

Coroplast Tape Corporation

GENERAL TERMS AND CONDITIONS OF SALE

Applicable to all Quotations, Purchase Orders, Invoices, Order Acknowledgments and Purchase Agreements (MARCH 2016)

- I. **General.** These Terms and Conditions are applicable to the person, firm, company or other purchasing entity (hereinafter referred to as "Buyer") and Coroplast Tape Corporation (hereinafter referred to as "Seller") for items ordered by Buyer from Seller in whatever form or quantity (hereinafter referred to as "Goods"), and/or for services performed by Seller for Buyer (hereinafter referred to as "Services"). Any other document(s) containing terms and/or conditions that are in addition to or inconsistent with the following Terms and Conditions listed herein, including but not limited to penalties or liquidated damages for Seller's failure to meet shipment dates or any other reason, shall not be binding upon Seller without the express written acceptance of liability by an authorized representative of Seller. Seller's failure to object to any additional, inconsistent, or other provisions contained in any other order or form of communication from Buyer shall not be construed as either a waiver or acceptance of such provisions. Seller reserves the right to correct any clerical or typographical errors at any time.
- II. **Acceptance.** These terms and any other written stipulations to which these terms are stated to apply (collectively, the "Agreement"), constitute the entire agreement between Coroplast Tape Corporation and the Buyer. Seller's proposal will only be deemed to be accepted after it has been (1) signed by Buyer, (2) returned to Seller's designated address, and (3) acknowledged by the signature of Seller's duly authorized representative. No modification(s), waiver(s), alteration(s), or additional term(s) shall be valid as against Seller unless said modification(s), waiver(s), alteration(s), or additional term(s) have been acknowledged in writing by Seller's duly authorized representative.
- III. **Taxes and Other Charges.** In addition to Seller's invoice price or quote price, Buyer is also responsible for payment of any use-tax, sales tax, excise tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the goods or services provided by Seller. In the event Seller is required to pay any of the fees or charges listed in this paragraph, Buyer herewith agrees to immediately reimburse Seller for this cost, or in lieu of such payment by Seller, Buyer agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Buyer further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to Seller for reasonable attorneys' fees and/or court costs incurred by Seller as a result of Buyer's failure to pay the charges listed in this paragraph.
- IV. **Assembly, Installation and Commissioning.** Seller may, upon acceptance of Buyer's request, provide technicians to supervise the assembly, installation and commissioning of Goods. Buyer shall be financially responsible for the technician's labor costs, travel and lodging expenses (not to exceed commercially-reasonable rates in effect at that time). Buyer further agrees to provide all other labor, and Buyer is responsible for the placement of the Goods at the points of assembly and/or installation, and will properly prepare the installation site.
- V. **Limited Warranty.** Seller guarantees Goods meet applicable standards only when used as directed under normal operation or service. This guarantee is effective for one (1) year from the date of shipment for the original Buyer and is not transferable. If, and upon the determination of Seller's inspection, any Goods are deemed to be defective in material or workmanship within one (1) year from

the date of shipment, Seller may, at its option, either replace any defective part(s) of the Goods to Buyer, or refund the purchase price of the defective part(s). Such replacement, however, shall not extend the warranty period provided in this paragraph. Seller does not warrant replacement items or any parts thereof that are of later- or improved-design or construction. Seller is not required to provide a factory replacement if an operational refurbished part is otherwise available. In the event Seller purchases replacement components or units from a Third Party Supplier, any liability or obligation of Seller under this paragraph is limited to the original Buyer to the extent of the warranty provided by the Third Party Supplier. Seller is not obligated to replace expendable parts, Goods, or any other parts that have been damaged due to misuse or Buyer's failure to observe proper maintenance, lubrication and/or operating procedures.

This guarantee excludes (i) the labor and costs of labor for the disassembly or removal of any Seller's Goods and (ii) any incidental or consequential damages, whether based on breach of express or implied warranty, negligence, strict liability or any other legal theory.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. SELLER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY DISMEMBERMENT OR DEATH OF ANY KIND WHATSOEVER.

This warranty shall be voided in the event of: any improper use of the Goods, whether intentional or unintentional; operation beyond capacity; failure to report defects to Seller within warranty period; substitution of parts not approved by Seller; failure or damage due to misapplication; lack of proper and/or regular maintenance; abuse; improper installation or repair; abnormal operating conditions as a result of temperature, moisture or corrosive matter; unauthorized alteration or repair by third parties which, according to Seller's judgment, materially and/or adversely affects the Goods.

Extended Warranty Contracts, if offered for purchase by Seller, are subject to these Terms and Conditions only if the Extended Warranty Contract is silent to an issue otherwise addressed herein.

- VI. **Design Improvements.** Goods sold by Seller are changed from time to time with changes that are intended to improve the design and construction of the Goods. As such, any illustrations, specifications or other descriptive material submitted to the Buyer may not depict an exact replica of the Goods at the time of delivery, and are merely intended as a general description of the Goods, and are not deemed to constitute a part of this proposal or a warranty as to the particular specifications of the Goods.
- VII. **Delay.** Seller is not responsible for delay(s) in delivery for reasons beyond Seller's reasonable control, including but not limited to, force majeure. In the event of delay under this paragraph, the delivery schedule shall be extended by amount of time originally lost due to the delay.
- VIII. **Payments.** Payment is due upon receipt of invoice, or upon the date otherwise mutually agreed by the parties in Seller's proposal as indicated on the order confirmation. Full payment of the invoice price is due according to the schedule listed in the invoice. Notwithstanding any terms to the contrary, in the event of a delinquency, all sums due and owing to Seller (retroactively applied to the invoice date) will be subject to interest charges at the rate of one-and-a-half percent (1 ½ %) per month.

IX. **Cancellation.** Generally, Buyer may cancel an order for Goods that had already been “accepted” by the Seller if, at the time of cancellation, shipment of the Goods has not been initiated. Respectively, Buyer may cancel an order for Service that has already been “accepted” by the Seller if, at the time of cancellation, the service has not yet been provided. However, orders accepted by the Seller for Goods with different specifications, special orders (including, but not limited to order with different voltage or made by design request by Buyer) may not be cancelled, regardless of the shipment status of the Goods.

X. **Delivery; Assumption of Risk.** Unless otherwise expressly agreed in writing by the Parties, delivery of Seller's Goods is deemed to be complete once the products have left the Seller's warehouse via Buyer's carrier or via a common carrier. Seller has the option to select method of transportation and routing of shipment. Seller is not responsible for any damage(s) occurring during transit or loss of shipment, and Buyer must make all claims directly to carrier. Buyer must submit claims for shortages and/or incorrect Goods to Seller in writing within ten (10) business days after receipt of shipment. Except as agreed upon in writing and signed by both Buyer and Seller, the passage of risk for shipment of all Goods is “F.O.B. Seller's Warehouse.”

XI. **Safety.** Buyer shall employ and maintain any safety guards, controls, warning signs, and/or other safety devices and features, and to provide all warnings and instructions reasonably required for the safety of persons within reasonable proximity and/or in use of the Goods. Buyer shall ensure all employees are fully aware of Seller's operating instructions for the Goods, and to comply with all laws and regulations of applicable governmental or other agencies with jurisdiction thereto, including but limited to, the Occupational Safety and Health Act of 1970 (OSHA), as amended, and regulations promulgated pursuant thereto and any amendments with regard to the installation and use of the Goods thereto. Buyer shall refrain from any alterations or misuse of the Goods in any manner which may constitute a threat of danger to persons.

To the best of its knowledge, Seller shall comply with any applicable standards and/or requirements of legislation, regulations, or guidelines for the regulation or protection of occupational environment, health or safety which may have been enacted or promulgated in any jurisdiction. SELLER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY FAILURE TO COMPLY WITH ANY SUCH LEGISLATION, REGULATIONS OR GUIDELINES UNLESS EXPRESSLY AGREED TO BY SELLER IN A SEPARATE WRITING.

XII. **Indemnification.** Buyer and Seller agree to indemnify and hold harmless the other party and its affiliated companies from and against all claims, damages, losses, and expenses, including all reasonable attorneys' fees and expenses arising out of or resulting from the indemnifying party's failure to comply with the applicable laws and regulations set forth in Paragraph XI above, regardless of whether such claim, damage, loss, or expense is caused in part by the negligence or other act of the indemnifying party. Buyer agrees to indemnify Seller and its parent entities, its present and future subsidiaries, any and all subsidiaries of a subsidiary or parents of a parent, all affiliated corporations, and successors and assigns or any company or companies which either directly or indirectly controls or has the power to control a party, or any company or companies which is controlled by a part of which a party has the right to control (hereinafter referred to as the “Affiliated Companies”) the aforementioned entities as to any such claim, damage, loss or expense arising out of or resulting from the design, construction, formulation, or composition of any product made or handled by the Goods in the hands of the Buyer.

XIII. **Acceptance of Goods and Services.** All goods and services shall be accepted subject to the Buyer's rights of inspection, rejection, and revocation of acceptance pursuant to Article Two of the Uniform Commercial Code.

- XIV. **Governing Law and Venue.** This Agreement shall be exclusively governed by the laws of the State of South Carolina giving effect to the conflict of law provisions thereto. The parties further consent to the exclusive personal jurisdiction of any applicable court in the county of York, South Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in South Carolina. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.
- XV. **Assignment.** This Agreement may not be assigned by Buyer without prior written consent of Seller.
- XVI. **Security Interest.** Seller reserves a purchase money security interest in the Goods, all additions and accessories thereto, and all replacements, products, and proceeds thereof to secure payment of the purchase price. Said security interest shall be retained until the purchase price is paid in full. Buyer agrees Seller has the right to file the Agreement or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Seller's security interest in the Goods. Upon Seller's request, Buyer will join with Seller in the execution of such financing statements. Buyer further agrees Seller has the right to invoice Buyer and Buyer will pay all fees, taxes, and assessments associated with the filing of the Agreement or financing statements.
- XVII. **Intellectual Property.** Seller shall defend Buyer against any legal actions that may be instituted by a third party against Buyer for alleged infringement of any United States patent, trademark or copyright owned by Seller and relating to any Goods sold by Seller to Buyer. Buyer is obligated to give Seller written notice within ten (10) days of receipt of any such legal action, including a copy of any papers served upon Buyer. If any such Goods are held to be an infringement by a court of competent jurisdiction, Seller shall, at its own cost and expense, either (i) procure for Buyer the right to use the Goods; (ii) arrange for the redesign of the Goods to overcome the infringement; (iii) replace the Goods with Goods that do not infringe on another patent, trademark or copyright; or (iv) refund the purchase price and freight costs.
- XVIII. **Return of Goods.** Goods may not be returned to Seller without prior written authorization of Seller. A restocking fee of fifteen percent (15%) of the purchase price will be applied if the Goods are commercially useable with no or limited discounts. This fee can be waived with the written consent of Seller prior to the date of return. If the Goods can no longer be used for sale, a refund may be granted. However special orders or goods with special or different specifications can not be returned.
- XIX. **Notices.** All written notices pursuant to the Agreement must be address as follows:
- To Seller: Coroplast Tape Corporation
1230 Galleria Blvd.
Rock Hill, South Carolina 29730 USA
- Without reasonable evidence to prove the contrary, Notices sent by mail will be deemed to be accepted by the Recipient on the fifth (5th) day following the date of mailing.
- XX. **Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid or unenforceable, such provision or portion thereof shall be considered separate and apart from the remainder of the Agreement and the other provisions shall remain fully valid and enforceable.

XXI. **Modification.** The terms of this Agreement may not be amended, modified, waived, superseded, or rescinded except by a writing signed by Seller's duly authorized representative.

XXII. **Confidentiality / Non-Disclosure.** The Parties shall hold the terms of the transaction confidential. Neither Seller nor Buyer will, at any time, disclose to any third party the terms of the Agreement, except as authorized by this Agreement or as required by law. Buyer may make such necessary disclosures to its tax advisor and/or lawyer, all of whom shall be instructed to keep the information disclosed to them confidential; any disclosure by any such party shall be deemed a disclosure by Buyer in violation of the Agreement. Seller and Buyer shall refrain from disparaging comments about each other in their communications in response to all inquiries from the press, public media or any other third parties regarding this Agreement.

XXIII. **Force Majeure.** If Seller is unable to produce, sell or deliver any Goods covered by this Contract, or if Buyer is unable to accept delivery, buy or use any Goods covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault of negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for only so long as the affected party is unable to perform as a result of such event or occurrence, provided, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days after the event or occurrence). Such events and occurrences may include natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, acts of terrorism, labor problems (including lockouts, strikes, and slowdowns), equipment breakdowns and power failures but, in each case, only to the extent beyond the reasonable control of the affected party and without such party's fault or negligence. However, in no event will Seller's performance under this Contract be excused as a result of any increase in the cost of Seller's performance. During any unreasonable delay or failure to perform by Seller, Buyer may do any or all of the following: (a) purchase substitute goods from other available sources, in which case the quantities under this contract will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any reasonable additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this contract, but under no circumstances shall Seller be responsible for payment of substitute goods in excess of an additional thirty percent (30%) of the product prices set forth in this contract, (b) require that Seller provide substitute goods from other available sources (including Seller's stock or inventory) in quantities reasonable under the circumstances and at reasonable times and at the prices set forth in this contract, (c) require that Seller provide any work-in-process and raw materials useful in the manufacture of the goods in Seller's inventory or stock at Seller's actual cost, and (d) require that Seller provide substitute raw materials and components useful in the manufacture of the goods from available sources in quantities reasonable under the circumstances and at reasonable times at the lesser of Seller's actual cost and the appropriate pro rata portion of the price of the goods. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days from the delivery date originally confirmed by Seller, either party may cancel in writing the undelivered portion of the order or contract. But in no event shall Seller become liable in the aforesaid circumstances to Buyer or any third party for consequential damages or business loss. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of Goods to Buyer, Seller will make a good faith effort to produce (and locate in an area that will not be affected by any such disruption) a finished inventory of Goods in quantities sufficient to ensure the supply of Goods to Buyer for at least thirty (30) days after such disruption commences. In the event and to the extent that the delivery of Goods was delayed or was expected to be delayed prior to the occurrence of a force majeure event (an "Existing Delay"), then any such Existing Delay will not be excused.

XXIV. **Audits and Inspections.** Seller grants no rights to Buyer to audit and/or review any of the following, including but not limited to relevant books, income statements, balance sheets, cash flow statements, payroll data, receipts and other related supporting data, Seller's administrative and/or accounting policies, guidelines, practices and procedures. Upon consent of Seller, Buyer may, at Buyer's expense, schedule and perform an inspection or audit of information pertaining to Seller's financial standing. Said inspection / audit shall exclusively take place at Seller's location, currently located in Rock Hill, South Carolina, and be reasonably limited to grant assurances to buyer of seller's ability to perform under this contract or in instances of anticipatory breach by Seller. Seller may restrict Buyer's access as necessary to protect proprietary information and may require appropriate indemnification and releases.

XXV. **No Obligation to Provide Transition Support.** Absent a specific written confirmation which has been executed and signed by both Parties, Seller is under no obligation to cooperate in the transition of supply (otherwise referred to as "Transition Support"), in whole or in part, to continue production and delivery of Goods following the expiration of a Purchase Order, or following the termination of a Purchase Order, in whole or in part, by either party or Buyer's other decision to change to an alternate source of Goods.

XXVI. **Entire Agreement.** The Agreement, together with these Terms and Conditions and any attachments, manuals, guidelines, requirements, exhibits and supplements specifically referenced therein, constitutes the entire agreement between the Parties and supersedes any and all other prior contracts and undertakings, both written and oral, among the parties or any of them, with respect to the subject matter herein and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.