

PACK2PACK DESIGN - CONDITIONS OF SALE

(Effective June 2026)

These Conditions of Sale ("Agreement") govern all sales of products ("Products") by C&P Granjeon Corporation, doing business as Pack2Pack Design, a Texas corporation ("Vendor"), to any purchaser ("Buyer"). By submitting a purchase order, approving artwork, approving samples, making payment, accepting delivery, or otherwise conducting business with Vendor, Buyer agrees to be bound by these Conditions of Sale.

1. GENERAL CONDITIONS

These Conditions of Sale constitute the entire agreement between Vendor and Buyer regarding the sale of Products and supersede all prior discussions, representations, quotations, negotiations, correspondence, and agreements relating thereto.

Any terms and conditions contained in Buyer's purchase order, acknowledgment, website, vendor portal, or other documents that are inconsistent with or additional to these Conditions of Sale are expressly rejected and shall not be binding upon Vendor unless expressly accepted in writing by an authorized officer of Vendor.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

2. QUOTATIONS AND PRICING

All quotations issued by Vendor are valid for fifteen (15) days from the date of issuance unless otherwise stated in writing.

Prices are based upon material costs, labor costs, freight rates, duties, tariffs, currency exchange rates, and manufacturing costs existing at the time the quotation is issued. Vendor reserves the right to revise pricing prior to acceptance of a purchase order to reflect increases in any of the foregoing costs.

Unless expressly stated otherwise, all prices are quoted in United States Dollars and are exclusive of taxes, duties, tariffs, customs fees, governmental assessments, storage charges, freight surcharges, insurance costs, and similar charges, all of which shall be the sole responsibility of Buyer.

Clerical, typographical, mathematical, and administrative errors are subject to correction by Vendor at any time.

3. PURCHASE ORDERS AND PRODUCTION AUTHORIZATION

No purchase order shall be binding upon Vendor until accepted in writing.

Production schedules are established based upon Buyer's timely submission of artwork, specifications, Pantone references, product samples, approvals, shipping information, and required payments.

Any delay by Buyer in providing such information shall automatically extend production and delivery schedules by the amount of time reasonably required by Vendor to reschedule manufacturing and logistics activities.

Vendor reserves the right to make minor modifications to Products where necessary to improve manufacturability, structural integrity, performance, compliance with manufacturing standards, or production efficiency, provided such modifications do not materially alter the intended use of the Product.

Vendor shall not be responsible for delays resulting from Buyer's failure to provide timely approvals, information, materials, or payment.

4. DELIVERY, FREIGHT, CUSTOMS, AND RISK OF LOSS

Unless otherwise agreed in writing, title and risk of loss shall pass to Buyer upon Vendor's delivery of the Products to the carrier, freight forwarder, warehouse operator, or other transportation provider.

Shipping and delivery dates are estimates only and shall not constitute guarantees. Vendor shall not be liable for delays in manufacturing, shipping, customs clearance, transportation, delivery, or any related activity.

Delivery is provided on a curbside or door-to-door basis only. Delivery does not include unpacking, installation, placement within a facility, movement beyond the designated receiving area, or placement into storage units.

If delivery is made to a public storage facility, self-storage facility, warehouse, fulfillment center, distribution center, or other restricted-access location, Buyer shall be solely responsible for ensuring that the facility accepts freight deliveries and that authorized personnel are available to receive the shipment.

Buyer shall be responsible for all additional charges arising after shipment, including but not limited to redelivery fees, storage charges, detention fees, demurrage charges, customs examination fees, customs storage fees, appointment fees, residential delivery fees, liftgate fees, limited-access charges, governmental assessments, and address correction fees.

Any change to the delivery address after shipment has commenced may result in additional transportation, handling, storage, and administrative charges, all of which shall be borne exclusively by Buyer.

If Buyer delays shipment of completed Products by failing to provide payment, shipping instructions, delivery information, or other required information, Vendor may store such Products at Buyer's sole risk and expense. Storage, handling, insurance, and administrative charges may be assessed beginning thirty (30) days after Buyer has been notified that the Products are ready for shipment.

Any customs duties, tariffs, taxes, import fees, governmental assessments, customs examinations, customs holds, or similar charges imposed after shipment shall be the sole responsibility of Buyer unless expressly agreed otherwise in writing.

Vendor shall not be responsible for delays, refused deliveries, storage costs, customs-related expenses, or damages arising from inaccurate delivery information provided by Buyer, customs inspections, governmental actions, facility restrictions, or the unavailability of authorized personnel.

5. PAYMENT TERMS

Unless otherwise agreed in writing, a fifty percent (50%) deposit shall be required prior to the commencement of production, with the remaining balance due prior to shipment.

Vendor may, in its sole discretion, establish alternative payment schedules for specific customers or projects.

Accepted payment methods include wire transfer, ACH transfer, company check, and credit card. Credit card payments may be subject to a processing fee.

Any amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is lower.

Buyer shall reimburse Vendor for all costs incurred in collecting overdue amounts, including reasonable attorney's fees, court costs, collection agency fees, and related expenses.

Buyer shall not withhold, offset, deduct, or reduce payment for any reason, including pending claims, disputes, warranty requests, or alleged defects.

6. RETENTION OF TITLE

Notwithstanding delivery and transfer of risk, title to all Products shall remain vested in Vendor until full payment of all amounts owed by Buyer has been received.

If Buyer fails to make payment when due, becomes insolvent, files bankruptcy, or otherwise defaults under this Agreement, Vendor may reclaim possession of unpaid Products without waiving any other legal rights or remedies.

7. INSPECTION, CLAIMS, AND MANUFACTURING TOLERANCES

Buyer shall inspect all Products immediately upon delivery.

Any claim relating to visible damage, shortages, quantity discrepancies, or non-conforming Products must be submitted in writing within forty-eight (48) hours of delivery.

Failure to provide timely notice shall constitute acceptance of the Products and waiver of all related claims.

Buyer acknowledges that custom manufacturing processes involve commercially acceptable variations. Minor variations in color, registration, dimensions, materials, coatings, laminations, embossing, debossing, foil stamping, printing, finish, and other manufacturing characteristics shall not constitute defects.

For custom manufactured Products, Buyer agrees to accept a quantity variance of up to ten percent (10%) above or below the ordered quantity. Vendor shall invoice Buyer based upon the actual quantity produced and delivered.

No Product may be returned without Vendor's prior written authorization.

8. SAMPLES, PROOFS, AND BUYER APPROVALS

Vendor may provide artwork proofs, renderings, mockups, prototypes, dielines, samples, production samples, or other pre-production materials for Buyer's review and approval.

Buyer is solely responsible for reviewing and approving all such materials prior to production.

Approval of any artwork, proof, prototype, sample, production sample, rendering, dieline, or specification shall constitute Buyer's acceptance of the Product's design, dimensions, structure, appearance, functionality, and suitability for its intended use.

Vendor shall not be responsible for errors, omissions, inaccuracies, or performance issues contained within materials approved by Buyer.

9. WARRANTY AND LIMITATION OF LIABILITY

Vendor warrants solely that the Products shall substantially conform to the specifications approved by Buyer.

Vendor's sole obligation and Buyer's exclusive remedy shall be limited to the repair or replacement of defective Products, at Vendor's sole discretion.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE.

Under no circumstances shall Vendor be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of profits, loss of revenue, business interruption, loss of goodwill, product recalls, or lost business opportunities.

Vendor's maximum liability under any claim shall not exceed the purchase price paid for the specific Products giving rise to the claim.

Any action against Vendor must be commenced within one (1) year after the cause of action arises.

10. PRODUCT SUITABILITY AND BUYER TESTING

Buyer acknowledges that Products are manufactured according to Buyer's specifications, requirements, and approvals.

Vendor does not warrant or guarantee the suitability of any Product for Buyer's specific application, filling process, packaging process, storage conditions, transportation methods, shelf-life requirements, environmental conditions, regulatory requirements, or intended end use.

Buyer shall be solely responsible for conducting all testing, validation, and qualification necessary to determine the suitability of Products for their intended use.

Vendor shall not be liable for spoilage, contamination, leakage, breakage, product movement, loss of freshness, structural failures, fitment issues, packaging failures, transportation performance, shelf-life issues, or any other damages arising from Buyer's use of the Products.

11. ORDER CANCELLATION, SUSPENSION, AND TERMINATION

Vendor may suspend performance, withhold delivery, delay shipment, or terminate any order if Buyer fails to make timely payments, becomes insolvent, files bankruptcy, materially breaches this Agreement, or fails to provide approvals, artwork, specifications, shipping instructions, or other information required for performance.

Vendor may require additional deposits, full prepayment, financial assurances, or other security before continuing performance.

Because Vendor specializes in custom packaging manufactured specifically for Buyer, Buyer may not cancel, modify, postpone, suspend, or terminate any order once artwork, specifications, proofs, samples, or production files have been approved and mass production has commenced.

If Buyer requests cancellation before the commencement of mass production, Vendor may approve such request in its sole discretion. Buyer shall remain responsible for all costs incurred up to the

date of cancellation, including design costs, engineering costs, sampling costs, tooling costs, printing plates, materials purchased, work in progress, freight commitments, and administrative expenses.

Deposits paid for custom Products shall become non-refundable upon commencement of mass production.

Buyer acknowledges that custom packaging manufactured for Buyer generally cannot be resold or repurposed by Vendor. Accordingly, Buyer shall remain liable for all damages, costs, and expenses incurred by Vendor as a result of Buyer's cancellation, breach, refusal to accept delivery, or other default.

No refunds, credits, exchanges, or returns shall be available for custom Products except in the case of verified manufacturing defects approved in writing by Vendor.

12. INTELLECTUAL PROPERTY, CONFIDENTIALITY, AND INDEMNIFICATION

Buyer's Intellectual Property

Buyer represents and warrants that it owns, controls, or otherwise possesses all rights necessary to use any artwork, logos, trademarks, trade names, copyrights, trade dress, designs, specifications, text, images, or other intellectual property supplied to Vendor for use in the manufacture of Products.

Buyer shall be solely responsible for obtaining any licenses, permissions, approvals, or authorizations required for the use of such materials.

Buyer agrees to indemnify, defend, and hold harmless Vendor, its officers, directors, employees, agents, contractors, affiliates, and suppliers from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any actual or alleged infringement, misappropriation, or violation of any intellectual property rights resulting from materials supplied by Buyer.

Ownership of Structural Designs and Development Work

Unless otherwise expressly agreed in writing, all structural designs, engineering drawings, technical specifications, packaging concepts, insert layouts, prototypes, mockups, renderings, manufacturing methods, dielines, tooling concepts, and other development work created, developed, or modified by Vendor shall remain the exclusive property of Vendor, regardless of whether Buyer has paid for design services, sampling, development work, or prototypes.

Buyer shall not reproduce, manufacture, distribute, disclose, transfer, sell, license, reverse engineer, or provide such materials to any third party for the purpose of manufacturing substantially similar Products without Vendor's prior written consent.

Nothing contained herein shall prevent Buyer from using the final approved Products purchased from Vendor in the ordinary course of Buyer's business.

Confidential Information

During the course of the parties' relationship, Vendor may disclose confidential and proprietary information, including but not limited to packaging concepts, structural designs, engineering solutions, technical specifications, pricing methodologies, manufacturing processes, supplier relationships, quotations, prototypes, development work, and business strategies ("Confidential Information").

Buyer agrees to maintain the confidentiality of all Confidential Information and shall not disclose, reproduce, distribute, or use such information for any purpose other than evaluating or purchasing Products from Vendor without Vendor's prior written consent.

The obligations set forth in this section shall survive the completion, cancellation, or termination of any order.

Vendor Portfolio and Marketing Rights

Unless otherwise agreed in writing prior to the commencement of a project, Vendor shall have the right to photograph, display, publish, reproduce, and reference completed Products, packaging designs, prototypes, renderings, mockups, project descriptions, and related visual materials for Vendor's marketing, advertising, portfolio, social media, website, trade show, educational, and business development purposes.

Vendor agrees not to disclose Buyer's confidential business information, proprietary formulations, trade secrets, non-public financial information, or other information specifically designated by Buyer as confidential pursuant to a separate written confidentiality agreement.

If Buyer requires complete confidentiality regarding a specific project, such confidentiality must be requested and agreed upon in writing before any design, development, or production work begins.

Reservation of Rights

Except as expressly provided herein, no intellectual property rights are transferred or assigned by either party. All rights not expressly granted shall remain the property of their respective owners.

13. FORCE MAJEURE

Vendor shall not be liable for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to natural disasters, severe weather, fire, flood, war, terrorism, labor disputes, pandemics, governmental actions, customs delays, transportation disruptions, material shortages, port congestion, carrier delays, or utility interruptions.

Performance schedules shall be extended by a period reasonably necessary to accommodate such events.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

The parties shall first attempt in good faith to resolve any dispute through negotiation.

If the dispute cannot be resolved through negotiation, the parties agree to submit the matter to non-binding mediation in McLennan County, Texas.

If mediation is unsuccessful, any legal action shall be brought exclusively in the state or federal courts located in McLennan County, Texas, and each party irrevocably submits to the jurisdiction of such courts.

Each party knowingly and voluntarily waives any right to trial by jury to the fullest extent permitted by law.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications relating to the subject matter hereof.

No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by an authorized representative of Vendor.

Buyer may not assign or transfer any rights or obligations under this Agreement without Vendor's prior written consent.

Section headings are for convenience only and shall not affect interpretation.

Vendor

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