

### Terms and Conditions of Purchase

These Terms and Conditions of Purchase (“**Terms**”) govern the purchase of goods (“**Goods**”) or services (“**Servies**”) by GC Packaging, LLC (“**GCP**”) from the supplier (“**Supplier**”) named on the applicable purchase order (“**PO**”) and collectively with these Terms, the “**Agreement**”). This Agreement supplements the terms and conditions of any Supplier Agreement or Manufacturer Agreement (each a “**Supplier Agreement**”) entered into between Supplier and GCP, if any. In the even of any conflict between the terms of this Agreement and the terms of any Supplier Agreement, the terms of the Supplier Agreement will control.

1. **Acceptance and Rejection.** Acceptance of any PO, provision of any Services or shipment of Goods by Supplier shall be considered acceptance of, and agreement to, of all terms and conditions herein. No agreement, understanding or proposal for additional terms (whether or not included in Supplier’s acknowledgement) shall be binding unless set forth in writing and signed by both parties. No oral promises or oral orders shall be considered part of this Agreement.

2. **Payment Terms.** All PO’s will be issued on payment terms of 2% 10, net sixty (60) days. Any changes to these payment terms must be included in the PO or expressly agreed upon in writing by an authorized employee of GC prior to issuance of PO. Supplier will send an invoice promptly after shipment of the ordered Goods or completion of the Services or at such other time as may be specified in the PO but, in any event, not more than sixty (60) days thereafter, by electronic means to [accounting@gcpackaging.com](mailto:accounting@gcpackaging.com), an invoice for the Goods or Service listing the quantity, purchase price, PO number, dates, GCP contact information, description and any other reasonable applicable references for the Goods or Service. GCP shall not be liable for and shall not be required to pay any invoice that is sixty (60) days or more overdue and may pay such amount in its sole discretion. A delay in the invoice creation will not reduce the number of days GC has to process and submit payment for any invoice while remaining within the stated payment terms.

3. **Title, Shipping and Risk of Loss.** All POs will be designated FOB destination unless otherwise indicated in the PO or expressly agreed upon in writing by an authorized employee of GC. Notwithstanding the freight terms used, no liability will be incurred by GC and risk of loss shall not pass to GC until legal title passes upon acceptance after inspection at the destination. Signing of a bill of lading or delivery receipt shall not constitute acceptance or a waiver of rights or remedies for any breach. If freight is charged to GC, then all Goods or materials must be packaged and classified to take advantage of the lowest applicable shipping rate. Supplier will be charged back for excess freight costs due to due to shipping other than specified. Foreign shipments must be preceded by all documentation necessary to comply with the importing countries import laws. All documentation should be forwarded to the attention of the Logistics Manager at GC, WITH A COPY TO the Purchasing Manager at GC.

4. **Price Changes.** Supplier may not increase a price specified on a PO unless prior written approval is obtained from GC. An approved price increase shall become effective no sooner than ninety (90) days after Supplier’s receipt of such approval from GC.

5. **Warranties and Guarantees.** Supplier represents and warrants that: (a) Supplier is financially solvent and has the ability to perform its obligations hereunder; and (b) the person executing this document is a duly authorized officer or representative of Supplier with the authority to enter into and bind Supplier to this Agreement. Supplier will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Supplier further represents and warrants that all items within the scope of the inspection shall conform to all applicable laws and codes and shall be in conformance with all applicable permits.

6. **Inspection.** GCP shall have the right to inspect all Goods and Services prior to acceptance and reject any non-conforming Goods or Services. A delay in inspection shall not constitute a waiver of GCP’s objections to the condition of the Goods or Services on receipt by GCP or GCP’s agent who shall have the right to reject, at any time, any Goods or Services which fail to conform to GCP’s specifications or

Suppliers' representations or warranties, expressor implied. The failure of GCP or GCP's agent to reject improper Goods or Services and the use thereof by GCP or GCP's agent, whether with or without the knowledge that the materials do not conform to the specifications, representations and warranties, shall not relieve Supplier from liability for all the damages sustained by GCP or GCP's agent due to the condition of the materials delivered by Supplier.

7. **Indemnification and Product Liability.** Supplier shall indemnify and hold harmless GCP from any claims, suits, judgments, fees and costs (including reasonable attorney's fees) to the extent or arising out of the Supplier's negligent performance of the Services purchased hereunder including death, personal injury, damage to property, or the infringement of any patent, copyright, trade secret design, trademark or other intellectual property right of a third party.

8. **Insurance.** Supplier shall, at its own expense, maintain: (a) workers' compensation insurance coverage in such amounts as required by applicable law, and (b) commercial general liability insurance (including product liability) with a minimum combined limit of at least Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate. GCP and its designees will be designated as an additional insured and loss payee on the commercial general liability and worker's compensation. Supplier will furnish GCP a certificate of insurance evidencing such insurance coverage upon request. Supplier's obligations under this Section 8 shall in no way affect the indemnification, remedy or warranty provisions set forth in this Agreement.

9. **Termination, Cancellation and Returns.** GCP expressly retains its right to terminate and/or pursue a claim or charge-back with Supplier for shortage, damage, lack of timely shipment or other defect of freight that comes to GCP's attention. GCP reserves the right to terminate or cancel any PO in whole or in part at any time before receipt of the Goods without incurring any liability. GCP shall only be responsible to pay Supplier for authorized and accepted shipments made prior to the date of termination.

10. **Intellectual Property.** Supplier acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, logos or work product owned or created by GCP is and shall remain the sole property of GCP. Supplier will provide requested specimens, samples, diagrams and signed documents to assist in perfecting GCP's IP rights.

11. **Other Terms.** Supplier understands and acknowledges that GCP is purchasing Goods, materials or Services in connection with production activities and that time is of the essence with respect to the delivery and provision of the PO. If at any time Supplier reasonably expects that delivery or performance, as applicable, is not expected to be made on-time, Supplier shall promptly notify GCP of the reason for and anticipated length of the potential delay and shall use its best efforts, at Supplier's own cost and expense, to expedite delivery. Within five (5) business days after receipt of such notice, GCP may, without prejudice to any other rights or remedies, cancel all or any portion of its undelivered PO hereunder.

12. **Amendments.** There shall be no changes to any PO unless agreed to in writing and signed by an authorized agent of each party. Changes to this Agreement may occur from time to time but the changes will not be retroactive to any previously accepted PO.

13. **Fees and Expenses.** All costs and expenses, including but not limited to attorney's fees, incurred by GCP due to Supplier's violations under any PO or these Terms and Conditions of Purchase will be charged to Supplier. Supplier agrees that GCP shall have the right to offset any such fees and expenses and Supplier expressly agrees to reimburse GCP for all such costs and expenses.

14. **Use of Name and Publicity.** Supplier will not use GCP's name, trademark or other indicia, or make a claim that GCP endorses Supplier or Supplier's Goods or Services or put forth any press release or public statement without GCP's prior written consent which may be withheld for any reason or, if given, withdrawn at any time.

15. **Security.** Supplier shall maintain adequate safeguards to ensure that GCP's product, in whatever form, is fully secure and fully accounted for at all times. Supplier acknowledges the collectible nature of

GCP's products and further acknowledges that any breach in security could have an adverse effect on the integrity of GCP's products.

16. **Compliance with Laws.** Supplier covenants, represents and warrants that the materials, merchandise, products, and/or Services furnished under this Agreement have and will be manufactured, produced, handled, packed, packaged and/or provided, and Seller shall perform its obligations under this Agreement, in compliance with all applicable statutes, laws, ordinances, rules, regulations and orders of any and all federal, national, state, and local governments, commissions, boards, or other regulatory or administrative bodies, without limitation in any respect. Supplier agrees and represents that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, age, sex, disability, origin, or any other protected classification under federal state or local law or ordinance. Supplier further acknowledges the provisions of Executive Order 11246.503 of the Rehabilitation Act of 1973, as amended and the Vietnam Era Veteran's Readjustment Act as amended and agrees to fully comply with any provisions of those statutes or orders to which it is obligated.

17. **Fair Labor Standards Act; Code of Conduct.** Supplier agrees and certifies that the Goods or materials to be furnished or manufactured hereunder have been or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the United States of America Federal Fair Labor Standards Act, as amended, the regulations of the U.S. Department of Labor issued under Section 14, and the U.S. occupational safety and health act. Assurance that the Goods and materials were so produced shall be given to GCP by the supplier if requested. Further, Supplier shall, at all times relevant hereto, comply with Fanatics' Code of Conduct, found here: [https://static1.squarespace.com/static/5ff494b9931735466ce28d5b/t/60134904ccabb90d3ba64f25/1611876614860/Code Compliance Poster+-+11+Languages.pdf](https://static1.squarespace.com/static/5ff494b9931735466ce28d5b/t/60134904ccabb90d3ba64f25/1611876614860/Code+Compliance+Poster+-+11+Languages.pdf).)

18. **Assignments.** Any PO or any part thereof shall not be assigned by the Supplier, or performance hereunder delegated or sublet, without first obtaining GCP's written approval. If Supplier shall fail to observe this provision, GCP shall have the right to cancel this order and hold Supplier responsible for any damages caused to GCP as a result thereof.

19. **Labor Dispute.** Supplier shall promptly notify GCP of any actual or threatened labor dispute that may delay performance of any purchase order.

20. **Governing Law.** This Agreement shall be governed by and interpreted according to the laws of the State of New York without giving effect to principles of conflicts of law. Buyer and Seller agree that any suit, action or proceeding brought under this Agreement or in connection with this Agreement may be brought only in a Court of the State of New York or any Federal Court located in the County of New York and both parties agree to consent to such exclusive jurisdiction and waive any objection thereto on the basis of personal jurisdiction and venue.

21. **Severability.** If any provision of this Agreement is held to be invalid, the remaining parts of this agreement will continue to be valid and enforceable.

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