

STANDARD TERMS AND CONDITIONS OF SALE

1. GOVERNING TERMS: These Standard Terms and Conditions (“**Standard Terms**”) shall apply to the sales of products made by Remcon Plastics Incorporated (“**Seller**”) to any customer (“**Buyer**”) who orders products from Seller whether by web, phone, fax, email or any other method and sets forth the terms applicable to Buyer’s purchase of such products from Seller. Upon Buyer’s placing an order to purchase products from Seller and Seller’s acceptance of such purchase order (“**Purchase Order**”) a contract consisting of the terms and conditions set forth in the Purchase Order and these Standard Terms shall become binding upon the Seller and Buyer. The Purchase Order and these Standard Terms shall exclusively define the contractual rights and obligations of the Seller and Buyer in regard to the sale of products by Seller to Buyer. Neither an objection by Buyer, whether verbal or in writing, nor commencement of performance by either party shall be deemed to amend these Standard Terms which may not be modified except in a writing, executed by an officer of Seller.

2. PRICES, PERMITS AND TAXES: Prices in the Purchase Order shall supersede those contained in any price list or other marketing material published by the Seller or its representatives or suppliers which are subject to change without notice. Seller reserves the right to apply prices in effect at order placement. All prices are exclusive of any and all taxes, duties or government fees. Buyer shall obtain any labor or work permits required. If exemption from any tax, duty, fee or permit is claimed, Buyer shall promptly furnish Seller with proof of exemption satisfactory to Seller and the governing authority, and shall indemnify Seller against any cost or expense, including attorneys' fees, incurred as a result thereof.

3. SHIPMENT: Shipments shall be FOB Seller’s plant and Buyer assumes all risk of loss or damage to products in transit after they leave Seller’s plant. Seller reserves the right to ship all products upon completion by the common or contract carrier of its choice unless specified in the Purchase Order. Seller shall not be responsible for the accuracy of shipping weights, which are correct only within the limits necessary for estimating freight.

4. TIME FOR DELIVERY: All shipping and delivery dates or schedules stated by Seller in the Purchase Order or elsewhere are approximate projections only. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ANY DELAY IN DELIVERY. The cost of acceleration required or requested to meet delivery dates due to delay caused by Buyer or others shall be borne by Buyer.

5. SELLER INSPECTION AND TESTS: Seller’s standard inspection and test procedures will be performed on its products before delivery. Buyer shall pay Seller additional charges, as determined by Seller in its sole discretion, for additional inspections or tests which Buyer requires Seller to perform, including any test or inspection required to be performed in the presence of a representative of Buyer. In the event of any delay on Buyer’s part in attending any test or inspection, after three (3) days advance notice by Seller of the scheduled time of test or inspection, it shall proceed in Buyer’s absence and be deemed to have been in Buyer’s presence. Under no circumstances shall Seller be liable for payment of charges for Buyer’s representative due to any delay, repetition or cancellation of testing or inspection regardless of cause.

6. BUYER INSPECTION AND ACCEPTANCE: Prior to Buyer’s use or installation of any products and in any event no later than ten (10) days after tender of delivery to or receipt by Buyer of any shipment, Buyer shall notify Seller in writing if the products are non-conforming, defective or short in any respect. If Buyer fails to so notify Seller in a timely manner, Buyer shall be deemed to have waived any right of rejection or claim of shortage. Seller reserves the right of re-inspection at delivery point or to require return shipment with freight pre-paid by Buyer pending investigation of any claim. Non-conformities or defects which do not impair satisfactory functionality shall not be cause for rejection. NO PRODUCTS, PARTS, OR COMPONENTS MAY BE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM SELLER.

7. PAYMENT TERMS: If a deposit is stated on the Purchase Order, it shall be payable by Buyer via wire transfer upon acceptance of the Purchase Order by Seller and until Seller’s receipt of the deposit the Purchase Order shall be voidable by Seller. Unless the Purchase Order states credit terms to be extended to Buyer, payment in full of the balance shall be made on the date when the goods leave Seller’s plant. Title to the goods shall pass to Buyer upon the date when the shipment leaves Seller’s plant. Buyer’s obligation to pay the balance of the purchase price must be secured by Buyer’s provision of an irrevocable standby Letter of Credit in form and substance satisfactory to Seller. Overdue payments shall bear interest at the lesser of 1.5% per month or the maximum permitted by law. BUYER WAIVES ANY RIGHT OF SET-OFF AND SHALL MAKE NO DEDUCTIONS FROM PAYMENTS DUE TO SELLER FOR ANY DAMAGES OF ANY TYPE CLAIMED BY BUYER AGAINST SELLER. Any credit extended to Buyer will be determined by Seller in its sole discretion. If, in Seller’s judgment, Buyer’s financial condition is or becomes impaired or unsatisfactory or if Buyer has failed or fails to perform under any contract, Seller shall have the right to demand, and Buyer shall provide, advance cash payment or security satisfactory to Seller and Seller may withhold shipment until receipt thereof.

8. CHANGES: Seller reserves the right to make any change in material or its designs which is minor or an improvement, but bears no obligation to do so. Any design, specification, or other change requested by Buyer shall be made only as agreed to in writing by Seller.

9. WARRANTY: Seller’s warranty on products sold to Buyer shall be as stated in the applicable warranty for the product purchased by Buyer as published by Seller on its website on the date when the Purchase Order for such product is accepted by Seller. Seller’s warranties are subject to change without notice but any such changes shall apply only with respect to products described in a Purchase Order accepted by Seller after publication of the change on Seller’s website. To make a warranty claim Buyer should call 1-800-360-3636 Monday–Friday, 8:00 am to 5:00 pm Eastern Time and receive a required return authorization number.

10. REMEDY: Buyer’s exclusive remedy and Seller’s sole obligations under Seller’s warranties shall be limited to repair or replacement by Seller of the product, components or parts proving defective or damaged, or receipt of credit in lieu of repair or replacement issued at Seller’s sole option. Seller shall not be responsible for the cost of removal or reinstallation of products for inspection, replacement or repair. Seller’s liability under its warranties shall under no circumstances exceed the purchase price of the product or that portion of the price allocable to defective or damaged parts or components. The warranty period applicable to each of Seller’s specific products is set forth in the description of such product on the Seller’s website. All warranty periods commence upon arrival in the port of destination. Failure of Buyer to submit any warranty claim within the applicable warranty period shall constitute an acknowledgement that the products sold are in every respect as warranted provided, however, if shipment is deferred at Buyer’s request, the warranty period shall commence upon the completion of manufacture.

11. WARRANTY LIMITATIONS: Materials exposed to unspecified or unexpected chemical or reactive processes are not warranted against corrosion or deterioration. Seller assumes no responsibility for the suitability, accuracy or reliability of materials, components, design conditions, specifications, data or other items supplied, selected or furnished by Buyer. Seller’s warranties shall not apply to products of Seller which have been: repaired or altered by other than authorized representatives of Seller; subject to misuse, negligence or accident; or exposed to vibration, or misalignment as installed by Buyer or others. New parts or components made by others are warranted only to the extent of the warranty, if any, made to Seller by the manufacturer or supplier of such parts or components and Seller shall, if and to the extent it is assignable, assign such warranty to Buyer.

Seller reserves the right to refer Buyer to the manufacturer or supplier of parts or components as Buyer’s exclusive remedy if such parts or components prove defective. Re-used or re-tooled parts or components are not warranted.

THE WARRANTY DESCRIBED ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

12. FIELD SERVICE: **A.** Unless otherwise agreed in writing, Seller shall provide technical advice and assistance only. Buyer shall furnish all supervision, labor, materials, tools or utilities required for all on-site work associated with the products, including, without limitation, assembly, installation and construction. Seller shall have no responsibility for the adequacy or performance of the work. Persons not directly employed by Seller shall not be deemed its employees or agents for any purpose. **B.** Should Buyer use or request an employee of Seller to act as leadman, foreman or supervisor, they shall become Buyer’s employee for whom Buyer shall be fully liable. **C.** Work performed by Buyer on the products will be performed in a good and workmanlike manner.

13. BUYER INDEMNIFICATION: Buyer shall indemnify and hold Seller, and Seller’s subsidiaries, affiliates, officers, directors and employees harmless from and against any and all claims, actions, damages, losses, costs and expenses, including reasonable attorneys’ fees or expenses (collectively “**Losses**”), arising directly or indirectly from, as a result of, or in connection with (a) any breach by Buyer of the terms and conditions set forth in the Purchase Order or the Standard Terms, (b) any damage to products sold to Buyer after leaving Seller’s plant, (c) Buyer’s use of an employee of Seller to act as leadman, foreman or supervisor pursuant to Section 12(B) hereof and (d) any work performed by Buyer including, without limitation, Buyer’s assembly, installation, construction, repair or refurbishment of products

supplied by Seller except, in each case, to the extent that it is determined by a final judgment of a court of competent jurisdiction that such damages or claims resulted from Seller's own grossly negligent acts or omissions.

14. PROPRIETARY RIGHTS: All designs, configurations, drawings, specifications, means and methods of manufacture or fabrication, technical data or engineering information supplied to Buyer by Seller shall be and remain the sole and exclusive property of Seller, are subject to return at Seller's request, and shall not be disclosed to others or used by Buyer for purposes other than the assembly, installation, repair, refurbishment and use of the products without the written consent of Seller. Seller reserves all proprietary and intellectual property rights in any changes, modifications or improvements to products of Buyer's design or specification. Any transfer of proprietary rights of Seller must be made in writing, executed by an officer of Seller.

15. CANCELLATION: Orders for standard products may be cancelled by Buyer without charge prior to commencement by Seller of production and orders for custom designed products may be cancelled by Buyer prior to commencement of production only upon payment of Seller's costs for special order materials. After commencement of production, orders may not be cancelled or terminated by Buyer without the written consent of Seller and if Buyer thereafter cancels or terminates any order without Seller's written consent, Seller shall have the right, in addition to all other rights and remedies, to retain the deposit as liquidated damages. As a condition to its consent to the cancellation or termination of an order Seller may require Buyer to reimburse all of Seller's costs, expenses or losses, including overhead and anticipated profit. Any cancellation request by Buyer must be communicated both by phone at 1-800-360-3636 Monday–Friday, 8:00 am to 5:00 pm Eastern Time and by confirmation in writing to Seller no later than 24 hours thereafter.

16. FORCE MAJEURE: Seller shall not be liable for any loss, damage, expense, cost, product failure, cover, non-performance, delay or breach caused or occasioned by acts of God or any governmental authority, labor disputes (including lockouts), unusual weather conditions, fire, flood, accident, unavailability of materials or components or late delivery thereof, boycott, embargo, insurrection, riot, civil disturbance, war, exposure to conditions or processes not specified by Seller, or any other cause which is unavoidable or beyond Seller's reasonable control.

17. WAIVER: No waiver by Seller of any breach of these Standard Terms shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or a waiver of these Standard Terms.

18. LIMITATION OF LIABILITY: Seller's liability to Buyer on any claim or cause of action of any kind in contract, tort or otherwise, for any losses, costs, damages, expense, statutory violation, fine or penalty, loss of use, non-performance, exercise of cover or any breach or fault by Seller whatsoever, shall be limited to the purchase price paid by Buyer for the products or services, or the portion thereof allocable to the part, component or work out of which the claim arose. Under no circumstances shall Seller be liable for any special, incidental or consequential damages, including without limitation, the cost of removal or reinstallation of Seller's products.

19. DISPUTES: At the sole and exclusive election of Seller, any claim or controversy arising out of or relating to the transaction(s) between Seller and Buyer shall be settled by arbitration administered by the American Arbitration Association ("AAA") or, on international orders, by the International Chamber of Commerce Court of Arbitration, and judgment on the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The arbitrator(s) shall be entitled to award the charges of the arbitrator(s) and the AAA to the prevailing party. Exclusive venue shall be Reading, Pennsylvania for any domestic arbitration and Berks County, Pennsylvania for any court proceedings and Buyer waives any defenses or objections to venue and jurisdiction in Pennsylvania.

20. GOVERNING LAW: These Standard Terms and the transaction between Buyer and Seller shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.

21. LIMITATION PERIOD: No claim for breach of contract or warranty or in tort shall be asserted in any court or arbitration proceeding after one year from the date the cause of action accrues, except for claims by Seller to recover all or part of the purchase price or additional charges.

22. ATTORNEYS' FEES: Seller shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection with collection of all or a portion of the purchase price and/or additional charges payable by Buyer.

23. ASSIGNMENT: The Purchase Order and the Standard Terms, and the Buyer's rights and obligations thereunder, are not assignable by Buyer without the prior written consent of Seller. Seller may assign all of its rights, title and interests in, to and under the Purchase Order and the Standard Terms to any of Seller's affiliates or financing providers. Buyer hereby irrevocably consents to any such assignment.

24. NO OTHER REPRESENTATIONS: There are no understandings, agreements, representations or warranties, either written or oral, relative to the products that are not fully expressed in these Standard Terms, which supersede and cancel any previous understanding or agreement between the parties with respect to the subject matter of the Purchase Order. Any subsequent representation made by any person, including distributors, dealers, employees and representatives of Seller, which is inconsistent with or adds to these Standard Terms shall not be binding on Seller unless approved in writing by an officer of Seller.

25. NOTICES: All notices, requests, demands or other communications to or upon either party shall be deemed sufficiently given or rendered if in writing and either delivered to an officer of such party or sent by registered or certified mail or by a reputable commercial courier service guaranteeing overnight delivery addressed to such party at the address of such party as set forth on the Purchase Order, and the time of the giving of such notice or communication all be deemed to be the time when the same is delivered to the party or deposited in the mail or with the courier service as the case may be. Either party may change the address at which such notices are to be delivered by so notifying the other party in the manner set forth hereinabove.