

ISOFLEX Packaging

Terms and Conditions of Sale

Acceptance; Modification

All orders must be submitted in writing to ISOFLEX Packaging (“ISOFLEX”) in accordance with our standard order policies in effect from time to time. Orders will be deemed accepted only upon shipment of products by ISOFLEX or upon written acceptance by ISOFLEX. Acceptance by ISOFLEX of all orders submitted by purchaser (“Buyer”) will be subject solely and exclusively to these terms and conditions of sale and all documents incorporated by reference into the order by ISOFLEX (collectively, “Terms of Sale”). However, any purchase orders or numbers issued by Buyer will be deemed to be for Buyer’s internal purposes only and their terms and conditions will have no force or effect. Unless objections to the Terms of Sale are raised in writing before shipment of products or delivery of any products. Buyer will be deemed to have accepted the Terms of Sale in their entirety without any addition, alteration or deletion. ISOFLEX does not agree to any proposed addition, alteration, or deletion to the Terms of Sale, unless expressly accepted in a writing signed by ISOFLEX’s management. Any changes to the order must be in a writing signed by ISOFLEX.

Payment Terms; Prices

Prices will not include any sales, use, privilege, excise or any other tax, duty, tariff or assessment that may arise from the sale of products or services or any shipping costs, and such taxes, duties, tariffs, and other assessments, together with shipping costs, will be the responsibility of Buyer. Unless otherwise approved in writing by ISOFLEX, in its sole discretion, all invoices will be due upon receipt. A past due service charge of 1.5% per month on the unpaid balance of the aggregate purchase price for orders will apply or the maximum rate permitted by applicable law, whichever is lower. If in our judgment, reasonable doubt exists as to your financial responsibility, or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit until we receive payment of all amounts, whether or not due, owing to us, or adequate assurance of such payment.

Shipments; Delivery

Delivery dates and quantities for orders will be as mutually agreed to by the parties. The orders will be shipped F.O.B. at the origin of shipment to destinations mutually agreed to by the parties. Unless otherwise agreed to by the parties, ISOFLEX will arrange for shipping at Buyer’s expense for freight, but not insurance. Risk of loss will pass to Buyer upon delivery of the goods to the F.O.B. origin point. Title will pass upon complete payment of the order. Buyer will bear

the risk of loss with respect to damage or destruction of products in transit and the risk of delay and increased costs of shipment. Unless Buyer notifies ISOFLEX to the contrary in writing, all orders will be shipped and insured with a declared value equal to the invoice amount. ISOFLEX reserves the right to make delivery in installments and to separately invoice the same. Delay in delivery of any installment will not relieve Buyer of its obligation to accept the remaining installments. Time is not of the essence for delivery or any other performance required of ISOFLEX. At the request of Buyer, ISOFLEX will delay delivery of finished product for up to 60 days after the contracted delivery date. After 60 days of delayed delivery, ISOFLEX will impose a storage fee of \$50 per pallet per month or partial month.

Inspection; Non-conforming Shipments

Seller has no control over the ultimate use of handling and / or storage of the product sold and therefore the seller's liability is limited to making an adjustment not exceeding the value of the subject product for defects of material or workmanship in products in seller's manufacture. All claims must be made by buyer within five (5) days of receipt of merchandise. In no case shall the seller be responsible for the original condition or quality of materials processed but not produced by the seller nor for the suitability of the materials sold hereunder for the use contemplated by the buyer, whether used singularly or in combination with other materials, nor for loss or damage resulting from the inherent characteristics of the materials, or combination thereof, processed or sold hereunder. Color matching shall be based on commercial tolerances. While seller will make every reasonable effort to conform to buyer's requirements for put up, e.g. bags per carton, linear feet per roll, etc., no assurance of compliance can be given.

On all orders seller will consider the order completed if the overruns or underruns on pounds, rolls, sheets, sleeves and bags shall not exceed plus or minus ten (10) percent. On any quantity that requires a portion of a roll, seller reserves the right to furnish the entire roll or the quantity of sheets, bags, or sleeves made therefrom. The seller reserves the right to ship and invoice (at the rate of the quantity specified on the order) overruns, in accordance with the above and seller likewise deems any underruns within the same range as constituting the complete fulfillment of such orders.

Buyer will have no right to return any product or shipment, and no product or shipment may be returned to ISOFLEX without the prior written approval of ISOFLEX. Unless specified otherwise elsewhere in the Contract, delivery of goods in a quantity varying not more than ten percent (10%) from the contract amount expressed in pounds or MSI shall be deemed complete delivery of the contract amount, and payment shall be made for the actual quantity delivered. Buyer will be responsible for all costs and expenses associated with any authorized returns of products and will bear the risk of loss or damage of such products or shipments. ISOFLEX, in its sole discretion, may reject any return of products or shipments not approved in writing by ISOFLEX in advance.

Warranty; Disclaimer

Buyer's sole and exclusive remedy for any defective product will be replacement or repair of such goods, or repayment of Buyer of the purchase price paid by Buyer for such goods, whichever such remedy ISOFLEX shall select. Should any goods not meet the tolerance and variations consistent with normal trade practices, ISOFLEX shall replace or repair such goods as provided above. Improper use or application of ISOFLEX's product in buyer's process will void any responsibility on the part of ISOFLEX to replace or repay the purchaser the purchase price as set forth above.

TO THE FULLEST EXTENT PERMITTED BY LAW, ISOFLEX MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS OR SERVICES. EXPRESSLY DISCLAIMED BY ISOFLEX ARE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ISOFLEX BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INSTALLATION COSTS, LOST REVENUE OR PROFITS, OR ANY OTHER COSTS OF ANY NATURE AS A RESULT OF THE USE OF PRODUCTS PURCHASED FROM ISOFLEX.

Credit Policy

Credit terms are subject to the approval of ISOFLEX's credit department, in its sole discretion, and may be revoked by ISOFLEX at any time for any reason, or no reason. If credit is revoked or not approved, this sale will be cash-on-delivery or as otherwise agreed to in writing by ISOFLEX.

Remedies, Attorney's Fees

If ISOFLEX brings a legal action or other proceeding to enforce this agreement, or because of an alleged dispute, breach, default or misrepresentation relating to this agreement, ISOFLEX will be entitled to recover reasonable attorneys' fees and other costs incurred in connection with such action or proceeding. Such relief will be in addition to any other remedies to which ISOFLEX may be entitled at law or in equity.

Force Majeure

ISOFLEX will not be liable to Buyer or be deemed to be in breach for any delay or failure in performance caused by acts beyond ISOFLEX's reasonable control, including (without limitation) acts of God, war, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes,

mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor, or transportation, acts of subcontractors suppliers, interruption of utility services or the Internet, acts of any unit of government or governmental agency or any similar or dissimilar cause.

General

The Terms of Sale contain the full understanding of the parties and supersedes all other prior agreements regarding its subject matter. All waivers by ISOFLEX must be in writing and will not be implied. No waiver of any default by either party will act as a waiver of a subsequent or different default. If ISOFLEX elects to continue performance after a breach or default by Buyer, its actions will not constitute a waiver of default or breach. This agreement shall be governed by and construed exclusively under the laws of the state from which the product was sold, irrespective of conflicts of law principles. Any notice by Buyer under this agreement will be written and mailed by certified mail, return receipt requested, to ISOFLEX at the address listed on the invoice. All terms and conditions subject to change without notice.