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All orders are subject to the terms appearing heron, including but not limited to the warranty information in paragraph 8 and purchaser agrees to be bound thereby. No modifications or additions thereto shall be binding upon **UNITED SOFT PLASTICS, INC.**, its subsidiaries or parents (hereafter referred to as "**UNITED SOFT PLASTICS**") unless expressly consented to in writing.

1. Prices are subject to change without notice. Prices prevailing at time of shipment will apply.
2. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Purchaser and all risk of loss or damage in transit shall be borne by Purchaser.
3. **UNITED SOFT PLASTICS** reserves the right to make delivery in installments. All such installments may be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligation to accept remaining deliveries
4. **UNITED SOFT PLASTICS** reserves the right at any time to revoke any credit extended to Purchaser's failure to pay for any goods when due for any other reason deemed good and sufficient by **UNITED SOFT PLASTICS**.
5. **UNITED SOFT PLASTICS** does not accept any responsibility for loss or damage caused by common carrier. If there exists any evidence of damage to materials or packaging material, or of loss, the receipt to carrier should so state, and claim should be made against the carrier without delay.
6. Orders shall not be cancelable by the Purchaser for delays in delivery or other cause until ten days after written notice of such intention shall have been actually received by **UNITED SOFT PLASTICS**, and Purchasers shall be obligated to accept any portions of the goods shipped or delivered by **UNITED SOFT PLASTICS** during such period. Orders for custom made material may not be cancelled unless **UNITED SOFT PLASTICS** agrees in writing.
7. We hereby certify that these goods were produced in compliance with all applicable requirements of section 6,7 and 12 of the Fair Labor Standards Act as amended and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

### **8. IMPORTANT WARRANTY INFORMATION:**

**UNITED SOFT PLASTICS** warrants that all goods manufactured and delivered by **UNITED SOFT PLASTICS** will be of the kind and quality described on order confirmation or invoice. Should any failure to conform to this warranty appear, Purchaser must make a claim in writing to seller within ten (10) days from date Purchaser received its allegedly defective shipment.

Any such claim shall be deemed waived unless Purchaser's written claim is delivered to **UNITED SOFT PLASTICS** within ten days after receipt of goods by Purchaser. **UNITED SOFT PLASTICS**, upon timely notification and substantiation that the goods have been stored and maintained in accordance with **UNITED SOFT PLASTICS**'s recommendations and standard industry practice, will correct non-conformities at its options, either by repairing any defect or by supplying replacement goods F.O.B. In no event shall **UNITED SOFT PLASTICS** be liable in contract or in tort for any special, indirect, incidental or consequential damages, such as but not limited to Purchaser's loss of profits, revenue, good will, or claims of customers of purchaser for any loss. The remedies of the Purchaser set forth herein are exclusive, and the liability of **UNITED SOFT PLASTICS** with respect to any contract, or anything done in connection therewith such as the performance of breach thereof, or from the manufacture, sale, delivery, resale, technical direction, repair or replacement of any goods whether in contract, in tort, or otherwise shall not exceed the price of the defective goods repaired or replaced. The sole purpose of the stipulated remedy shall be to provide Purchaser with free repair or replacement of defective goods, latent or otherwise in the manner provided herein.

This exclusive remedy shall not be deemed to have failed of its essential purpose so long as is willing and able to repair or replace defective goods in the manner prescribed.

**THE FORGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.**

**9. THE REMEDIES PROVIDED ABOVE IN PARAGRAPH 8 SHALL BE THE SOLE REMEDIES OF THE PURCHASER AND PURCHASER'S CUSTOMERS WETHER CLAIMS BY THE PURCHASER OR PURCHASER'S CUSTOMERS ARE BASED IN CONTRACT OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY)**



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10. Any controversy or claim arising but of relating to orders or the breach thereof shall be governed and construed in accordance with the llaws of the State of Georgia, and the State of Georgia shall be the exclusive forum for purposes of jurisdiction over any such controversy or claim.

11. **UNITED SOFT PLASTICS** reserves the right to cancel or renegotiate price, if merchandise is not invoiced and paid for within 360 days of order date.

12. Purchaser agrees to make all payments promptly when due. Purchaser further agrees to pay 1.82% per month service charge on all unpaid invoices past due together with all costs incidental to collection including reasonable attorneys fees.

13. In the event of Purchaser's cancellation of the order without fault on the part of **UNITED SOFT PLASTICS** Purchaser agrees to pay a cancellation charge of 25%.

14. Purchaser understands and agrees that custom made material may not be returned. No material may be returned without written authorization by **UNITED SOFT PLASTICS** and Purchaser further understands and agrees that all authorized returns may be subject to minimum restocking charge of 25%.

15. **UNITED SOFT PLASTICS** shall not be liable for any delays, due to fires, strikes, disputes with workmen, war, civil commotion, epidemic, floods, accidents, delays in transportation. Delays in procuring materials, breakdown of equipment, shortage of vehicles, shortage of fuel or other material, shortage of labor, acts demands or requirements of the Government of the United States, or any other State of Government, or to any other causes beyond the reasonable control of **UNITED SOFT PLASTICS**, or **UNITED SOFT PLASTICS**s supplier notwithstanding such causes of delay shall justify the suspension of manufacture and shall extend the time of performance on the part of **UNITED SOFT PLASTICS** to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the cause of delay have been removed, and the manufacture of delivery of the goods is still prevented or hindered at the end of a reasonable period, **UNITED SOFT PLASTICS** may terminate any deliveries not made by giving notice to the Purchaser and **UNITED SOFT PLASTICS** shall have no liability whatsoever to the Purchaser in connection with any such deliveries not made.

16. **UNITED SOFT PLASTICS** will make every effort to ship exact quantities required, but reserves the right to overship or undership by 10%.

17. Terms of payment are described on each individual invoice issued. **UNITED SOFT PLASTICS** will accept payments by check, cash and wire transfers to any of **UNITED SOFT PLASTICS**'s bank accounts.

18. **SOLE TERMS**: All orders are expressly conditioned upon Purchaser's acceptance to forgoing terms. Purchaser is herby put on notice that no terms additional to or deviating from the forgoing terms shall become part of any order unless and until telex or letter acceptance of such additional or deviating terms, signed by an officer of **UNITED SOFT PLASTICS**, has been issued to purchaser. Purchaser's acceptance of any goods supplied by or on behalf of **UNITED SOFT PLASTICS** shall without limitation, constitute acceptance of **UNITED SOFT PLASTICS**'s forgoing terms. If Purchaser retain possession of the goods for a period of ten (10) days or longer after the receipt of their shipment or makes use of the goods at any time after their receipt, Purchaser shall be deemed to have expressly assented to **UNITED SOFT PLASTICS**'s forgoing terms without condition or qualification, and in so doing Purchaser shall have confirmed its express intention to waive any conditions or qualifications on Purchaser's acceptance of **UNITED SOFT PLASTICS**'s offer.

19. The forgoing terms represent and constitute the entire agreement between the parties. Any provisions of the Agreement which is found to be unenforceable shall be ineffective of the extent of such unenforceability without invalidating the remaining provisions hereof. Seller's failure at any time to require strict performance of any of the provisions hereof shall not waive or diminish its right thereafter to demand strict compliance therewith or any other provisions.