



General Conditions to Master Services Agreement (Short Form – For Box Plant Use)

1. CONTRACT DOCUMENTS

The Contract Documents listed in Section 3 of the Agreement make up the entire agreement and replace and supersede all prior agreements, negotiations, and representations of the parties with respect to the Work. If there is any conflict between the Contract Documents, they will govern in the order in which they are listed in Section 3 of the Agreement. Any of Contractor's pre-printed or boiler plate terms and conditions found in the Contract Documents shall carry no force or effect.

2. COMPLIANCE WITH LAWS

Contractor shall, in its performance of this Agreement, comply with all applicable federal, state, and local statutes, rules of law, ordinances, regulations, and regulatory orders, including without limitation the federal Fair Labor Standards Act of 1938, as amended, and the notification and reporting requirements of the federal Emergency Planning and Community Right to Know Act of 1986. Unless provided otherwise elsewhere in the Contract Documents, Contractor shall obtain all permits and licenses required for the performance of the Work. In the case of construction of new facilities or remodeling of existing facilities, Contractor's Work shall comply with the Americans With Disabilities Act and any regulations promulgated under it. Further, Contractor shall comply with any existing state or federal regulations that will impose more stringent construction requirements to accommodate the disabled.

3. WORKING CONDITIONS

Contractor warrants and represents that it has inspected the job site and is familiar with all working conditions that exist there, including subsurface conditions, and that it has made due allowance for those conditions in its price calculation and estimate of time for completion.

4. CONDUCT OF THE WORK

Contractor shall diligently perform the Work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the Work in an orderly fashion by the completion date as specified in the Contract Documents (the "Completion Date"). Contractor shall provide for receipt, unloading, storage, and protection of all materials for the Work, regardless of whether those materials are purchased by Contractor or PCA. Risk of loss for

those materials remains with Contractor until they are incorporated into the Work. Contractor shall at all times keep the job site reasonably neat and clean and, upon completion of the Work, remove and dispose of all rubbish, trash, and refuse from the Work and leave the job site broom clean. Contractor shall dispose of all materials, waste, and rubbish in compliance with all applicable laws and regulations and shall fulfill all environmental requirements. Contractor shall at all times coordinate its work with and cooperate with the forces of other contractors and subcontractors on the job site and PCA's own forces. Contractor shall keep confidential all materials marked "Confidential" by PCA.

5. WARRANTY AND INSPECTION

Contractor guarantees that all labor and materials provided for the Work will be of first quality, in full compliance with the requirements of the Contract Documents, and free from defects for a period of 18 months from the Completion Date. If any aspect of this warranty is breached, Contractor shall promptly repair or replace the offending materials, services or labor or pay PCA its cost and expense in conducting that repair and replacement. Contractor warrants any replacement equipment and materials for 18 months after the date of installation. Contractor warrants that none of the equipment or materials to be supplied under this Agreement contains asbestos or asbestos containing materials or, if those items do contain asbestos, Contractor shall advise PCA in writing of the equipment or material containing the asbestos. PCA shall then advise Contractor in writing whether that equipment or material will be acceptable. Contractor further warrants and represents that the Work will not infringe, directly or indirectly, upon any patent, copyright, trademark or proprietary information right.

PCA may, at all times during the performance of the Work, conduct such tests and inspections as it deems necessary to assure Contractor's compliance with the Contract Documents. If any Work or materials are found not to be in compliance with the Contract Documents, PCA may order such Work redone in conformance with the Contract Documents and the materials removed from the job site and replaced with materials conforming to the Contract Documents. No payment by PCA of any sums due under the Contract Documents may be interpreted as a waiver of any defect in the Work.

6. SAFETY

Contractor shall conduct the Work in a safe and prudent manner in compliance with all applicable safety laws, rules, and regulations, as well as all PCA safety rules. Contractor shall assure PCA of compliance with all PCA safety programs. Contractor shall use extreme care to prevent fire, and shall do welding and open flame cutting and use and store flammable materials only in compliance with PCA's regulations.

7. DRUG AND ALCOHOL POLICY

Contractor shall not permit its employees to sell, possess, or use alcohol or illegal drugs or to use improperly other drugs on the job site. Contractor shall not permit any of its employees to report to Work on the job site while under the influence of alcohol or any drug that could adversely affect performance. Contractor shall remove from the job site any of Contractor's employees who violate this policy.

8. ASSIGNMENT AND SUBCONTRACTING

This Agreement is not assignable by Contractor without PCA's prior written consent, and any attempted transfer, whether by operation of law or otherwise, without such consent is void and of no effect. Contractor shall not subcontract any portion of the Work without PCA's prior written consent. In any case, Contractor shall be as fully responsible to PCA for the acts of subcontractors as if such subcontractors were employees of Contractor.

9. CHANGE ORDERS

PCA may order changes in the Work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by PCA. Contractor shall be paid for such changes in accordance with Section 8 of the Agreement.

10. INSURANCE

Contractor shall carry the following liability insurance coverage, which must be primary and noncontributory: (a) commercial general liability including coverage for premises and operations, products and completed operations, broad form property damage, contractual liability, explosion, collapse, and underground hazard and personal injury liability; (b) commercial automobile liability covering all owned, hired, and non-owned automobiles used in performance of the Work; and (c) workers' compensation and employer's liability coverage. **Coverage limits on Contractor's commercial general liability policies must have a combined single limit for bodily injury and property damage of at least \$1,000,000 each occurrence; at least \$1,000,000 for personal injury liability; at least \$2,000,000 aggregate for products/completed operations; and at least \$2,000,000 general aggregate;** provided that, in the event Contractor's insurance limits are greater than required herein, then such increased limits shall apply. Coverage limits on Contractor's automobile liability policies must have a combined single limit for bodily injury and property damage of at least \$1,000,000 for each accident; coverage limits on Contractor's workers' compensation coverage shall be in accordance with all applicable state laws; and coverage limits on Contractor's employer's liability policies must be provided in amounts of at least \$1,000,000 each accident for bodily injury by accident, at least \$1,000,000 policy limit for bodily injury by disease, and at least \$1,000,000 for each employee for bodily injury by disease. **CONTRACTOR SHALL NAME PCA AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES AS ADDITIONAL INSURED UNDER THE COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY POLICIES UTILIZING INSURANCE FORMS CG 20 10 07 04 (OR ANY EARLIER VERSION OF CG 20 10 BACK TO CG 20 10 11 85) AND CG 20 37 07 04 OR THEIR SUBSTANTIAL EQUIVALENTS WITH RESPECT TO LIABILITY OR CLAIMS OF LIABILITY ARISING OUT OF THE WORK.** The parties intend this provision to be an express waiver of immunity under any applicable Workers' Compensation laws and Contractor's commercial general liability coverage shall not contain any third party action over exclusion(s) or similar endorsements or limitations. **PRIOR TO COMMENCING THE WORK, CONTRACTOR SHALL DELIVER TO PCA CERTIFICATES EVIDENCING ALL SUCH COVERAGE IN INSURANCE COMPANIES ACCEPTABLE TO PCA.** All certificates must contain a provision stating that the coverage they represent shall not be terminated or modified without 30 days' prior written notice to PCA. All policies outlined in this Section 10 must contain a waiver of subrogation

clause under which the insurer waives all rights of subrogation it may have under that policy as relates to PCA. PCA's failure to demand such certificates or other evidence of full compliance with these insurance requirements, or PCA's failure to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The insurance requirements set out in this section are not intended to diminish or limit any indemnification obligations expressly set forth in this Agreement.

11. LIENS

Contractor shall promptly pay all laborers, subcontractors, or materialmen connected with the Work and if any of them file liens or threaten to file liens against the Work, Contractor shall promptly obtain a release of any such lien or post a bond indemnifying PCA against all loss by reason of that lien. If any laborers, subcontractors, or materialmen complain to PCA of late payment by Contractor, PCA may make direct payments to those persons and deduct the amount of any payment from the amounts due Contractor or recover those amounts from Contractor. PCA may, before making any payment due under the Contract Documents, require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done before such payment. Contractor shall provide, if requested by PCA, material and payment bonds covering the Work in amounts not less than 100% of the Contract Price satisfactory in form and substance to PCA.

For Work performed in Minnesota, the following applies in lieu of the foregoing Section 11: After making any payment due to Contractor under this Agreement, PCA may require Contractor to execute and deliver a waiver of Contractor's lien rights and to obtain and deliver a full waiver of lien rights from each Subcontractor and materialman supplying Work or materials hereunder. The waiver must cover all Work completed and paid for before such waiver. Contractor is required to pay all Subcontractors and materialmen within ten days of receipt of payment of PCA. Contractor's failure to make such required payment for undisputed work will subject Contractor to an additional penalty of 1½ percent per month to each Subcontractor or materialman not paid on time. Contractor shall enter into a written agreement with each Subcontractor that by its terms requires each Subcontractor pay each of its subcontractors and materialmen within ten days of receipt of payment from PCA to Contractor or be subject to the interest charge of 1½ percent per month for failure to pay undisputed work on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the actual penalty will be due.

12. FORCE MAJEURE

If any performance required of Contractor under the Contract Documents is prevented by fire, flood, other act of God, strike, riot, act of war, or other event beyond Contractor's control, that performance will be excused for the period of prevention.

13. TERMINATION

PCA may terminate this Agreement for convenience and without fault of Contractor by giving Contractor 30 days' prior written notice. In addition, if Contractor fails to supply sufficient workers and materials to diligently perform the Work or otherwise breaches its obligations

under the Contract Documents, PCA may immediately terminate this Agreement, exclude Contractor from the job site, and finish the Work by any means as it may see fit. Any costs or expenses in excess of the Contract Price, less previous payments to Contractor incurred by PCA are recoverable from Contractor by PCA in addition to any other losses incurred by PCA by reason of Contractor's breach. This remedy is in addition to any other rights and remedies PCA may have for breach of this Agreement under relevant law.

14. COST

The term "Cost" means Contractor's net actual expenditure for the following items:

- a. Actual labor cost, including only wages, fringe benefits, payroll taxes, and payroll insurance costs for labor directly applied to the Work.
- b. The cost of all materials and expendables actually incorporated into the Work or expended in the conduct of the Work.
- c. 80% of the Associated Equipment Distributors' rental rate for any major equipment used. Major equipment means equipment with a value in excess of \$2,500 but does not include Contractor's pickup trucks and other administrative vehicles.
- d. Any other item authorized in advance by PCA in writing.

Under no circumstances does the term Cost include any overhead expenses of any kind or any form of profit or return on invested capital.

15. DELAYS

Contractor acknowledges that the Work may depend in part upon the performance of other contractors and material suppliers and that all or some portion of the Work may be performed in and around an operating facility in which PCA is conducting its normal business operations. Contractor warrants that it has taken all such conditions and potential conditions into account in submitting its bid for the Work. PCA is not liable to Contractor for any delay, loss, damage, or other injury that Contractor incurs because of or in connection with any such condition, including any strike of PCA's work force that may occur during the performance of the Work.

16. INDEMNIFICATION

The parties intend that, to the full extent permitted by law, one party be responsible, directly or by and through the insurance coverage carried by that party under this Agreement, for each loss, damage, or injury arising from or relating to the Work. However, notwithstanding any language to the contrary in this Agreement, the parties intend that PCA's rights to indemnification under this section are independent of the rights granted to it under the sections addressing Contractors' insurance requirements. In furtherance of this intent:

- a. Contractor shall indemnify, defend, save, and hold PCA harmless from and against any loss, damage, expense (including reasonable attorneys' fees), responsibility, or liability for injury or death of persons, and loss, damage to, or destruction of property belonging to PCA or others, or for claims therefor, regardless of whether PCA has suffered actual loss, damage, or expense

("Loss"), where the Loss results from, pertains, to or arises out of Contractor's performance of the Work. Contractor's indemnity obligations apply to any negligent acts, omissions to act, or willful misconduct, whether active or passive, on Contractor's part, and extend to claims asserted after termination of this Agreement. Contractor's indemnity obligations extend to the fullest extent permitted by law to the joint or concurrent negligence of Contractor and PCA, but do not extend to losses caused by PCA's sole negligence or willful misconduct. Contractor's indemnity obligations extend to all attorneys' fees incurred by PCA in establishing PCA's right to indemnification.

- b. This indemnity extends, without limitation, to the personal injury or death of PCA's and Contractor's employees and employees of Contractor's agents, assigns, and subcontractors. To the extent necessary to indemnify, defend, save and hold harmless PCA under this Agreement, Contractor expressly waives any immunity or exemption from liability for the personal injury or death of Contractor's employees that may exist under, or any right of indemnity or subrogation from or against PCA created by, any applicable workers' compensation laws. As used in this indemnity, acts referred to as being those of PCA or Contractor, as the case may be, include acts of each party's directors, officers, employees, agents, representatives, subcontractors, and assigns. Except for claims of loss caused by PCA's sole negligence or willful misconduct, Contractor shall assume and pay the defense costs of any lawsuit or administrative proceeding brought against PCA upon any claim of Loss, and pay, on PCA's behalf, the amount of any settlement that may be reached on PCA's behalf, or judgment that may be entered against PCA.
- c. The parties intend that any Loss to which the foregoing indemnity does not, either by its terms or by operation of law extend, will nonetheless be compensated by and to the extent of the insurance coverage purchased or required to be purchased under the Contract Documents. If any of the provisions of this section or any other provisions of the Contract Documents is invalid, illegal, or unenforceable under any respect, the validity of the remaining provisions contained in this section and the Contract Documents will be in no way affected, prejudiced, or disturbed.

17. SAFETY IN CLOSED VESSELS

Before allowing any employee of Contractor or of any subcontractor to enter any closed vessel or confined space, Contractor shall determine the adequacy of the oxygen supply within the vessel or space to permit safe work in that vessel or space and shall determine that the atmosphere within the vessel or space is free from poisonous, noxious, or explosive gases. Contractor shall supply, at its own expense, all equipment required to analyze or test the atmosphere within the vessel or space, oxygen supply equipment, mask, tanks, and like equipment to assure the safety of all workers entering such vessel or space. While Contractor is working in the vessel or space, Contractor shall provide continuous monitoring of vessels with potential for atmosphere changes.

18. INDEPENDENT CONTRACTOR

The parties intend that Contractor's relationship with PCA will in all respects be that of an independent contractor. PCA has no power to determine or control Contractor's manner of performing the Work except insofar as may be necessary to allow PCA to properly inspect the Work and ensure itself that the Contractor is complying with the Agreement.

The following applies to Work performed in Louisiana: The Louisiana Legislature passed legislation on June 5, 1997, Act 315, which requires contracts to recite in writing the "statutory employer" status of the parties to this Agreement. The Governor signed the legislation on June 17, 1997, and it became effective on that date ("Act"). PCA (as principal employer under the Act) and Contractor (as direct employer) agree that it is their intention to recognize PCA as the statutory employer of the Contractor's employees under the Act while Contractor's employees are providing work or services to PCA under this Agreement. PCA is a statutory employer only for purposes of the Act.

19. CCPA

In the event Contractor receives, or has access to, PCA Personal Information (as defined below), Contractor agrees that it shall not (a) sell the PCA Personal Information, (b) retain, use, or disclose the PCA Personal Information for any purpose other than for the specific purpose of Contractor's performance under its agreements with PCA, including retaining, using, or disclosing the PCA Personal Information for any commercial purpose other than the specific purpose of Contractor's performance under its agreement(s) with PCA; or (c) retain, use, or disclose PCA Personal Information outside the direct business relationship between Contractor and PCA. For the purposes of this section 19, PCA Personal Information means any personal information, as such term is defined in the California Consumer Privacy Act of 2018, provided to Contractor by PCA. PCA's California Privacy policy can be found at: www.packagingcorp.com/filebin/pdf/DoingBusinessWithPCA/California_Privacy_Statement.pdf. Contractor agrees to require its employees and agents involved in the performance of a PO to review the privacy statement.

20. GOVERNING LAW

The Agreement shall be governed by, and construed according to, the laws of the state in which the Site is located, without regard for that state's conflict of law jurisprudence. If there is no applicable Site, the Agreement shall be governed by, and construed according to, the laws of the state in which the Work is performed, without regard for that state's conflict of law jurisprudence.