

Packaging Partners, Ltd.
TERMS AND CONDITIONS OF SALE

1. **Acceptance of these Terms and Conditions:** Packaging Partners, Ltd.'s ("Seller") agreement to provide materials or goods hereunder is expressly conditioned upon Buyer's unqualified acceptance of this agreement, and Buyer's acceptance of this agreement is expressly limited to, and the rights of the parties shall be governed by, the exact terms and conditions specified herein. Shipment or delivery of materials pursuant to this agreement or the acceptance, use, or retention of any materials by Buyer shall constitute an unqualified acceptance by Buyer of this agreement. Any attempt by Buyer to vary, in any degree, the exact terms and conditions set forth herein through the use of any acceptance, acknowledgment, confirmation or other communication of any kind containing additional, inconsistent, or different terms and conditions is hereby expressly objected to and rejected by Seller. Seller's provision of materials or goods pursuant to the terms set forth herein shall not be deemed to be an acceptance of any additional, inconsistent, or different terms proposed by Buyer. Should this agreement be deemed an acceptance of a prior offer, quotation or proposal by Buyer, such acceptance is limited to the express terms and conditions set forth herein.
2. **Payment Terms:** The amount due as shown on this invoice shall be due and payable on the terms, if any, set forth on the face of this invoice, upon Buyer's receipt of the goods described herein or upon the date of this invoice, whichever is later. If such amount is not paid in accordance with such terms (or if no terms are specified, when it otherwise becomes due and payable), the overdue payment will bear interest from date of shipment at the highest legal rate. Seller reserves the right to withhold shipments if any payment is past due. If, in Seller's opinion, the financial condition of the Buyer at any time does not justify continuance of shipment on the terms of payment specified, Seller may require full or partial payment in advance. All payments shall be in U.S. Dollars unless otherwise specified by Seller. Unless there are no amounts owed by Buyer to Seller (hereunder or otherwise), Seller shall retain a first priority security interest in the goods delivered hereunder and Buyer agrees to execute and deliver such documents as Seller may request in order to perfect such security interest. Buyer shall not be entitled to make any offset or deduction from any Seller invoice for any reason whatsoever.
3. **Shipment:** Unless otherwise stated, all prices are F.O.B. Seller's warehouse, and risk of loss and responsibility for all materials sold hereunder shall pass to Buyer upon Seller's deliver to carrier. Unless Buyer and Seller otherwise agree, method and route of shipment are at Seller's discretion, and identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
4. **Claims:** This invoice shall be presumed correct unless the Buyer notifies Seller of any alleged error or deficiency within fourteen (14) days of receipt. Any suit by Buyer arising from this invoice or sale of the goods evidenced hereby shall be commenced within thirty (30) days of Buyer's receipt of the goods or shall forever be deemed waived and time barred, and Buyer expressly waives any otherwise applicable statute of limitations relating to any cause of action under this agreement or related to the goods.
5. **Seller's Warranties and Disclaimer of Warranties:** Unless otherwise expressly set forth on the face of this invoice, Seller warrants only that the goods described in this invoice meet its standard tolerances and specifications and are free from material defects. This warranty will survive for a period of thirty (30) days after the delivery date of the goods. THE WARRANTIES SET FORTH ABOVE IN THIS SECTION ARE SELLER'S SOLE WARRANTIES WITH RESPECT TO THE GOODS, AND SELLER MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. In addition, Seller makes no warranties with respect to, and Buyer assumes full responsibility for, all handling of the goods after delivery, all quality control and testing of the goods, and all determination of suitability of the goods for their intended application or use. Seller makes no warranty, express or implied, with respect to any possible infringement of any third party's intellectual property rights. Seller's warranties concerning the goods shall be null and void upon any alteration of the goods by the Buyer.
6. **Remedies and Limitation of Liability:** SELLER'S TOTAL LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR CAUSE OF ACTION ASSOCIATED WITH THIS AGREEMENT OR THE GOODS (WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY) IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING GOODS OR PAYMENT TO BUYER OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE SPECIFIC GOODS FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES. SUCH EXCLUDED INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE AND OTHER DAMAGES INCLUDE LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF USE, OR ANY OTHER INDIRECT DAMAGE OR LOSS OF ANY KIND OR CHARACTER WHATSOEVER TO BUYER, ITS CUSTOMERS, OR OTHER PERSONS OR ENTITIES. ANY ATTEMPT TO REMEDY OR CORRECT A CLAIMED DEFECT IN THE GOODS BY PERSONS OR ENTITIES NOT AUTHORIZED BY SELLER TO PERFORM SUCH CORRECTIVE WORK OR ANY CONTINUED USE OF SUCH GOODS SHALL VOID THE WARRANTY SET FORTH IN SECTION 5 HEREOF AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS "AS IS" WITH NO FURTHER OBLIGATION OF SELLER TO BUYER. IF REQUESTED BY SELLER, BUYER SHALL RETURN THE NONCONFORMING GOODS TO SELLER STRICTLY IN ACCORDANCE WITH SELLER'S WRITTEN INSTRUCTIONS CONCERNING SHIPPING, HANDLING, INSURANCE, AND OTHER MATTERS AS TO WHICH SELLER ISSUES INSTRUCTIONS. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL INVALIDATE ANY CLAIM BY BUYER FOR BREACH OF WARRANTY.
7. **Indemnification:** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ON ACCOUNT OF ANY DAMAGE TO PROPERTY OF INJURY OR DEATH OF PERSONS (INCLUDING BUYER'S EMPLOYEES) ARISING OUT OF BUYER'S UNLOADING, STORAGE, HANDLING, USE, TREATMENT, OR DISPOSAL OF THE GOODS, EXCEPT FOR ANY PORTION OF DAMAGES ATTRIBUTABLE TO SELLER'S GROSS NEGLIGENCE. THIS INDEMNITY OBLIGATION OF BUYER SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.
8. **Cancellation:** An order once placed with and accepted by Seller can be canceled only with Seller's consent and upon terms that will indemnify Seller against any loss. Buyer will take delivery of and make payment for materials and goods completed and in process (including raw materials that cannot be canceled or returned) on the date notice of cancellation is received by the Seller.
9. **Returned Material:** In no case are goods to be returned without first obtaining Seller's permission. Only unused materials or goods, as currently manufactured and that were invoiced to the Buyer within thirty days, will be considered for return. No partial or open cases may be returned for credit. Materials and goods accepted for credit may be subject to a service charge, plus all transportation charges. Custom print or special order items are not subject to return for credit. All materials and goods must be securely packed to reach Seller without damage.
10. **Particular Transactions:** If the transaction evidenced by this invoice has been agreed upon between Seller and Buyer and is to be priced at cost plus an agreed upon percentage, the cost used to compute the price shown on this invoice and agreed to by Buyer is cost unadjusted for any advertising or promotional allowances, discounts, and any other vendor concessions.
11. **Freight:** Freight charges added to the Invoice may include an amount greater than the freight charges paid to the carrier for handling and administrative expenses, and are not subject to discounts.
12. **Taxes:** The amount of the present or future sales, revenue, excise, or other taxes applicable to the goods listed in this invoice shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities of any relevant jurisdiction.
13. **Default:** Buyer shall be in default of its obligations under this agreement if any of the following occur: (i) Buyer fails to pay Seller as agreed; (ii) Buyer becomes insolvent or any proceeding in bankruptcy or receivership is commenced; (iii) a termination or liquidation of Buyer's business occurs; or (iv) Buyer is in breach of any terms or conditions set forth herein. In the event of any default by the Buyer, Seller shall have the right to stop performance, terminate this agreement, or seek any other remedy available to Seller in law or equity.
14. **Attorneys' Fee:** In the case of a default or other breach of this agreement, Seller may recover legal fees and any additional costs and expenses incurred in enforcing payment or other terms hereof. The laws of the State of Wisconsin shall govern this agreement. Buyer unconditionally and irrevocably accepts and submits to the jurisdiction of the United States District Court in Milwaukee, Wisconsin, for and with respect to any legal action, suit or proceeding arising out of or in connection with the goods or this agreement. To the extent permitted by law, Buyer agrees to reimburse Seller for all reasonable attorneys' fees incurred in connection with enforcing any of Seller's rights under this agreement, including, without limitation, any reasonable attorneys' fees incurred by Seller in any bankruptcy proceeding involving Buyer.
15. **Delay in Performance:** Seller shall not be liable for any damages or penalties as result of any delay in Seller's performance when such delay is due to force majeure, the elements, acts of God, delay in transit, delay in delivery by any vendor of Seller or any other cause beyond the reasonable control of the Seller. Seller may allocate its available supply of goods among its customers, itself, and its affiliates on such basis as Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of goods contemplated hereby. Unless otherwise specified herein, Seller will not be liable for any damages for failure to deliver within the requested time, but will use its best efforts to make the delivery within such time.
16. **Miscellaneous:** If any part of the invoice or these Terms and Conditions shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. The failure of Seller to insist in any instance, upon the performance of any of these Terms and Conditions, or to exercise any right hereunder, shall not be construed as a waiver of any of the other Terms and Conditions or the right to enforce the future performance or the future exercise of any other rights herein. These Terms and Conditions and the invoice shall constitute the entire agreement between Seller and Buyer, superseding all prior oral or written communications and negotiations with respect to the subject matter hereof. This agreement cannot be amended or modified (including by prior course of dealing or trade usage) unless in writing and signed by both Buyer and Seller.