

## 3W PLASTICS LLC

### TERMS AND CONDITIONS OF SALE

1. **Definition.** As used in this Order Confirmation, the term “goods” means the goods, merchandise, materials, equipment, supplies, products or services ordered by the Buyer.
2. **Acceptance.** Seller’s acceptance of Buyer’s order is made expressly conditional on Buyer’s assent to the terms and conditions set forth herein, notwithstanding the provisions contained in any Purchas Order, acknowledgment, acceptance, or other document of Buyer containing any inconsistent, supplemental, additional or different terms. Seller does not accept, and expressly disclaims, all terms and conditions other than those expressly set forth herein and those contained in any written sales contract signed between Buyer and Seller covering product(s) delivered hereunder. Acceptance of product(s) by Buyer shall constitute assent to these Terms and Conditions.
3. **Prices.** Prices and terms of payments are subject to change without notice and as to any shipment will be those in effect on date of shipment. If, before shipment, Seller’s costs for the product(s) have been increased directly or indirectly by reason of any domestic or foreign law, governmental decree, order or regulation, including, without limitation, the imposition of any new or additional taxes, surcharge or duty, the revaluation or devaluation of currency, or import restrictions, Seller may, at its option, terminate the transaction or, to the extent lawful, increase the selling price by the amount of such increased costs.
4. **Warranties.** SELLER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER OR ON ITS BEHALF, EXCEPT THAT THE GOODS SOLD UNDER THIS ORDER CONFIRMATION SHALL BE OF THE STANDARD QUALITY OF SELLER, BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM ITS USE OF THE GOODS, INCLUDING WHEN USED IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS, SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD.
5. **Claims.** The Buyer hereby waives any right of rejection or revocation of acceptance or any claim or defense based upon the quality of the goods specified herein unless (1) within 10 days after Buyer learns of the defect complained of, but in any event within ninety (90) days of receipt of shipment, Buyer notifies the Seller, by an email, specifying the nature of the complaint and (2) Buyer preserves the shipment or the portion thereof complained of in order to enable the Seller to substantiate the basis of Buyer’s complaint. Compliance by the Buyer with these conditions precedent shall not constitute an admission by the Seller of the merits or amount of the Buyer’s claim or defense.
6. **Credit.** Credit for goods found to be defective or subnormal shall be allowed only if returned, after specific authorization is obtained from the Seller, to address listed on the Front Page of this form, within a reasonable time period to be specified by the Seller.
7. **Seller’s Liability.** No claim of any kind whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed and in no event shall Seller be liable for loss of prospective profits or consequential damages. No charges or expenses

incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to Seller without Seller's permission.

8. Non-Waiver. The Seller's failure to exercise any right hereunder, or to insist upon strict performance of any provision of this agreement, or to take any action permitted on a breach by the Buyer, shall not be deemed a waiver thereof or of other rights, remedies, breaches or subsequent defaults by the Buyer in the performance of or compliance with any terms of this agreement.
9. Payment. The terms of payment applicable to this order are Seller's regular terms that appear on Seller's invoices to Buyer or those specifically quoted to Buyer.
10. Taxes. Buyer is responsible for the ultimate payment of all taxes including without limitation, sales and use taxes, stamp charges, licenses, duties and governmental exactions by whatever name, which may be levied or assessed on or on account of the goods sold hereunder.
11. Shipping. When terms are F.O.B. Seller's Plant, Seller's liability ceases upon delivery to the initial carrier. When terms are "delivered", Seller's liability ceases upon such delivery.
12. Cancellations. Orders may not be cancelled or modified in whole or in part, by the Buyer after acceptance by the Seller without Seller's written consent.
13. Technical Advice. It is expressly understood that any technical advice furnished by the Seller with reference to the use of its products is given gratis and the Seller assumes no obligation or liability for the advice given or the results obtained, all such advice being given and accepted at Buyer's risk.
14. Availability. In the event of inability, for any reason, to supply the total amount of goods specified herein, the Seller may allocate its available supply among any or all of its Buyers on such basis as it may deem fair and practical without liability for any failure of performance which may result there from.
15. Delay in Performance. No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of Seller including, without limitation, an act of God, storm, fire, flood, unusually severe weather, catastrophe, war, insurrection, riot, governmental action, accident, strike, lockout, labor trouble, or shortage of or inability to obtain material, equipment or transportation.
16. Entire Contract. This Order Confirmation and the Bills of Lading and invoices issued pursuant hereto contain all of the terms and conditions with respect to the sale, purchase and shipment of goods sold hereunder, and no modification or waiver shall be of any force unless such modification or waiver shall be in writing and signed by an officer of the Seller. There are no representations, understandings, warranties or agreements, oral or written, which are not included herein.