

GENERAL CONDITIONS TO MASTER SERVICES AGREEMENT (SHORT FORM)

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 to any insurance carried by PCA: (a) commercial general liability on an occurrence basis 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 \$3,000,000 each occurrence; at least \$3,000,000 for personal injury liability; at least \$3,000,000 aggregate for products/completed operations; and at least \$3,000,000 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, WITH RESPECT TO CONTRACTOR'S COMMERCIAL GENERAL LIABILITY POLICIES, 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.** Contractor's commercial general liability coverage shall not contain any third party action over exclusion(s) or similar endorsements or limitations or prohibition to coverage for claims of Loss (as defined below) by an employee or agent of the named insured arising out of and in the course of employment to the named insured or the performance of duties related to the conduct of the named insured's business. Additionally, Contractor's commercial general liability coverage must contain a severability of interests clause, generally providing that the insurance afforded applies separately to each insured against whom claim is made or suit is brought and shall be endorsed to provide cross liability coverage. **PRIOR TO COMMENCING THE WORK, CONTRACTOR SHALL DELIVER TO PCA CERTIFICATES EVIDENCING ALL SUCH COVERAGE, INCLUDING EVIDENCE OF ANY SELF INSURED RETENTION ("SIR") APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY POLICIES, IN INSURANCE COMPANIES ACCEPTABLE TO PCA.** It shall be Contractor's sole obligation to satisfy any deductible, SIR or retrospective or other experience-sensitive premium under any insurance required to be carried by Contractor pursuant to this Section 10. In the event Contractor's commercial general liability policies contain a SIR, Contractor shall ensure that the amount of the SIR is evidenced on all insurance certificates provided to PCA. In addition to Contractor's other indemnification, defense and hold harmless obligations herein, in the event Contractor utilizes a SIR with respect to any of the insurance policies required to be carried by Contractor herein and regardless of any allegations that the acts, omissions or negligence of the PCA Insured Parties contributed or caused a Loss, in the event of a Loss, and until such time as Contractor's SIR has been fully satisfied and/or paid, Contractor agrees to assume and pay the defense costs, with counsel reasonably satisfactory to PCA, of any lawsuit or administrative proceeding brought against the PCA Insured Parties relating to the Loss to the same extent as would be afforded to the PCA Insured Parties had Contractor not utilized a SIR with respect to the applicable Contractor insurance policies. 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. Neither party shall be liable for any delay or failure to perform pursuant to the Agreement where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such party's control. If the Purchase Order is for goods, materials, supplies or equipment to be used in the production of PCA's facility, in the event of an event of force majeure PCA may at its option delete the undelivered items from the Purchase Order or appropriately extend the time for the performance of the Purchase Order.

13. Termination. PCA may terminate this Agreement, or any Purchase Order issued hereunder, for convenience and without fault of Contractor by giving Contractor 10 days' prior written notice. Where the Agreement or any Purchase Order is terminated for the convenience of PCA, Contractor shall be paid (a) the unit price for each item of Work properly furnished and accepted prior to such termination, (b) with respect to any equipment, materials or supplies which comprise the Work, the cost of such Work in process of manufacture, including unused materials, which are identified as being manufactured or fabricated specifically for the Purchase Order and/or Agreement, which items shall be promptly delivered to PCA, plus (c) overhead and profit allocable to the items listed in (b), but in no event shall such payment to Contractor exceed the Contract Price, less any payments previously made to Contractor. 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, its subsidiaries, affiliates, directors, officers and employees (the "PCA Indemnified Parties") 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 the PCA Indemnified Parties or others, or for claims therefor (collectively, a "Loss"), regardless of whether the PCA Indemnified Parties have suffered actual loss, damage, or expense, 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 the PCA Indemnified Parties, but do not extend to losses caused by the sole negligence or willful misconduct of the PCA Indemnified Parties as determined by the final determination of a court of competent jurisdiction, which determination is not subject to further appeal (a "PCA Negligence Determination"). Contractor's indemnity obligations extend to all attorneys' fees incurred by the PCA Indemnified Parties in establishing the PCA Indemnified Parties' right to indemnification.

b. This indemnity extends, without limitation, to the personal injury or death of the PCA Indemnified Parties' and Contractor's employees and employees of Contractor's agents, assigns, and subcontractors. To the extent necessary to indemnify, defend, save and hold harmless the PCA Indemnified Parties 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 the PCA Indemnified Parties created by, any applicable workers' compensation laws. As used in this indemnity, acts referred to as being those of the PCA Indemnified Parties 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 the sole negligence or willful misconduct of the PCA Indemnified Parties as evidenced by a PCA Negligence Determination, Contractor shall assume and pay the defense costs of any lawsuit or administrative proceeding brought against the PCA Indemnified Parties upon any claim of Loss, and pay, on behalf of the PCA Indemnified Parties, the amount of any settlement that may be reached on behalf of the PCA Indemnified Parties, or judgment that may be entered against the PCA Indemnified Parties.

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. In the event that any of the provisions of this section or any other provisions of the Contract Documents (collectively, the "Terms") shall be invalid, illegal, or unenforceable in any respect, then it is the intention of the parties that the provisions of the Terms be enforced to the fullest extent permitted by applicable law and the parties expressly agree that should any court or other decisional body find any of the provisions of the Terms exceed the scope of permissible law, that such court on its own or with the mutual agreement of the parties, shall modify any such overbroad provision to the maximum scope

permitted under applicable law to make such provision enforceable and, furthermore, the validity of the remaining provisions contained in this section and the Terms shall be in no way affected, prejudiced, or disturbed thereby.

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.

For Work performed in Louisiana only, the following shall apply: The Louisiana Legislature passed legislation on June 5, 1997, Act 315, which permits 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. Pursuant to and in accordance with the legislation, Contractor and PCA agree that a statutory employer relationship as envisioned by La.R.S. 23:1061(A), as amended by Act 315 of 1997 (the "Act"), exists between PCA and the employees of Contractor, whereby PCA is the statutory employer of Contractor's direct, borrowed, special or statutory employees. Contractor and PCA agree that the Work to be provided by Contractor under the Purchase Order are part of PCA's trade, business or occupation and is an integral part of, or essential to, the ability of PCA to generate its own goods, products or services. The parties agree that PCA is a statutory employer only for purposes of the Act. Notwithstanding the foregoing, Contractor shall remain primarily responsible and liable for the payment of Louisiana worker's compensation benefits and insurance premiums to and for its employees and shall not be entitled to any indemnity or contribution for any such payments from PCA. The parties expressly acknowledge and agree that the insurance required to be carried by Contractor pursuant to Section 10 above is intended to insure Contractor's indemnification, defense and hold harmless obligations hereunder and that Contractor has recovered the cost of such insurance through the price paid, or to be paid, by PCA hereunder even if such cost is not line itemed or otherwise directly identified in Contractor's rate sheets, the Purchase Order, or other documentation exchanged between the parties and notwithstanding any other provision of the Purchase Order or the Contract Documents. Contractor shall cooperate with PCA and shall make good faith efforts to cause its insurers and/or brokers to cooperate with PCA and execute such other papers and documents as may be reasonably necessary to provide evidence of such cost recovery.

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: https://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. Confidential Information. Contractor will, and will cause its employees, and agents to, keep confidential and not disclose any non-public information about PCA's business (i) furnished to them in connection with this Agreement; or (ii) learned by Contractor in the course of performing Work under this Agreement, except to the extent performance of that Work requires disclosure and PCA has given prior written consent to that disclosure. Contractor shall not make use of any such non-public information other than for PCA's benefit except upon PCA's prior written consent. If Contractor fails to comply with these non-disclosure and non-use requirements, Contractor acknowledges that the remedies available at law are inadequate and proving damages impracticable. Therefore, in such a case, in addition to all other rights and remedies available at law or in equity, PCA will be entitled to injunctive relief. However, Contractor may make any public disclosure required by law and must provide PCA with

notice of any such disclosure. Contractor shall also require all Subcontractors and equipment suppliers to comply with these requirements.

21. 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.

22. Limit of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES OR LOSSES FOR BUSINESS INTERRUPTION, LOSS OF REVENUE, USE, PROFITS, GOODWILL OR THE LIKE, WHETHER DUE TO BREACH OF CONTRACT, TORT OR OTHER BASIS FOR LIABILITY.