoing conditions. You are responsible for all costs and personnel to uncrate and move equipment to its place of installation, as well as for all switches, controls, electrical circuits, steam, water, air supply, floor drains and any other physical plant change necessary for operation of the equipment.\.

13. FORCE MAJEURE. We shall not be held liable for delays or non-performance due to and no liability shall result from any cause (including without limitation Acts of God, force majeure, labor trouble, inclement weather, shortage of or inability to obtain materials, equipment or transportation or significant increase in their price and/or orders of courts) beyond our reasonable control. If our supply of Products to be sold is limited by any such cause, we shall have the right to reduce or cancel in its entirety our commitment under these Terms.

14. PRIVACY POLICY AND WEBSITE TERMS OF USE. Please review our [Privacy Policy and Terms of Use](#), which are each incorporated herein by reference. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site. The Terms of Use governs your use of our Site in general.

15. ENTIRE AGREEMENT. These Terms, the Terms of Use and Privacy Policy, collectively, constitute the entire agreement between you and Sealed Air with respect to the use of and all transactions on the Site including but not limited to your purchase of Products.

16. THIRD PARTY BENEFICIARIES. These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

17. SEVERABILITY. If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance.

18. GOVERNING LAW. These Terms and all transaction hereunder and all disputes arising out of or relating thereto shall be

governed by and interpreted in accordance with the laws of the State of North Carolina, U.S.A., without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction and, to the extent applicable, U.S. federal law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or any sales contemplated hereunder.