



STANDARD TERMS AND CONDITIONS OF PURCHASE PRODUCT & SERVICES

The following terms and conditions (these "Purchase Terms") shall apply when Amgraph Packaging, Inc. and/or any of its affiliates or subsidiaries ("Buyer"), is purchasing goods ("Goods") and/or services ("Services") from a Supplier ("Supplier") pursuant to a Purchase Order ("Order") issued by Buyer to the Supplier.

In addition to its assent to these Purchase Terms, Supplier, if it is supplying Goods, represents and warrants that it has read and that it will comply with the principles, expectations and requirements stated in the Amgraph Packaging Supplier Expectation Manual ("SEM"), the terms of which are incorporated by reference.

1. COMPENSATION

1.1 The price of the Goods and/or Services shall be as stated in the Order and unless otherwise agreed in writing by Buyer shall be F.O.B. delivered and inclusive of all other charges including but not limited to customs, duties, all sales, use, excise and property taxes, shipping, packaging, boxing, crating, labeling, storage, insurance and any other similar charges. In the event a price is not contained in an Order, Buyer's agent must be notified of the price and its written acceptance obtained before Supplier accepts such Order. No additional costs, fees, surcharges or expenses of any kind shall be added to the Order without the advance written consent of Buyer.

1.2 Supplier warrants that the prices for the Goods and/or Services sold to Buyer under any Order are as favorable as those currently offered to Supplier's customers for the same or similar Goods and/or Services in similar quantities and type in compliance with all pricing laws and regulations. Supplier warrants that prices shown on any Order are complete and all encompassing.

1.3 Supplier shall present Buyer with an invoice for the amounts due and owing pursuant to the Order and Buyer will pay all undisputed amounts on each invoice within the time period set forth in the applicable Order. Each invoice shall be in a form reasonably acceptable to Buyer. Buyer shall have no obligation to pay any amounts that Supplier fails to invoice Buyer for within 120 days after the amounts were incurred. Except as required by applicable laws, Buyer shall not be required to pay any late charges, surcharges, interest, finance charges or similar charges.

1.4 Buyer shall have the right to deduct or set-off amounts owed by Supplier or any of Supplier's affiliates to Buyer against amounts payable under any Order.

2. GOODS PURCHASE PROVISIONS

2.1 Supplier shall deliver the Goods in the quantities, on the dates, and to the places specified in the applicable Order and all Goods shall be properly packed, sealed and secured in such manner as to reach their destination in good condition. If no date is specified in the Order then Supplier shall deliver the Goods promptly. Time shall be of the essence.

2.2 If the Goods are not adequately delivered on the due date, in addition to its other rights and remedies, Buyer may (i) terminate the Order in whole or in part without liability by notice effective when received by Supplier as to Goods not yet delivered, (ii) refuse to accept any subsequent delivery of the Goods which Supplier attempts to make, (iii) recover from Supplier any expenditure reasonably incurred by Buyer in obtaining the Goods in substitution from another provider, or (iv) claim damages for any additional costs, losses or expenses incurred by Buyer which are in any way attributable to Supplier's failure to adequately deliver the Goods on the due date.

2.3 If, in order to comply with Buyer's required delivery date, it becomes necessary for Supplier to ship by a more expensive way than specified in the applicable Order, any resulting increased transportation costs shall be paid by Supplier unless the necessity for such rerouting or expedited handling has been directly caused by Buyer.

2.4 Title to and risk of loss of the Goods, including but not limited to any shipping and transit costs, will pass to Buyer upon the delivery of the Goods to Buyer, provided that in the event the Goods are Non-Conforming Goods as defined herein, title to and risk of loss of such Non-Conforming Goods shall remain at all times with Supplier unless Buyer agrees in writing to accept such Non-Conforming Goods. If a shipment is not accompanied by a bill of lading, packing slip or similar delivery document, from a carrier, Buyer's count and/or weight will be conclusive.

2.5 Supplier will prepare, maintain and, to the extent required under applicable laws, rules or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over a party, submit to the applicable customs authorities, all necessary information and documentation to comply with the applicable customs and export and import requirements of each country from which the Goods will be exported and each country into which they will be imported.

2.6 Supplier represents and warrants to Buyer that the title conveyed on all Goods produced pursuant to any Order will be good and marketable, its transfer rightful, and the Goods will be delivered free from any security interest or other lien or encumbrance (including any statutory or common law lien).

2.7 Buyer shall have the right, but not the obligation, to inspect and/or test Goods purchased under any Order and reject, in whole or in part, any or all of the Goods contained therein.

Nothing contained in any Order or any confirmation or related documents sent by Supplier shall relieve Supplier from the obligations of testing, inspection, and quality control.

2.8 Supplier expressly warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer's products, that all Goods furnished under any Order shall (i) conform in all respects to all samples approved by Buyer, and all applicable specifications, performance standards and guarantees, provided either orally or in writing to Buyer, (ii) be new (unless otherwise agreed upon in writing), and free from defects in materials or workmanship, (iii) conform to any statements made on the containers, labels, and/or advertisements, (iv) be properly contained, packaged, marked, and labeled, (v) not infringe or misappropriate any patents, copyrights, trademarks, trade names, trade secrets or other intellectual property rights, and (vi) be merchantable, safe and appropriate for the purpose(s) for which Goods of that kind are normally used. In addition, if Supplier knows or has reason to know the particular purpose for which Buyer intends to use the Goods, Supplier warrants that such Goods will be fit for such particular purpose. Inspection, test, acceptance or use of the Goods furnished under any Order shall not affect Supplier's obligation under this warranty, and all warranties shall survive inspection, test, acceptance and use.

2.9 Any Goods that are defective, damaged, or fail to conform to (i) the requirements of these Purchase Terms, (ii) the requirements of any applicable Purchase Order, (iii) the requirements of the SEM, as applicable, (iv) the specifications supplied by Buyer to Supplier, (v) the performance standards set by Buyer, be it non-performance or under performance, and (vi) any applicable industry or legal fitness and safety standards, will be deemed non-conforming ("Non-Conforming Goods").

2.10 In addition to its other rights and remedies, Buyer reserves the right to (i) cancel or terminate for cause any Order, in whole or in part, which contains Non-Conforming Goods or (ii) require Supplier to replace or promptly repair defects of any Non-Conforming Goods without expense to Buyer. Supplier shall be liable for all charges, expenses, field corrections, withdraws, recalls, repurchases, or commissions incurred in the inspection, receipt, transportation, care custody and disposal of the Non-Conforming Goods. If Supplier fails to repair defects in or replace any Non-Conforming Goods, Buyer may make such repairs or replace such Goods and charge Supplier any cost incurred. For Non-Conforming Goods whose defect or non-conformity is not apparent on examination, Buyer reserves the right to require correction or replacement as well as payment of damages. For Non-Conforming Goods which fail to meet Buyer's performance standards the Supplier shall remove such Goods, without expense to Buyer, and Buyer reserves the right to require, replacement as well as payment of damages.

2.11 Supplier will promptly furnish to Buyer all information and copies of all documents (including any complaints, inquiries, test or inspection results, internal reviews, warnings, declarations or notices) that Supplier receives which suggest or indicate that any Goods, including but not limited to any ingredient, and/or material used in connection with any Goods, may be Non-Conforming Goods.

3. SERVICE PROVISIONS

3.1 Supplier will provide Services purchased in any Order in accordance with these Purchase Terms and the applicable Order. If the Order describes Services in a general or non-specific manner, the Services will include not only those Services specifically described in such Order but also those that are an inherent, necessary or a customary part of those Services. Except as provided by the applicable Order, Supplier will be responsible for all materials, facilities, equipment, software and other resources required to provide the Services and Supplier shall ensure that all equipment used in connection with an Order is maintained in good working order and in compliance with the manufacturer's instructions and current regulations.

3.2 The Supplier represents and warrants that any Services performed by the Supplier (or its duly appointed sub-contractor) will comply to all applicable statutory rules and regulations and shall not infringe or misappropriate any patents, copyrights, trademarks, trade names, trade secrets or other intellectual property rights and be performed (i) in a good, timely, efficient, professional and workmanlike manner using then-current technology, (ii) using sufficient numbers of personnel who have suitable competence, ability, education, training and other qualifications for any assigned roles, (iii) with at least the degrees of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to or higher than the accepted industry standards applicable to the performance of the same or similar Services, and (iv) in compliance with the requirements of the Order and these Purchase Terms.

3.3 Compliance with Buyer Policies and Procedures in Performance of Services. Supplier will ensure that the Supplier personnel, while assigned to provide Services or otherwise visiting or accessing Buyer's facilities, will (i) comply with Buyer's then-current environmental, health, safety, and security policies and procedures and other policies and regulations applicable to Buyer personnel at those facilities, (ii) comply with all reasonable requests of Buyer personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

3.4 Rights for Non-Conforming Services. In the event the Services do not conform with these Purchase Terms and the stipulations in any applicable Order, Buyer shall, without prejudice to any of its other rights or remedies, have the right to (i) terminate the Order in whole or in part without liability by notice effective when received by Supplier as to Services not yet performed, (ii) refuse to accept any subsequent performance of the Services which Supplier attempts to make, (iii) suspend any payment obligation in respect to the Services, and (iv) purchase Services to correct or replace the non-conforming Services from an alternative provider after giving Supplier notice and charge Supplier any cost incurred.

4. TERMINATION

4.1 Buyer reserves the right to terminate any Order for convenience, in whole or in part, at any time. Upon notification by Buyer, Supplier shall immediately stop all work and shall immediately cause any of its suppliers and/or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the applicable Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct, non-consequential and properly documented costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination, or for any

costs incurred by Supplier's suppliers and/or subcontractors which Supplier reasonably could have avoided. Notwithstanding the foregoing, in no event shall Supplier or any subcontractor, in the aggregate be entitled to an amount greater than what Buyer would have paid absent the termination.

4.2 Buyer may terminate any Order, in whole or in part, in the event of (i) any default by Supplier, (ii) Supplier's failure to comply with these Purchase Terms, or (iii) Supplier's failure to comply with any specific terms and conditions contained in an applicable Order. Late deliveries, deliveries of Non-Conforming Goods and/or performance of non-conforming Services, and/or failure to provide Buyer, upon request, reasonable assurances of future performance, shall all be bases for Buyer's right to termination for cause. In the event Buyer terminates an Order for cause, Buyer shall not be liable to Supplier for any amount, and Supplier shall be liable to Buyer for any and all damages sustained by reason of Supplier's default which gave rise to the termination.

4.3 Buyer may terminate any Order, in whole or in part, as of the date specified in a termination notice if Supplier (i) files for bankruptcy, (ii) becomes or is declared insolvent, or enters into a composition of creditors due to financial insecurity (iii) is the subject of any proceeding(s) (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for Supplier, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, or administration, (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (vii) makes any material misstatement as to its financial condition.

5. INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless Buyer, and including by such term its parents, subsidiaries, divisions, affiliate and control group entities and each of their respective owners, directors, officers, employees, and agents from and against any and all claims, causes of action, demands, actions, losses, damages, penalties, liabilities, costs (including those of recall), obligations, and expenses (including reasonable attorneys', experts' and legal fees), whether arising in law or equity, arising out of or resulting in any way from any act or omission of Supplier (including its agents, employees or subcontractors, in whole or in part) in performing work in connection with any Order, including but not limited to (i) Supplier's breach of these Purchase Terms and/or any Order, (ii) the actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade name, service mark, trade secret, or other intellectual property right, (iii) violation of any law or regulation of Supplier, (iv) any claim that the Goods and/or Services are defective, and (v) any claim that Buyer has or had a duty to warn a third party with respect to the Goods and/or Services; provided that Buyer gives Supplier prompt written notice of any such claim once it has actual knowledge thereof. No settlement or compromise that imposes any liability, obligation, or adverse publicity on Buyer shall be made without Buyer's prior written consent. Notwithstanding the foregoing, Buyer shall have the right, but not the obligation, to assume and control the defense and/or settlement of such claim, and Supplier shall cooperate in the defense of any such claim and provide such assistance and

information as is reasonably necessary for defense of such claim. This indemnity shall be in addition to the warranty obligations of Supplier.

6. INSURANCE

6.1 Services. The Supplier shall procure and/or maintain, at its own expense, the following insurance coverage, as applicable, with the type and limits of insurance as outlined in this section. The insurance carrier(s) must be acceptable to the Buyer and such acceptance will not be unreasonably withheld.

6.1.1 Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate. CGL coverage shall be written on the Insurance Services Office (ISO) occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Buyer shall be included as additional insured on a primary and non-contributing basis.

6.1.2 Automobile Liability with limits of at least \$1,000,000 each accident. Coverage to include all owned, hired and non-owned autos.

6.1.3 Workers Compensation and Employers Liability Insurance must be maintained with an insurance carrier licensed in the state of Connecticut.

6.1.4 Excess/Umbrella liability Policy with limits of at least \$1,000,000 per occurrence. Coverage to be excess of General Liability, Auto Liability, and Workers' Compensation/Employers Liability.

6.2 Goods. The Supplier shall procure and/or maintain, at its own expense, the applicable insurance coverage, as outlined in this Section 6, as well as insurance coverage for product liability, contractual liability, completed operations, and protective liability. The insurance carrier(s) must be acceptable to the Buyer and such acceptance will not be unreasonably withheld. The insurance must adequately protect Buyer against damages, liabilities, claims, losses and expenses.

6.3 All insurance coverage provided to Buyer by Supplier pursuant to these Purchase Terms shall be primary insurance with respect to Supplier's obligations, and shall not be or be reasonably considered to be contributing insurance with any of Buyer's policies of insurance. Supplier agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

6.4 If there is a material change in or cancellation of the insurance required by these Purchase Terms or any Order, then Supplier shall provide Buyer with at least thirty (30) days prior written notice.

6.5 Supplier shall require all subcontractors and others performing any Services at Buyer facilities to procure and maintain in effect the insurance required by these Purchase Terms or any Order. Supplier waives any and all rights of recovery it may have against Buyer, its officers, directors and employees for damage or destruction of property of Supplier or its employees. Supplier's policies insuring any such property will contain a waiver of subrogation clause or endorsement.

7. COMPLIANCE WITH LAWS

7.1 Supplier expressly represents and warrants that all Goods and/or Services supplied under any Order will have been produced in compliance with, and Supplier agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations.

7.2 Supplier expressly represents and warrants that, as required, the disposal of any chemicals shall be done in compliance with, and Supplier agrees to be bound by, all applicable federal, state and local laws, orders, rules and regulations.

7.3 Supplier agrees to (i) comply with Buyer's environmental, health and safety standards, requirements and restrictions during Supplier's performance hereunder and when at Buyer's facilities, and (ii) satisfy the requirements of any applicable regulatory or customer requirements restricting the use of any hazardous substances. Supplier will provide to Buyer, upon Buyer's reasonable request, all documentation reasonably necessary to verify the material composition of any Goods and/or Services ordered and to ensure the Goods do not contain a particular hazardous or banned substance.

7.4 Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement, the Order and/or these Terms and Conditions.

7.5 Supplier represents that, by acceptance of any Order, it is and shall continue to be in full compliance with all Executive Orders, federal laws, rules and regulations, all as from time to time amended, relating to equal employment opportunity, and that the following laws, orders and regulations are hereby incorporated by reference where applicable to the Supplier: Fair Labor Standards Act and State counterparts, Equal Opportunity Clause prescribed by E.O. 11246, as amended (41 CFR Chapter 60); Minority Business Enterprises Clause requirements of E.O. 11625 (41 CFR Part 1); the Lilly Ledbetter Fair Pay Act of 2009, and the Employee Notice Clause requirements prescribed by E.O. 13496 (29 CFR Part 471, Appendix A to Subpart A). Buyer and Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Buyer and Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

8. SUPPLIER CODE OF CONDUCT

8.1 Neither Supplier nor any of its affiliates in the course of providing Goods and/or Services to Buyer under any Order shall (i) use any funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to any political activity or to influence official action, (ii) make any direct or indirect unlawful payment to any foreign or domestic government official or employee (whether full-time or contract), (iii) make or receive any bribe, payoff, influence payment, kickback or other improper payment, or (iv) make any other similar type payments or gifts or give anything of value to any government official or employee that could be deemed a bribe or unlawful. Buyer shall have the right to request and review all relevant records of Supplier to ensure compliance with the terms of this provision. Supplier acknowledges and agrees that Buyer retains the right to decline future business opportunities or to end existing business relationships, including the transactions represented in any Order, if Supplier does not comply with the SEM, as applicable, the additional requirements of this Section 9, or with laws applicable to Supplier's business operations.

9. FORCE MAJEURE

Neither party shall be liable to the other for its failure to comply with the terms of an Order if such failure shall have been caused by any unforeseeable incident beyond the control of the non-performing party, including but not limited to fire, labor dispute, strike, war, insurrection, governmental restriction, or act of God, provided that it shall be the responsibility of each party to take all reasonable measures to eliminate such cause and recommence performance as quickly as possible; and further provided, it shall be the obligation of the party claiming a force majeure event for excuse of non-performance to notify the other party in writing as soon as practicable. In the event Supplier claims inability to perform due to an act of force majeure, Buyer shall have the right to secure an alternate source of supply and Supplier shall reimburse Buyer for any additional reasonable expense incurred by Buyer. Notwithstanding the foregoing, if the inability of Supplier to perform continues for a period greater than thirty (30) days from written notice to Buyer, Buyer shall have the option of terminating the Order immediately without any liability for Goods not yet shipped or Services not yet performed. Whenever Supplier has knowledge of any occurrence (or potential occurrence) which may delay, stop or in any way disrupt production or shipment of the Goods and/or Services under an Order, Supplier shall promptly notify Buyer of said occurrence or potential occurrence.

10. CONFIDENTIALITY

Confidential Information: Each party may from time to time, directly or indirectly, have access to or receive information ("receiving party"), including but not limited to, the Specifications, other plans, drawings, patterns, designs, samples, processes, and other technical information (none of which shall be reproduced, printed or copied without express written permission); the financial terms of this Agreement, forecasts, and internal financial data; cost to produce and production data, equipment data and capabilities, engineering data, business and marketing data, initiatives, results and plans, Customer information to include contacts and products, and any other information which the other party ("disclosing party") may deem to be confidential or proprietary whether or not constituting a trade secret ("Confidential

Information”). The receiving party shall keep all Confidential Information strictly confidential and shall not disclose it or allow access to any person that is not a party or use it for any purpose other than strictly in connection with the performance of this Agreement. The receiving party may disclose or allow access to Confidential Information to its employees and representatives only on a need-to-know basis after advising them of the confidentiality of the same and their obligation to abide herewith, and the receiving party shall remain liable for any breach hereof by any of the same. The receiving party shall maintain security measures and procedures no less stringent than those it uses in relation to its own confidential information, which it warrants as providing comprehensive protection against unauthorized use or disclosure. The receiving party will not acquire rights to disclosed Confidential Information.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the receiving party can demonstrate by written record (i) was previously known to or is subsequently developed by employees of the receiving party independently of the Confidential Information; (ii) becomes generally available to the public through no fault of the receiving party or any of its affiliates or representatives; (iii) is lawfully obtained from a person or entity that is not a party and is not subject to any confidentiality obligation; or (iv) is required by court order or governmental agency, in which case the receiving party shall promptly notify the other party so that it may seek a protective order.

Upon the expiration or termination of this Agreement or upon written request by the disclosing party, whichever is earlier, the receiving party shall return or destroy, as requested, any specific or all such Confidential Information, and copies thereof, and shall provide written confirmation that it has done so.

11. RECORDS AND INSPECTION RIGHTS

At all times Supplier shall maintain accurate books and records containing information regarding the raw materials, production, storage, sale, shipment, pricing of and payment of any Goods and/or Services purchased under an Order. These books and records shall be kept in accordance with all legal requirements, industry practice and generally accepted accounting principles, as applicable, and preserved for not less than three (3) years after creation. Buyer and its agents and representatives have the right, but not the obligation, to examine the books and records of Supplier for the purpose of verifying Supplier’s compliance with its obligations under these Purchase Terms and any Order. Any such examination shall be during business hours in Supplier’s principal offices, the facility where the Goods and/or Services were produced, or such other location or method as Buyer may reasonably request. Supplier shall cooperate with Buyer’s examination, which cooperation shall include making Supplier’s officers available for discussion of Supplier’s books, records and compliance with these Purchase Terms and any Order. The examination shall be at Buyer’s expense, provided that, in the event Supplier has failed to perform its obligations under these Purchase Terms, any applicable Order, or laws, the expense of examination plus other damages incurred by Buyer shall be paid by Supplier. Buyer also has the right, but not the obligation, to inspect any facility where the subject Goods are produced or stored or Services rendered for the purpose of verifying compliance of such facilities with applicable law, compliance with these Purchase Terms and

any Order, and compliance with Buyer's food safety, quality and other manufacturing and storage standards, practices and procedures. Supplier will provide copies of such books and records as Buyer may reasonably request, provided that Buyer agrees to maintain any information contained in such books and records which is confidential and proprietary information of Supplier in the same manner that Buyer maintains its own confidential and proprietary information. Buyer will not use any such confidential and proprietary information of Supplier except as contemplated by these Purchase Terms.

12. APPLICABLE LAW - JURISDICTION

12.1 These Purchase Terms and every Order will be governed by and construed in accordance with the applicable laws of the State of Connecticut, excluding conflict of law provisions.

12.2 Any controversy or claim relating to or arising out of this Agreement, or any breach thereof shall be resolved under the auspices of the American Arbitration Association ("AAA") before a mutually agreed upon, qualified, single arbitrator panel, pursuant to its Commercial Arbitration rules. If the parties cannot come to a mutual decision regarding an arbitrator, each party will elect a single arbitrator and the elected arbitrators will then jointly appoint a qualified single arbitrator panel. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including administrative AAA fees, costs, and attorneys' fees.

12.3 If a party fails to arbitrate, or in a suit to enforce an arbitration decision, and regardless of Section 12.2, each party hereby irrevocably consents to the exclusive jurisdiction and venue of the local Connecticut federal courts unless no federal subject matter jurisdiction exists, in which case each party consents to exclusive jurisdiction and venue in the State Courts of the State of Connecticut. Both parties waive all defenses of lack of personal jurisdiction and forum non-convenience with respect to such courts.

12.4 Any claim relating to or arising out of this Agreement, or any breach thereof, claim brought pursuant to this paragraph shall be filed no later than one year after the date the filing party could reasonably become aware of the issue(s) giving rise to the claim.

13. LIMITATION ON BUYER'S LIABILITY

In no event shall Buyer be liable to Supplier for any indirect, incidental, consequential, punitive, special, or exemplary damages or penalties of any description, regardless of the form of the action or the theory of recovery, even if Buyer has been advised of the possibility of those damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the Goods and/or Services which gives rise to the claim. Any action resulting from any breach on the part of Buyer as to the Goods and/or Services purchased under any Order must be commenced within one (1) year after the cause of action

has accrued. This Section 14 is not intended to limit or exclude Buyer's liability for any matter for which liability cannot be limited or excluded by law.

14. APPLICATION AND INTERPRETATION

14.1 Acceptance of any Order by Supplier is conditioned upon, and is acceptance of, the express Purchase Terms herein. Any general terms and conditions of Supplier are hereby expressly rejected by Buyer and excluded, notwithstanding any language contained in any document of Supplier stating that the language of such document, or any other document referenced therein supersedes any other language, if the Supplier chooses to accept an Order, Supplier specifically acknowledges and agrees that these Purchase Terms control. Any proposal, confirmation, or any other writing of whatever kind inconsistent with or in addition to the terms of the Order and these Purchase Terms shall not be binding upon Buyer. Buyer's acceptance of, or payment for, Goods and/or Services will not constitute acknowledgement or acceptance of the Supplier's conditions of sale.

14.2 The provisions of any Order and these Purchase Terms will be read, to the extent possible, to be consistent. If a provision in an Order directly conflicts with a provision in these Purchase Terms, the provision in these Purchase Terms will prevail unless either (i) the provision of the Order specifies commercial terms for Goods and/or Services to be provided under that Order and the Order specifically states that the provision in the Order will prevail.

14.3 An Order shall be deemed accepted by Supplier upon the earliest of (i) Supplier issuing an electronic confirmation or written acceptance of the Order, (ii) Supplier's commencement of work on the Goods and/or Services subject to the applicable Order, or (iii) shipment of the Goods and/or delivery of the Services subject to the applicable Order.

14.4 Buyer shall have the right at any time to make changes in drawings, designs, specifications, payment methods, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance of an Order, an equitable adjustment will be made and the applicable Order shall be modified in writing accordingly. Supplier agrees to accept any such changes to any Order or decline such changes promptly in writing.

15. GENERAL

15.1 Supplier may not assign any rights or delegate any obligations under these Purchase Terms or any Order without the prior written consent of Buyer.

15.2 Supplier will not subcontract any of its obligations without obtaining Buyer's prior written approval. Notwithstanding any approval by Buyer, Supplier will remain solely responsible for all of its obligations and will be liable for any subcontractor's failure to perform or abide by the provisions of these Purchase Terms or any Order.

15.3 Supplier shall promptly discharge any mechanic's or materialman's liens, retention rights, security rights or any security interests arising in connection with any Order at Supplier's sole cost and expense.

15.4 The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the parties. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, or joint employer, between the parties or any employee or agent of a party. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, other than a qualified corporate affiliate of such party, whether express or implied, or to bind the other party in any respect whatsoever.

15.5 All rights and remedies reserved by Buyer in these Purchase Terms will be cumulative and in addition to, and not in lieu of, any other remedies available at law, in equity or otherwise. Any rights of Buyer not expressly granted herein are reserved by Buyer.

15.6 If any provision of these Purchase Terms conflicts with the law under which these Purchase Terms are to be construed or is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and all remaining provisions shall continue in full force and effect.

15.7 Supplier will not, without Buyer's prior written consent, (i) use the name, trademark, service mark, trade dress, logo or other identifying marks of Buyer in any sales, marketing or publicity activities or materials, and/or (ii) issue any public statement regarding its relationship with Buyer.

15.8 The failure of Buyer to enforce strict performance by Supplier of any provision of these Purchase Terms or to exercise any right under these Purchase Terms will not be construed as a waiver to any extent of Buyer's right to assert or rely upon any provision of these Purchase Terms. A delay or omission by Buyer to exercise any right or power under these Purchase Terms will not be construed to be a waiver of that right or power. Buyer's waiver of one breach will not be construed to waive any succeeding breach. All waivers must be in writing and manually signed by Buyer.

15.9 The provisions of these Purchase Terms and any Order that expressly or by their nature contemplate performance or observance after the Order terminates or expires will survive and continue in full force and effect. Without excluding any other provisions of these Purchase Terms and any Order, the terms of Sections 5, and 11 shall survive the termination or expiration of any Order.

15.10 All notices must be in writing and will be deemed given only when (i) hand delivered, or (ii) delivered by overnight courier or registered mail to the address of the receiving party as it appears on the Order. All notices shall be effective upon the date of receipt.

15.11 These Purchase Terms and the applicable Order collectively constitute the entire agreement of the parties. Notwithstanding the foregoing, in the event Buyer and Supplier have an existing written agreement signed by an authorized signatory of Buyer and Supplier encompassing the Goods and/or Services purchased in the Order, these Purchase Terms shall

remain in full force and effect to the extent they do not conflict with the terms of such written agreement, and any subsequent agreement shall incorporate these terms.

15.12 These terms and conditions are subject to change without notice, from time to time, in our sole discretion. Amendments will be posted to this website.

These terms and conditions are effective 02/05/19.