

Allied Plastics, Inc.

Terms and Conditions of Sale

1. **Force Majeure.** Buyer understands and acknowledges that Seller shall not be liable to Buyer for any loss, damage, detention or delay or failure to perform resulting, in whole or in part, from causes beyond Seller's reasonable control, including, but not limited to, fires, strikes, insurrections, riots, inclement weather, embargoes, transportation difficulties, shortages of raw materials or governmental actions or laws. Quantities of product affected by force majeure shall be eliminated from this contract without liability to Seller.

2. **Payment Terms.** Unless otherwise specified by Seller, payment for all shipments hereunder will be made by Buyer within thirty (30) days from the date of invoice, terms net cash. Buyer will pay a finance charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on any past due amounts. If at any time, in Seller's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or inadequate to meet the obligations hereunder, the terms of payment may, at Seller's options, be revised or withdrawn, and Seller may require cash or other satisfactory security before making further shipments to Buyer. In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment or is in default with respect to any of the other terms and conditions hereunder, Seller may delay further delivery of goods hereunder or may, at its option, cancel all further deliveries of goods to Buyer. Buyer agrees to pay all costs, including reasonable attorney fees, incurred by Seller in the collection of any sum payable by Buyer to Seller, Buyer grants and Seller retains a security interest in all of the merchandise sold hereunder and the proceeds thereof until the purchase price is paid in full. Buyer will, upon request of Seller, effect any filing or file any notices which the Seller shall reasonably deem necessary to ensure a security interest in the goods hereunder.

3. **Limited Warranty.** Seller warrants good and free title in the product and that the product will conform to Seller's published specifications, if any exist, or to such other quality standards and/or measurements the parties have attached to this document or subsequently have agreed upon in writing. Seller has based any recommendations to Buyer for the use of the product upon information that Seller considers reliable, but Seller makes no warranty as to any results Buyer might obtain in Buyer's use(s) for the product.

4. **Limitation of Liability.** Buyer will examine all products promptly after receipt for damage, defects, and non-conformity. Buyer must give Seller written notice of the existence of each claim involving product (whether based in contract, breach of warranty, negligence, strict liability, other tort or otherwise) within the earlier of thirty (30) days after receipt of the quantity of product forming the basis for the claim or applicable shelf-life expiration, if any. A failure by Buyer to give such notice within the applicable time constraint will constitute an absolute and unconditional waiver of all such claims. Buyer assumes all risk of patent infringement by reason of any use Buyer makes of the product in combination with other substance or in the operation of any process, including infringement arising out of Seller's compliance with Buyer's designs, specifications or instructions, and Buyer shall defend,

indemnify and hold Seller harmless from and against the same, including, without limitation, any claim by a third party that Buyer's use, designs or specifications of the product infringes upon a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes.

5. **LIMITATION ON DAMAGES.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR BUYER'S AGENTS OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
6. **Title & Risk of Loss.** Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities arising out of unloading, discharge, storage, handling and use of the product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations governing or controlling such activity, except to the extent, if any, attributable to Seller's gross negligence or willful misconduct. Except to the extent attributable to the product failing to meet the express warranties set forth in paragraph 3, Buyer will indemnify, defend and hold Seller harmless from all costs, expenses, damages, judgments or other loss, including costs of investigation, litigation and reasonable attorney's fees, arising out of Buyer's selection, use, sale and further processing of the product.
7. **Shortage of Product.** During periods when demand for product exceeds Seller's available supply, whether due to a force majeure or otherwise, Seller may distribute product among itself for its own manufacturing uses, its customers, and Buyer in such manner as Seller deems fair and practicable. Buyer will accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make. Except in the case of a force majeure, if not satisfied with Seller's determination, Buyer as its sole remedy shall have a right to terminate this contract without further obligation upon: (i) 10 days written notice; and (ii) payment for all product received to date.
8. **Cancellation or changes.** In the event Buyer wishes to cancel all or part of an order, Buyer agrees to pay Seller: (1) the full cost to Seller of all raw materials purchased by Seller (whether received or ordered) that Seller is unable to return for a full refund, (2) costs for all work process, (3) contract price for all finished inventory, and (4) administrative fee of 10% of the total purchase order.
9. **Entire Agreement.** Except as otherwise reflected in a contract regarding the subject matter hereof which has been signed by authorized representatives of Buyer and Seller, this document constitutes the sole, entire, and exclusive agreement between Buyer and Seller and supersedes all prior discussions, proposals, negotiations, representations and agreements. Seller objects to and will not be bound by any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment pursuant to a purchase order of Buyer that contains additional, different or inconsistent terms does not constitute acceptance of such terms. The terms of this sale may not be modified or rescinded, unless made in writing signed by an authorized representative of each party.

10. **Applicable Law.** This agreement will be governed by the laws of the State of Wisconsin. Any litigation concerning this agreement shall only occur in the state or federal courts located within the State of Wisconsin.