

**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 1

PO Number	2953294	- 000 OP
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VENDOR CODE	BRANCH / PLANT
101706	JACK
COMPANY	00025

**VENDOR:**

HI-SPEED INDUSTRIAL SERVICE  
PO BOX 2959  
JACKSON MS 39207

**SHIP TO:**

BPC00000025  
KERR GROUP LLC  
sub BERRY GLOBAL, INC  
1005 LOWER BROWNSVILLE ROAD  
JACKSON TN 38301

PO DATE	CARRIER	FREIGHT	PAYMENT TERMS		TAX	
5/21/19		.	Net 30 Days			
BUYER		ORDER PLACED BY	ORDER TAKEN BY	REQ. DATE	PROMISED DELIVERY	
WILLETT, MATT		JCDYSON		05/27/19	05/21/19	
QUANTITY	ITEM NUMBER	DESCRIPTION	ORIG ORDER	REQ DATE	UNIT COST	EXTENDED COST

\*  
\*\*\*\*\*  
\* Please confirm P.O. w/current pricing and leadtime \*  
\* via fax to 812-492-9412 or e-mail to: \*  
\* chrisdyson@berryglobal.com \*  
\*\*\*\*\*

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All inbound collect TL or LTL freight paid by Berry Plastics requires routing through Berry's TMS system. Please contact the receiving location for routing instructions. Failure to route inbound freight using Berry's TMS process will result in short payment of freight on the suppliers invoice.

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1 EA	Annual Crane Inspections	1533856 OR	05/27/19	2,075.0000	EA	2,075.00
Line: 1000						

**Net 30 Days**

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.

<b>TOTAL TAX:</b>	
<b>ORDER TOTAL:</b>	USD 2,075.00

**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 data identifying or describing the Goods.
- 1.11 "Terms and Conditions" shall refer 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 risk of any 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. 351 and 21 CFR 312.33 covering the adulteration of the Goods. 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. 346 and 21 CFR 155.102. Supplier certifies that neither it nor its principals (owners/senior officials) nor any subcontractor used in relation to the Goods supplied to Berry are debarred or suspended from U.S. Government procurement programs under the rules prescribed by 48 CFR 9.4. Supplier shall promptly (within 15 days) notify Berry of any change in this status, including Supplier's receipt of any notice proposing Supplier for debarment or suspension from U.S. Government procurement programs. Supplier further certifies that it complies with all applicable anti-bribery laws of the country or countries in which Supplier does business including the Foreign Corrupt Practices Act and that Supplier requires the same degree of compliance certified in writing from all of its suppliers of materials used in Goods sold to Berry. Supplier accepts all responsibility for the information provided on any document certifying the Good's country of origin or qualification for trade preference upon import and agrees to provide supporting documents for such claims including appropriate letters, affidavits, and production and financial records as deemed necessary. Any liabilities resulting from import claims made with inaccurate or incomplete data related to origin and trade preference are the responsibility of Supplier.
10. **Ethics and Compliance:** Supplier confirms it shall comply with all applicable Berry policies including: Berry Global, Inc. Sustainability Policy and Supplier Code of Conduct. Berry shall have the right to conduct audits of Supplier's facilities, books, and records to confirm compliance with Berry policies.
11. **Intellectual Property/License/Confidential Information:** All information conveyed by Berry regarding prices, costs, discounts, inventions, planned and existing products, packaging, customers and distributors as well as information regarding Berry's business or finances, production methods, know-how and other information used by Berry is proprietary and confidential and to the extent that the Goods include or embody any of Berry's intellectual property, including trademarks, service marks, trade dress, copyrighted material or any other material, information or data which, in the form and manner presented, are proprietary to Berry, all such information and intellectual property shall be deemed "Confidential Information" and, as applicable, trade secret information, and Supplier shall have only a limited, temporary, revocable, non-exclusive license (not including any have-made license) to use the Confidential Information only for the time period and to the extent necessary to complete the P.O. Supplier must: (i) employ safeguards at least as stringent as it employs for protection of its own confidential information but no less than a reasonable degree of care to protect such Confidential Information; (ii) not permit the use or disclosure of any Confidential Information to any person other than those employees of Supplier who have a need to know to fulfill the P.O.; (iii) not reproduce, copy, reverse compile, reverse engineer or misuse or misappropriate any Confidential Information and (iv) promptly report to Berry in writing any attempted use of the Confidential Information in violation of this section. When no longer required to fulfill the P.O., Supplier will return such Confidential Information or destroy it and provide acceptable proof thereof to Berry. Supplier shall not be liable for the use or disclosure of Confidential Information by third parties. If any breach of the Confidential Information by Supplier or any of its employees or subcontractors occurs, the P.O., shall be entitled to equitable relief including injunctions and any other or additional relief available under the Uniform Trade Secrets Act as enacted in Indiana, including attorney's fees even if the Confidential Information under consideration does not amount to a trade secret under that act.
12. **Indemnity:** Supplier agrees to defend, indemnify and hold harmless Berry its affiliates, related companies, and customers, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "Berry Parties") from and against any and all claims against or incurred or paid by the Berry Parties arising out of or otherwise relating to the subject matter of this P.O., including, without limitation: (a) claims related to the breach of any warranty in paragraph 7 herein or of any warranty provided or implied by Law or delay in performance; (b) claims related to any certification required or provided pursuant to Paragraph 8 herein; (c) claims for property damage, personal injury or death; (d) claims that the Goods infringe, or their importation, use or resale, infringes the intellectual property rights of any other person; (e) claims based upon the quality and/or condition of the Goods; (f) claims by governmental agencies; and (g) claims arising out of the negligent or intentional wrongdoing of Supplier or its servants, employees, independent contractors, agents or representatives. Supplier's indemnification obligation shall include any and all costs and expenses incurred by the Berry parties in connection with such Claims, including, without limitation, reasonable fees and expenses of an attorney of the Berry Parties' choosing. Supplier agrees that, during the course of filling the P.O. and for four (4) years thereafter, it will maintain comprehensive general and product liability insurance, including blanket contractual liability and personal injury liability in an amount not less than five million dollars (\$5,000,000.00) combined single limit. Such insurance shall be written on an occurrence policy form with an insurance company with a current Best Rating A, or better. Supplier shall cause its insurance policies to be endorsed to include the Berry Parties as additional insureds thereunder and will contain a full waiver of subrogation, indemnity, defense or equitable or contractual contribution by the insurer against the additional insureds. Such endorsement shall stipulate that the required coverage will not be reduced or canceled without thirty (30) days' prior written notice to Berry. Such endorsements shall also stipulate that such coverage will be primary and that Supplier and its insurers will have no rights to share in or otherwise obtain contribution from other insurance maintained by the Berry Parties. Within thirty (30) days of Berry's written request, Supplier will provide certified copies of the above-referenced insurance policies, including all endorsements, riders, and exclusions. Compliance with the foregoing insurance requirements shall not limit or obviate in any respect Supplier's obligations under this P.O. to defend and indemnify the Berry Parties.
13. **Prices:** In all cases, (i) Berry shall not be billed at prices higher than those stated in the P.O.; (ii) any changes in prices must be authorized in writing by Berry; and (iii) if no price is shown, Berry's authorized agent must be notified of the price and must accept such price in writing prior to Supplier filling the P.O. Unless otherwise specified on the P.O. (iv) the price stated shall include all charges for packing, hauling, storage and transportation FOB Berry's dock. Except as otherwise required by federal or state Laws, Supplier agrees to pay any federal, state or local tax, value added tax, use tax, duties, import fees or other taxes or assessments which may be imposed upon the Goods. All taxes applicable to Berry and paid by Supplier must be included in and shown separately on the invoice to Berry. Supplier agrees that any price reduction made with respect to the Goods subsequent to the date of the P.O. but prior to payment will be applicable to the P.O. Supplier represents and warrants that the prices for the Goods will always be the lowest prices paid by or available to other purchasers of Goods in similar or lesser quantities. Unless otherwise stated on the P.O., payment terms shall be terms of 2% 10net/60 days after the later of Berry's receipt of: (i) Supplier's invoice or (ii) the Goods. If the Supplier is located outside the United States and deals in a currency other than the U.S. dollar, the parties will agree on a rate of exchange as of the time of the P.O. but if the parties fail to so agree, Berry shall have the benefit of the more favorable rate of exchange based on the date of the P.O. or date of shipment of the Goods. Berry reserves the right to deduct, set-off or otherwise withhold payments determined by Berry to be due and owing by Supplier.
14. **Events of Default:** Supplier shall be deemed to be in default in case of: (i) delay in or failure of delivery of Goods; (ii) delivery of Goods that are nonconforming in any other way; (iii) breach of warranty; (iv) breach of any provision of the P.O.; or (v) any other act or omission, whether pursuant to agreement or otherwise, which gives Berry reasonable grounds to be insecure with respect to Supplier's performance of the P.O. Supplier further shall be deemed to be in default upon the occurrence of any of the following events, or of any other comparable event: (i) insolvency of Supplier; (ii) Supplier's filing of a voluntary petition in bankruptcy; (iii) the filing of any involuntary petition to have Supplier declared bankrupt provided it is not vacated within sixty (60) days from the date of filing; (iv) the appointment of a receiver or trustee for Supplier provided such appointment is not vacated within sixty (60) days from the date of such appointment; (v) the execution by Supplier of an assignment for the benefit of creditors.
15. **Berry's Remedies Upon Supplier's Default:** Upon default by Supplier, Berry will be entitled to recover its costs of cover, lost sales and profits, other incidental and consequential damages, and will be entitled to all other rights and remedies available under the P.O., the UCC and at law and in equity and may (but will not be obligated to) do any or all of the following: (i) reject or revoke acceptance of any or all of the Goods, whether or not such Goods are nonconforming and whether or not the condition or delivery thereof otherwise relates to, pertains to, concerns or gives rise to such event of default, and return them to Supplier at Supplier's own risk and expense; (ii) require Supplier to repair or replace rejected Goods, or to provide a full refund of the price of the rejected Goods; (iii) obtain replacement Goods from an alternative supplier and recover from Supplier and additional costs incurred by Berry in obtaining replacement Goods; or (iv) immediately terminate the P.O. without obligation or liability whatsoever with respect to Goods not yet delivered to Berry at the time of such termination. Berry's decision to pursue any remedy shall not be deemed to be an election not to pursue any other remedy at the same time or any other time. In all cases, Berry shall be entitled to recovery of its reasonable attorney's fees and expenses.
16. **Equal Opportunity and Other Laws:** By accepting the P.O., Supplier warrants and certifies that the Goods have been or will be produced in compliance with all applicable Laws, including the Fair Labor Standards Act; Executive Order No. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and Vietnam Era Veterans Readjustment Assistance Act of 1974 and their implementing rules and regulations pertaining to equal opportunity employment. In the event any of the Goods are manufactured outside of the United States, Supplier further agrees to comply with all applicable Laws of the jurisdiction in which manufacturing occurs and in addition will insure that under no circumstances shall the Goods be manufactured or handled by indentured, slave or prison labor or by children under the age of 16 years or such older age as may be imposed by the applicable Law of the jurisdiction in which manufacturing occurs.
17. **Conflicts:** To the extent that there are conflicts between these Terms and Conditions and the accompanying P.O. or purchase agreement not including these Terms and Conditions, the conflicts shall be resolved in favor of the accompanying P.O. or purchase agreement without including these Terms and Conditions.
18. **General:** Except to the extent the P.O. may be referred to or incorporated by reference in any separate agreement between Berry and Supplier, the P.O. shall constitute the complete understanding and contract between Supplier and Berry with respect to the subject matter hereof. Berry shall not be bound by any purported rescission or modification of such contract, and shall not be deemed to have waived any provision of or default under such contract, unless rescission, modification or waiver is set forth in writing signed by an authorized representative of Berry. No waiver of any provision of or default under such contract in any particular instance shall be deemed or construed a waiver of any other provision or default, whether similar or otherwise, in any other instance. All provisions of the P.O. providing for any act or activity or forbearance following fulfillment of the P.O. (including, without limitation, Sections 7, 8, 9, 10, 11 and 14) shall survive fulfillment of the P.O. until the provisions have been fulfilled or satisfied or until the period of time which is included in the provisions expires or by reference to or pursuant to the applicable statute of limitations has expired. The parties are independent contractors. Supplier is an independent contractor manufacturing the Goods for Berry. Nothing in this P.O. or in the activities contemplated by the parties hereunder will be deemed to create an agency, partnership, employment or joint venture relationship between the parties or any of their subcontractors or representatives. . The P.O. is not assignable by Supplier but may be assigned by Berry. If any provision of the P.O. is held invalid by any court in a final decision from which no appeal can be taken, such provision shall be deemed modified to eliminate the invalid element and as so modified, such provision shall be deemed a part of the P.O. The invalidity of any provision of the P.O. shall not affect the force and validity of the remaining provisions. The contract between the parties shall be governed in all respects by and interpreted in accordance with the Laws of the State of Indiana without application of its conflict of laws provisions. Any and all disputes between the parties shall be prosecuted solely and exclusively in the federal or state courts located in Indiana, and Supplier consents to personal jurisdiction of those courts and waives all defenses based on inconvenient forum.