

Mauser Packaging Solutions **TERMS & CONDITIONS**

The following are the standard terms and conditions of sale ("Agreement") between the Mauser entity that accepts the order for the applicable products or goods ("Seller" or "Mauser") and the individual or legal entity ordering, receiving, or using Mauser or Mauser supplied products or goods, or that clicks the "accept" or "agree" button or check box displayed as part of the procurement, order or application process ("Buyer", "You" or "Your"). You may enter the agreement with multiple Mauser entities with respect to different products or goods. If you are entering into the agreement on behalf of a company or other legal entity, You represent that you have the authority to bind such entity, in which case the terms "You" or "Your" shall refer to such entity.

General Terms

Termination: (a) Except with respect to violations related to payment of monies owed and protection of Confidential Information, if either party defaults in the performance of this Agreement, the other party shall give written notice to the defaulting party specifying the nature and extent of default, and the defaulting party shall, have 30 days after receipt of such notice to cure such default. If such default is not cured within such 30 day period, the aggrieved party may, by written notice, terminate this Agreement for material default. (b) If either party (i) initiates any bankruptcy, insolvency, receivership or other similar proceedings, or fails to have dismissed within 45 days any bankruptcy, insolvency, receivership or similar proceeding initiated against it, (ii) makes an assignment for the benefit of its creditors, (iii) has a receiver appointed for it or for any of its properties, or (iv) suspends its business, the other party shall have the right to terminate this Agreement immediately upon written notice to such party or (c) Buyer's obligation to pay all amounts due to Seller under this Agreement shall survive expiration or termination of this Agreement. Either party's exercise of its termination rights shall be without prejudice to any other remedies such party may have under this Agreement or applicable law.

Assignment: A party may not assign its rights or delegate its performance under this Agreement to another entity (except to an entity that is controlled by a party, such party controls, or is under common control with such party, or to an entity acquiring all or substantially all of the assets of that party) without the prior written consent of the other party, such consent shall not to be unreasonably withheld or delayed. Buyer and Seller shall remain jointly and severally liable for the full performance of all of its obligations hereunder. Any other attempt by a party to assign this Agreement without the prior written consent of the other party shall be void.

Confidential Information: Except to the extent necessary to perform under this Agreement, neither Party may disclose this Agreement or any non-public information it receives from the other Party (collectively, "Confidential Information") to any third party, nor use the Confidential Information for any purpose other than performance of its obligations under this Agreement, without the prior consent of the other Party.

Miscellaneous: This Agreement represents the entire agreement between Buyer and Seller with respect to the goods sold and supersedes all other terms in any purchase order, acknowledgment or other writing relating to the subject matter of this Agreement. The invalidity of any provision or portion of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall remain in full force and effect except for such invalid provision. You hereby represent and warrant that you have full authority to enter into this Agreement on behalf of their respective parties. Buyer acknowledges that it has had the opportunity to review these terms. By continuing, Buyer agrees to these terms and conditions. Any amendment, change, alteration or modification of this Agreement may be effective only by a subsequent writing signed by an authorized representative of Seller and Buyer.

Terms & Conditions of Sale

Over Run: On all orders, an under or over run of 10% of the quantity ordered will be considered as fulfillment of the order. Seller reserves the right to bill as finished goods any inventory within the 10% overrun of the quantity ordered which remains in Seller's inventory more than 90 days after initial product release date.

Price: Unless otherwise agreed upon and expressly stated as incorporated, in writing, into the final terms of the agreement between Buyer and Seller, Seller's price shall be the price in effect at the time of shipment. All prices exclude testing and inspection fees, sales, use, license excise, and other taxes in regard to manufacture, sale or delivery, export or import duties, all of which shall be paid by Buyer unless a proper exemption certificate is furnished to Seller. All prices are subject to adjustment necessitated by Seller's compliance with any government action.

Warranty: Seller warrants that goods sold by it shall be free from defects in workmanship and materials only. However, in no event shall Seller incur any liability, and Buyer hereby fully releases Seller from any and all liability, where the goods are not packed stored and distributed in accordance with good business practices, or where the alleged damage results from rust or outside corrosion occurring after receipt of goods by Buyer or from improper capping, closing, crimping filling and gassing operations by the Buyer, or from the use of parts other than those supplied by Seller. Seller makes no representation of compliance with the regulations or standards issued by any government agency or of any other safety and health statutes regulations or ordinances which may be applicable to those goods except as otherwise specifically agreed to by Buyer and Seller in writing.

Indemnification: Buyer agrees to indemnify Seller against all claims arising out of or resulting from all operations or use of any of the Seller's goods. Goods and parts made by other manufacturers are warranted only to the extent of the original manufacturer's warranty to Seller.

LIMITATION: EXCEPT FOR THE ABOVE WARRANTY, SELLER MAKES NO OTHER WARRANTY, WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED, IN FACTOR IN LAW AND BUYER HEREBY AGREES THAT SELLER SHALL HAVE NO OTHER OR FURTHER OBLIGATION OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THE GOODS OR THIS AGREEMENT. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS SUGGESTIVE TO THE CONTRARY, THE LIABILITY OF SELLER UNDER ANY LEGAL OR EQUITABLE THEORY OF INDEMNITY OR DAMAGES RELATING TO ANY BREACH OF WARRANTY, ANY DEFECTIVE PRODUCT, OR USE OF ANY DEFECTIVE PRODUCT, SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY BUYER FOR SUCH PRODUCT. BUYER HEREBY AGREES THAT SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANYONE FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR EXPENSES ARISING OUT OF THIS AGREEMENT OF ANY CAUSE OF ACTION RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Non-conforming Goods: If any goods are claimed to be defective or non-conforming (hereinafter "defective goods"), such defective goods shall not affect the remaining goods. Buyer shall give written notice to the Seller of any such claimed defective goods, describing the same and stating the time of discovery thereof. After receipt of such notice, if the Seller shall determine that the claim is justified, Seller shall have the privilege of replacing such defective goods at Buyer's premises (transportation to be paid by Seller), but if Seller shall not, within 15 days after receipt of written notice of any claimed defects, replace such defective goods, Buyer's sole and exclusive remedy shall be to return such defective goods with Seller's approval and at Seller's expense and the Seller shall refund the purchase price and the above transportation cost to Buyer. The reasonable period of time within which notice shall be given to the Seller of any such defective goods is stipulated to be 30 days after delivery thereof to the Buyer.

Modification / Delay: Seller reserves the right to change or modify the design and construction of any of its goods, or to substitute material equal or superior to that originally specified. Description of product specifications as stated herein may be only approximate and are therefore subject to revision by Seller in its sole discretion. In case of any delay caused by the Buyer's failure to furnish information to be supplied by the Buyer, Seller may extend the date for shipment for a reasonable time, based on the period of Buyer's delay and conditions at Seller's plant. If any changes are made by the Buyer in the goods as originally ordered, the price and the time of delivery shall be adjusted accordingly. In case of delay caused by Buyer, the Seller may, at its option, invoice the goods ready for shipment and payment thereafter shall be made in accordance with the agreed terms. Any additional cost to Seller caused by such delay shall be paid for by the Buyer.

Past Due Amounts: The Seller shall be entitled to refuse to make up or ship any part of the goods sold if any obligation of the Buyer to the Seller under this or any other contract shall at that time be overdue. Seller may fix or change from time to time the terms of credit under which goods ordered shall be shipped and may decline to ship all or any part thereof until such credit terms are met. Interest is chargeable on past due accounts.

Freight: Unless otherwise specified, delivery will be F.O.B. Seller's plant, and Buyer assumes all responsibility for risk of loss, or damages to, the goods furnished hereunder upon delivery F.O.B. Seller's plant. All less than truckload shipments will be shipped COLLECT to Buyer. Where the price specified does provide for absorption by Seller of freight charges, either in whole or in part, Seller shall have the right to select the means of transportation. If Buyer requires a means of transportation other than that selected by Seller, Buyer shall pay any additional freight cost incurred by reason of using such other means. If Buyer elects to specify their own carrier, then Seller will work with the specified carrier to arrange dock pick-up and delivery times but cannot be held liable for delayed shipments based on availability or scheduling of Buyer's chosen carrier. Delivery dates are approximate and subject to confirmation by Seller. Delay in delivery by Seller for any installment shall not relieve Buyer of its obligation to accept remaining installment deliveries. Claims for shortages or other errors in delivery must be made in writing to Seller within 30 days after Buyer's receipt of shipment, and failure to give such written notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Force Majeure: Seller shall not be responsible for excusable delays or for a failure to perform hereunder for reasons of force majeure, nor shall Buyer refuse to accept delivery because of any such delays. "Excusable delays" and reasons of force majeure include, without limitation, acts of God, acts of a public enemy, acts of the governments of any state or political subdivision or any department or regulatory agency thereof or entity created thereby, embargoes or transportation delays, acts of any person engaged in subversive activity or sabotage, acts of Buyer, epidemics or quarantine restrictions, disease, unusually severe weather, tornadoes, typhoons, hurricanes, floods, earthquakes, fires, strikes, labor disputes, shortages of labor, inability to secure fuel, raw materials, supplies, transportation, or power at current prices or on account of shortages thereof, or other similar or dissimilar causes beyond the reasonable control of Seller. In the event of such delays, the date of delivery shall be extended for a period equal to the time lost by reason of such delays. In the event Seller's inability, for any reason, to supply the total demands for the goods to be furnished hereunder, Seller may allocate the available supply of such goods among any or all of its customers or buyers on such basis as Seller may deem fair and practical without any liability for any failure of performance which may result therefrom.

CLAIMS DEADLINE: BUYER HEREBY AGREES NO COURT ACTION ARISING OUT OF THE SALE OR USE OF ANY OF THE GOODS (INCLUDING, BUT NOT LIMITED TO, THE WARRANTY HEREIN CONTAINED) SHALL BE BROUGHT MORE THAN 365 DAYS AFTER DELIVERY OF THE GOODS TO THE BUYER.

Governing Law. In the event that either party has to take legal action to enforce its rights or protect itself under this Agreement, the non-prevailing party shall be responsible for payment of the costs of such action incurred by the prevailing party, including without limitation attorney's fees. This Agreement shall be governed by the law of the State of Illinois.