



Companies

Ring Container Technologies, Inc.
RAPAC, LP

New Business Partner Form

Request for Business Partner (Company)

Invoice Currency

Business Partner Name _____

Business Address _____

City _____ **State** _____ **Zip** _____

Business Phone Number _____

Remit to Address (if different from above)

City _____ **State** _____ **Zip** _____

AR Contact Name _____ **Title** _____

Phone Number _____

Email Address _____

All payment terms are standard Net 30.

Reminder – New US Business Partners will not be setup without a W-9 from the vendor. Please make sure to include a W-9 when sending over this form.

To ensure we have reliable and compliant material sourcing which will not compromise the quality or food safety of our product (direct food contact packaging), we have developed this comprehensive list of requirements. As the “Seller” supplying Ring Container Technologies (“Buyer”), we require you to complete this document and provide supporting documentation.

Date: _____

1. “Seller” Company and Contact				
Company Name				
Name		Title		
Email		Phone		
2. Products Supplied				
<i>Please list all products sold to Buyer from all locations.</i>				
Type	Trade Name and Number	C.A.S. #	Supply Location	Backup Location
3. Required Supporting Documentation				
<i>Please attach the following documentation.</i>				
Business				
Account Contact List (<i>sales, customer service, technical, regulatory</i>)	<input type="checkbox"/> Attached			
Certificate of Origin (NAFTA / USMCA)	<input type="checkbox"/> Attached			
General Liability Insurance	<input type="checkbox"/> Attached			
Supplier Diversity Certification (<i>ownership; reference article</i>)	<input type="radio"/> Attached		<input type="radio"/> Not Available	
Product Information				
<i>Provide these documents for EACH product listed above.</i>				
Product Technical Data Sheets, Specifications, and Drawings (<i>as applicable</i>)	<input type="checkbox"/> Attached			
Safety Data Sheet (<i>required for resins, colorants, PCR, CaCO₃, antistatic, inks</i>)	<input type="radio"/> Attached		<input type="radio"/> Not Applicable	
Shelf Life	<input type="radio"/> Attached		<input type="radio"/> Not Applicable	
Material Recyclability Statement	<input type="radio"/> Attached		<input type="radio"/> Not Available	
Food Safety and Quality				
Food Safety and Food Contact Letter of Guarantee <i>(per US FDA, CFIA/Health Canada, and EU; reference 21 CFR §7.13)</i>	<input type="checkbox"/> US Attached		<input type="checkbox"/> Canada Attached	
	<input type="checkbox"/> EU Attached			
Regulatory Statements <i>(supporting applicable US, Canadian, and EU regulations cited in this document)</i>	<input type="checkbox"/> US Attached		<input type="checkbox"/> Canada Attached	
	<input type="checkbox"/> EU Attached			
3 rd Party Food Safety Certificate and Report (<i>e.g., AIB, SQF, BRC, FSSC 22000</i>)	<input type="radio"/> Attached		<input type="radio"/> Not Performed	
3 rd Party Quality Management System Certificate (<i>e.g., ISO 9001:2015</i>)	<input type="radio"/> Attached		<input type="radio"/> Not Performed	



Supplier Compliance Guarantee

4. Regulatory Compliance

The Seller hereby guarantees and warrants to Buyer that, with respect to the Products listed above, each shipment of such Products made by Seller to Buyer are manufactured according to Good Manufacturing Practices (GMPs) and are compliant as a food contact material per the regulations below.

Product Trade Name	FDA Food Contact Substance Notification #	Health Canada Letter of No Objection Reference #											
Product Trade Name	FDA "Food Types" 21CFR §176.170(C) Table 1												
	I	II	III	IV-A	IV-B	V	VI-A	VI-B	VI-C	VII-A	VII-B	VIII	IX
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Product Trade Name	FDA "Conditions of Use" 21CFR §176.170(C) Table 2												
	A	B	C	D	E	F	G	H-1	H-2				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Raw Materials													
HDPE §177.1520	U.S. Federal Food, Drug, and Cosmetic Act (21CFR)	§174.5	§176.170	§176.180	In addition to those on the left								
<input type="checkbox"/> Resin	Canada Food and Drug	§178.2010	§178.3400	§178.3740									
<input type="checkbox"/> PCR		B.23.001-008											
<input type="checkbox"/> Colorant §178.3297	European Union (EU) or (EC)	No 10/2011	No 2018/831	No 1935/2004	No 2023/2006								
<input type="checkbox"/> CaCO ₃ §184.1409	Recycled Materials	Resin, Colorant, CaCO ₃ :		Does not contain recycled materials									
PET §177.1630		PCR:		FDA No Objection Letter	(EC) No 282/2008								
<input type="checkbox"/> Resin													
<input type="checkbox"/> PCR													
<input type="checkbox"/> Colorant §178.3297													
Packaging Materials													
<input type="checkbox"/> Adhesive §175.105	U.S. Federal Food, Drug, and Cosmetic Act (21CFR)	§174.5	§176.170	§176.180	In addition to those on the left								
<input type="checkbox"/> Corrugated §175.105 §176.260	European Union (EU) or (EC)	No 2023/2006											
<input type="checkbox"/> Sleeves, Labels, Bags §177.1520 §178.3400 §178.3740		Sleeves, Labels, Bags:		No 10/2011	No 2018/831								

5. Substances of Concern

The Seller hereby guarantees and warrants to Buyer that, with respect to the Products listed above, each shipment of such Products made by Seller to Buyer do not contain chemicals not approved as safe for food storage in quantities above what is permitted by the regulations below.

Region	Regulation
United States	California Proposition 65 California Safe Drinking Water and Toxic Enforcement Act
	Clean Air Act (CAA) Section 602 / 40CFR §82 Class I and II ozone-depleting substances; e.g. chlorofluorocarbons CFC and hydrochlorofluorocarbons HCFC
	U.S. Toxic Substances Control Act / 40CFR §700
Canada	Canadian Environmental Protection Act (CEPA) Toxic Substances List Schedule 1
European Union	REACH / (EC) No 1907/2006
	(EC) No 1272/2008 Categories 1a and 1b
	(EC) No 1895/2005
Specific Substances of Concern	Azodicarbonamide (ADA)
	Benzophenones Including methyl-benzophenone (MBP) or hydroxybenzophenone (HBP)
	Ethylene Glycol
	Fluorotelomers, Fluorosurfactants, PFCs, & similar classified materials Including Perfluorooctanoic Acid (PFOA), Perfluorooctane Sulfonate (PFOS), or Perfluorononanoic Acid (PFNA)
	Melamine
	Perchlorate
	Phenol compounds Including bisphenol-A (BPA), bisphenol-F (BPF), or bisphenol-S (BPS)
	Phthalates or ortho-phthalates Including di-(2-ethylhexyl) phthalate (DEHP), dibutyl phthalate (DBP), benzyl butyl phthalate (BBP), di-isononyl phthalate (DINP), di-isodecyl phthalate (DIDP), di-n-octyl phthalate (DnOP), diisobutyl phthalate, di-n-butyl phthalate, dicyclohexyl phthalate and di-n-hexyl phthalate
	Polychlorinated Biphenyl (PCB), dioxins, or furans
	Styrene
	Vinyl-based substances Including Polyvinyl chloride (PVC) or Polyvinylidene Chloride (PVDC)
Heavy Metals	
The Products <u>do not contain</u> known heavy metals or substitutes at levels greater than allowed.	
Heavy metals lead, cadmium, mercury, or hexavalent chromium at levels > 100 ppm or any substitutes in a quantity or manner which creates a hazard as great or greater than the hazard created by these regulated metals Model Toxics in Packaging Legislation (Coalition of Northeastern Governors CONEG) European Union (EC) No 94/62	
Allergens and Preservatives	
The Products <u>do not contain</u> any recognized food allergens or an allergenic protein in their derivatives.	
Regulated Allergens	Primary: Egg, Fish, Gluten Proteins, Milk, Peanuts, Shellfish, Soy, Tree Nuts
	Others: Celery, Lupin, Mustard, Sesame, Sulphur Dioxide and Sulfites
	U.S. Food Allergen Labeling and Consumer Protection Act (FALCPA) Section 202
	Canada Food and Drug Regulations B.01.010.1 European Parliament Regulation (EU) No 1169/2011

Supplier Compliance Guarantee

Additional Allergens and Preservatives of Concern	Food Dyes (FD&C Colors, Sudan Red, Cochineal Extract, Carmine, Tartrazine)	Benzoate and Butylated Preservatives (BHT, BHA, TBHQ)
	Corn	Diacetyl
	Latex	Monosodium Glutamate (MSG)
	Nutmeg	
Organics and Animal Content <i>The Products comply with the following statements regarding irradiation and animal content.</i>		
Are not irradiated (reference 21CFR §179 and Irradiation of Food and Packaging)		
Do not contain any genetically modified organisms (GMO; reference 7CFR §205.105)		
Do not contain synthetic or organic fungicides, pesticides, preservatives, fumigants or coatings (reference the U.S. National Organic Program 7CFR §205.272(b)(1) ; exception for wood pallets)		
Do not contain animal products, fats, fermentation products, or their derivatives which could migrate to packaged foods or which would affect the ability to certify packaged foods as Kosher or Halal (exception – liquid animal derived lubricant)		
6. Adulteration, Misbranding, and Interstate Commerce <i>The Seller hereby guarantees and warrants to Buyer that, with respect to the Products listed above, each shipment of such Products made by Seller to Buyer are not adulterated or misbranded within the meaning of the regulations below or local Pure Food Acts, and they are not articles which may not be introduced into interstate commerce and which cannot be legally transported or sold under the provisions of the regulations below or any local and state laws by the regulations below.</i>		
U.S. Federal Food, Drug, and Cosmetic Act (FD&C / FFDC)	FD&C Act Section 402 / 21USC §342	
	FD&C Act Section 403 / 21USC §343	
	FD&C Act Section 404 / 21USC §344 / 21CFR §108	
	FD&C Act Section 405 / 21USC §345	
	FD&C Act Section 505 / 21USC §355	
	FD&C Act Section 512 / 21USC §360b	
Canada Food and Drugs Act	Part 1(4) F-27	
7. Supplier Ethics and Quality Compliance <i>The Seller hereby guarantees and warrants to Buyer that, the Seller conducts business in an ethical manner and has programs implemented to support their commitment to quality and food safety.</i>		
Supplier Ethics		
Products do not contain minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country per the Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502		
Seller does not use forced labor and complies with the California Transparency in Supply Chains Act		
Seller has a product fraud program in place to prevent use of counterfeit materials or the sale of counterfeit product to Ring		
Quality and Policies		
Seller is committed to supplying the Buyer with consistent, in-specification Product, free of defects		
Seller has practices and/or equipment in place to prevent foreign material contamination of Products		
Describe methods and sensitivity (e.g., metal separators, metal detectors, sifters, screens, x-ray, cameras)		



Supplier Compliance Guarantee

Seller has a system for traceability and recall of products where Ring will be promptly notified in an actual event

Seller has a HACCP Plan in place with a risk analysis of potential food safety hazards and controls

Seller has security in place (food defense program) to prevent intentional adulteration of products

8. Exemptions

The Seller requests the following exemptions and exceptions which either do not apply or are not met. This may include programs not present at the manufacturing sites, regulations which are not met, chemical substances present in amounts beyond allowable limits (include chemical name, CAS No, PPM, NSRL, Source), and allergens that may be present in the product.

This document shall remain in full force and effect until revoked or updated by the Seller by means of delivery of written notice. Exemptions must be provided to the Buyer in a written statement and approved by Buyer.

Signature

Title

Date

By signing this document, you are confirming the listed products are compliant with all applicable regulations and statements above, with the noted exemptions. Ring Container Technologies reserves the right to request documents supporting the above statements at any time.

EXHIBIT C

RING CONTAINER TECHNOLOGIES, LLC TERMS AND CONDITIONS

1. **Warranties.** Seller expressly warrants that all goods will conform to the descriptions, drawings, specifications, and standards set forth in this Agreement and/or that all services shall be performed in a good and workmanlike manner. Seller warrants that the goods will be of good quality, design, and workmanship, free from defects, be safe and fit for the ordinary purposes for which the goods are used and for which Ring Container Technologies, LLC (“Ring”) intends to use the goods, be merchantable, and pass without objection in the trade. Seller's warranty shall survive any inspection, delivery, acceptance, or payment by Ring for the goods. Seller acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to this Agreement and notwithstanding Ring's acceptance of specifications, samples, test data, and the goods and/or services, Seller agrees that Ring may rely on Seller as an expert.
2. **Non-Conforming Goods.** Goods delivered by Seller are subject to inspection, testing, and approval by Ring before acceptance. All goods not fully up to standard, not in compliance with the specifications herein, in excess of the quantities ordered, substituted for goods described, or violating any statute, ordinance, administrative order, rule, or regulation, may be rejected by Ring and returned, or held at Seller's expense and risk. Ring may charge Seller reasonable expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any rejected goods.
3. **Delivery/Time of Essence.** All deliveries are F.O.B. Destination-Freight Prepaid unless otherwise indicated. All risk of loss shall remain with Seller until the goods have been received and accepted by Ring. Delivery shall not be deemed complete until the goods have actually been received and accepted by Ring. Ring's schedules are based upon the agreement that the goods will be delivered to Ring by the date specified on the face of any Purchase Order. Time is therefore of the essence and if goods are not delivered within the time specified, Ring may reject such goods and cancel the Order or require expedited routing at Seller's expense. The acceptance of later or defective deliveries shall not be deemed a waiver by Ring of its right to cancel this Order or refuse to accept further deliveries.
4. **Indemnity.** Seller shall defend, indemnify, and hold harmless Ring, its directors, officers, and employees, against all damages, liabilities, claims, losses, or expenses including, without limitation, attorneys' fees, arising out of or resulting in any way from: any breach by Seller of the terms or conditions of this Agreement, breach of any expressed or implied warranty, or any negligent act of Seller.
5. **Insurance.** Seller shall carry the following insurance with an insurance company or companies acceptable to Ring, and shall furnish promptly to Ring and certificate evidencing coverage and naming Ring as an additional insured including: worker's compensation insurance (including occupational disease) with statutory limits; employer's liability insurance with limits of \$500,000; and broad form commercial general liability insurance (including products liability and completed operations) and automobile liability insurance (including non-owned automobile liability) each with limits for bodily injury of \$1,000,000 per person and \$2,000,000 per occurrence and for property damage of \$2,000,000. Said certificate must set forth the amount of coverage, policy number, date of expiration, and provide that Ring shall be given at least sixty (60) days' written notice prior to any expiration, termination, non-renewal or material change in coverage.
6. **Confidential Information; Ring's Property.**
 - a. Drawings, data, design, inventions, samples, order requirements and any other technical information supplied by Ring shall remain Ring's property and proprietary information and shall be held in confidence by Seller. Such information shall not be reproduced, used and/or disclosed to others by Seller without Ring's prior written consent, except as required for the performance of this Agreement and except to the extent that Seller is able to establish to Ring's satisfaction that such information (i) was known by Seller at the time of disclosure to it by Ring, (ii) became known to Seller after such disclosure to it by Ring through a third party as a matter of right and without restriction on

disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Seller. All such information, including all reproductions, shall be returned to Ring immediately upon demand, and otherwise upon completion or performance by Seller of this Agreement or its termination for any reason. The foregoing technical information shall be at all times labeled as confidential property of Ring and treated in a confidential manner by Seller, and Seller acknowledges and agrees that disclosure of this information would injure Ring's competitive advantage.

b. All drawings, data and/or specifications, designs, patterns, molds, tools, equipment, samples and all other items prepared by Seller and paid for by Ring shall be the sole and exclusive property and proprietary information of Ring, and same, as well as any furnished hereunder to Seller by Ring, shall be delivered to Ring upon demand, and otherwise upon the completion or performance of this Agreement by Seller or its termination for any reason in the same condition as supplied, reasonable wear and tear excepted, or if not delivered to Ring, then destroyed. No reproductions thereof shall be retained by Seller except as authorized in writing by Ring.

c. The terms of subsections (a) and (b) above shall survive the termination of this Agreement.

7. **Remedies.** Ring shall have all the rights and remedies specified in this Agreement in addition to those set forth in the Uniform Commercial Code as adopted in the State of Tennessee, the right of set-off, and any other remedy allowable by law or in equity. All such rights and remedies shall be cumulative. No right or remedy of Ring shall be deemed to have been waived unless such waiver is supported by consideration and is in writing signed by Ring.
8. **Assignment.** Seller shall not delegate or assign any duties or claims under this Agreement without Ring's prior written consent, such consent not to be unreasonably withheld. Any delegation or assignment attempted without Ring's consent shall affect, at Ring's option, a cancellation of Ring's obligations hereunder.
9. **Modification.** Ring shall have the right to make changes as to packing, testing, destination, specifications, design, and delivery schedule. Seller shall immediately notify Ring of any increases or decreases in costs caused by such changes and the equitable adjustment of price or other terms shall be confirmed in writing.
10. **Cancellation.** Ring reserves the right at any time, and from time to time, without cause, to cancel all or any part of the undelivered portion of any Purchase Order. In the event of cancellation, Ring shall not be liable to Seller for lost profits, or incidental or consequential damages. The provisions of this paragraph shall not limit or affect Ring's right to terminate this Agreement due to breach by Seller.
11. **Entire Agreement.** This Agreement shall constitute the entire agreement of Ring and Seller with respect to the subject matter hereof and shall supersede all previous understandings between the parties.
12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without regard to the conflicts of law rules of such state. Seller consents and submits to jurisdiction and venue of any court in Shelby County, Tennessee with respect to enforcement of this Agreement and agrees that service of process upon Seller or Seller's registered agent or by certified mail will establish personal jurisdiction over Seller.