

The following terms and conditions (along with any specifications, designs, or other terms and conditions expressly incorporated herein by mutual agreement of the Buyer and Seller) shall govern and control and be incorporated by reference and become a part of any order for or sale of goods and shall constitute the sole and entire agreement among the parties.

1. ACCEPTANCE.

All orders are subject to acceptance by Seller at its Issuing Plant Office. Written acknowledgment by Seller of any order shall be considered correct and shall be deemed so accepted unless Buyer immediately advises the Issuing Plant Office, or the Seller advises the Buyer to the contrary within 15 days. Buyer acknowledges that not all orders will receive written acknowledgment and that acceptance may be made solely by Seller's commencement of performance hereunder. Prices and delivery are f.o.b. Issuing Plant Office.

2. RISK OF LOSS.

Title and risk of loss shall pass to Buyer on delivery to carrier. Quantity specified in Buyer's shipping instructions is subject to variation of five percent (5%), and within this limitation Buyer shall accept and pay for quantity actually shipped at the unit price specified in the applicable order. Seller represents that with respect to the production of goods covered by this order, it has fully complied with the requirements of the Fair Labor Standards Act of 1938 as amended, and to the best of its knowledge and belief the prices stated herein are not in excess of ceilings fixed by applicable laws or regulations.

3. BUYER'S FINANCIAL RESPONSIBILITY.

If at any time, in Seller's sole judgment, reasonable doubt exists as to Buyer's financial responsibility to make payments when due, or if Buyer is past due in payment of any amount owing to Seller, Seller reserves the right, without liability and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship or stop any Product shipment in transit, until Seller receives payment of all amounts owing to Seller, whether or not due, and (ii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment until Seller, in its sole judgment, determines that the financial responsibility of Buyer has returned to a level where Seller no longer has reasonable doubt that Buyer will not be able to make payment.

4. FORCE MAJEURE.

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, accident, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

5. PAYMENT TERMS.

Payment terms are net thirty (30) unless otherwise authorized by an Officer of the Company. A finance charge of 1.5% per month will be added to all past due balances. This is an annual percentage rate of 18%. All claims of shortage or damage must be reported immediately upon receipt and supported by a carrier's inspection report and noted delivery receipt.

6. ALLOWANCE FOR DEFECTIVE GOODS.

Allowance shall be made by Seller for defective goods in excess of one percent (1%) but only on condition that Buyer shall assume all such loss not in excess of one percent (1%), that written claim shall be made by Buyer within thirty (30) days after receipt of shipment of the goods giving rise to such claim and that Seller shall be given an opportunity to conduct an adequate investigation, in such a way and at such a place as Seller may decide, of the facts upon which the claim for allowance is made. Seller shall not be liable for more than the contract price for the defective goods in excess of one percent (1%).

7. LIMITATION OF LIABILITY.

Seller shall not be liable for any breach of any duty or obligation arising out of or relating to this transaction, in any amount in excess of the price of goods with respect to which such breach occurs, and shall not be liable in any event for loss of contents or for any incidental, indirect, special, consequential or other damages or loss (including without limitations loss profits) whether a rising in contract or in tort, whether foreseeable or unforeseeable, arising out of the design, manufacture, sale use or repair of any goods sold hereunder. Seller shall not be liable or responsible for any damage or harm caused by Buyer's improvements or improper or negligent use of the goods.

8. INDEMNITY.

Buyer shall indemnify and hold harmless Seller with respect to all damages, losses, claims and expenses, including but not limited to consequential and incidental damages and attorney fees, that Seller incurs as a result of Buyer's breach of any of Buyer's obligations under these Standard Terms of Sale or any claimed unfair competition or patent, trademark or copyright infringement or any other claim resulting from Seller's manufacture of the goods, or performance of the services, to Buyer's specifications.

9. TAXES.

If any tax is now or shall hereafter be imposed or increased by any federal, state or municipal authority upon the manufacture, sale, transportation or delivery of any goods covered hereby which tax or increase Seller shall be required to collect to pay, the price to be paid by Buyer shall be increased by the amount of any such tax or the increase thereof.

10. SHIPPING INSTRUCTIONS.

Shipping instructions shall be given by the Buyer as far as possible in advance of desired delivery date. Seller shall make shipments as early as feasible in accordance with Buyer's shipping instructions as shipping facilities and Seller's scheduling and facilities of manufacture permit. Seller reserves the right (a) to invoice Buyer for, and/or to ship, any products covered by this contract at any time on or after date of manufacture or Buyer's initial requested shipping date as shown on the face of this contract, whichever is the later, (b) to transfer to its general stock any products covered by this contract for which Seller shall have been given no instructions for shipment to be made within one (1) month following date of manufacture or Buyer's initial requested shipping date as shown on the face of this contract, whichever is the later, or (c) to resell for any prices and on any terms Seller may choose, or to scrap any products covered by this contract for which Buyer shall not have requested that shipment be made within sixty (60) days following Buyer's initial requested shipping date or date of manufacture, whichever date shall last occur and to invoice Buyer for such products according to Seller's then current price list less net proceeds from any resale or any net scrap value. Buyer agrees to pay promptly any invoice received from Seller hereunder. In addition, Buyer shall be subject to storage charges at the rate hereinafter provided for such products covered by this contract which remain on hand following expiration of storage free time. Storage free time shall expire one month from the date of Buyer's initial requested shipping date as shown on the face of such order or date of manufacture, whichever is the later. Such charges shall be imposed at the rate of 4% of the gross price of such products for each of the first three month periods after the expiration of storage free time during which or any part of which, any of such products shall remain on hand. Thereafter such charges shall be imposed at the rate of 6% of the gross price of such products for each one month period which, or any part of which, any of such products shall remain on hand.

11. NON-INFRINGEMENT.

Seller warrants freedom from patent infringement only with respect to those goods comprising its regularly established line of products. Buyer warrants that Buyer's design or specifications incorporated in the product to be supplied by Seller does not constitute infringement of any patent, and assumes, and shall hold Seller harmless from, any patent liability for goods manufactured to Buyer's design or specification or specially designed by Seller to meet Buyer's requirement.

12. ACCRUAL.

Any action against Seller arising out of this transaction shall be commenced within one year after the cause of action has accrued; otherwise the same shall be barred.

13. TERMINATION.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. In the event of any breach of any provision hereof by Buyer, Seller at its option, without prejudice to any other remedy which Seller may have made (a) without affecting in any way the obligation of either party in respect of undelivered goods, regard each shipment as a separate and independent sale on the terms and conditions applicable hereunder, or (b) terminate its obligation hereunder with regard to undelivered goods, hereunder, and declare the obligations of Buyer for all goods delivered due forthwith, by Buyer shall remain liable to Seller for all loss and damage sustained by reason of any such breach. Seller's right to require performance of Buyer's duties hereunder shall not be affected in any way by any previous waiver, forbearance of course of dealing. **WARNING: PLASTIC CONTAINERS ARE NOT SUITABLE FOR ALL PRODUCTS.** Upon written request, Seller will perform reasonable and customary laboratory tests to assist Buyer in determining product – container suitability. Seller cannot know and control characteristics of Buyers' products or changes therein and makes no warranty that containers furnished thereunder are suitable for such characteristics or particular purpose, or are in compliance with any applicable laws, regulations, or standards.

15. WARRANTY.

EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO BUYER OR RELIED ON BY BUYER WITH RESPECT TO THE QUALITY, FUNCTION, OR WORKMANSHIP OF THE GOODS HEREIN SOLD, AND THERE ARE NO OTHER TERMS AND CONDITIONS WITH RESPECT TO THIS TRANSACTION, TO THE SALE CONTEMPLATED HEREIN OR THE GOODS SOLD. BUYER EXPRESSLY ASSUMES ALL RESPONSIBILITY FOR THE ADEQUACY AND FITNESS OF THE GOOD FOR ANY PARTICULAR PURPOSE.

16. APPLICABLE LAW.

The rights and obligations of Buyer and Seller arising out of this transaction shall be governed by the laws of the State of New Jersey. Either party may bring any action that arises out of or relates to this agreement in any federal or state court in the State of New Jersey, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

17. ENTIRE AGREEMENT/AMENDMENT.

The terms on Seller's acknowledgment and these standard terms and condition shall contain the entire agreement between the parties. Any conditions herein specified shall not be modified, altered, or rescinded except by a writing signed by a duty authorized representative of Buyer and Seller, respectively.