

Sales Terms & Conditions

A. Credit Terms

1. PAYMENT DUE

- a. Product Invoices - Net 30 days.
- b. Freight Invoices due upon receipt
2. F.O.B. POINT - Seller's plant and/or application warehouse.
3. DELINQUENT CHARGES - Past due accounts are subject to a SERVICE CHARGE OF 1½% per month which is equal to an annual percentage rate of 18%, commencing 30 days after invoice date.
4. CREDIT APPROVAL - Seller reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Seller and in such event to insist upon payment prior to shipment of any remaining merchandise.

B. Pricing Policies

1. MINIMUM ORDER - Stock items - \$150 per injection molded order and \$250 for structural foam orders; Non-stock items - subject to conditions at time of sale. All orders for less than minimum amounts will be subject to a \$50 handling charge.
2. QUANTITY PRICING - EACH ITEM NUMBER WILL BE PRICED SEPARATELY USING THE APPROPRIATE QUANTITY PRICE BRACKET. Combining orders for purpose of quantity pricing will not be allowed.
3. TAXES - Prices do not include Federal, State or Local Taxes.
4. PRICE CHANGES - Prices are subject to change without notice. Seller reserves the right to invoice at prices in effect at time of shipment.
5. SPECIAL QUOTES - Qualifications set forth on quote form will prevail.
6. COLORS - Prices shown are for items in their respective stock colors. There is a quantity minimum order requirement for non-stock color containers.
7. QUANTITY ALTERATION BY BUYER - The prices shown are applicable to the quantity shown. Should buyer vary the quantity or otherwise affect the number of parts to be produced and shipped, Seller reserves the right to alter the price accordingly.

C. Conditions of Sale

1. ACCEPTANCE - All orders are subject to acceptance by Seller at its home office in Milford, Ohio.
2. ROUTING - Shipments will be routed "Collect-Best Way-Truck" unless preferred routing is specified in writing.
3. LOSS OR DAMAGE IN TRANSIT - Seller's liability ceases on making delivery to the carrier at the shipping point in good condition. Carrier acts as Buyer's agent. Seller shall not be liable for non-arrival of the shipment made under this contract which may be lost in transit, nor for losses, damages or delays in transportation. Claims for loss or damage should be made directly to the transportation company immediately.
4. SPECIFICATIONS - Subject to change without notice. Weights, capacities and other specifications are for information purposes only and their accuracy is not guaranteed. Seller assumes no further liability, express or implied.

5. CANCELLATIONS - Orders are not subject to cancellation, except with Seller's consent, and upon terms and conditions that will indemnify Seller against all loss.

6. RETURN GOODS - Material shipped as ordered cannot be returned unless authorized by Seller in writing in accordance with Seller's Return of Material Policy. If return is allowed per above, merchandise must be shipped freight pre-paid, and a 25% service charge will apply. Seller must be notified within 30 days of invoice if return is required.

7. RETURN OF SPECIAL COLORS OR SPECIFICATIONS - Items made to special color and/or particular specification of Buyer are not subject to return.

8. ERRORS - Clerical and stenographic errors are subject to corrections.

9. SELLER'S DELAYS IN DELIVERY - All delivery dates are approximate dates only, estimated in good faith to the best of Seller's ability. Time shall not be deemed to be of the essence unless specifically agreed to in writing by Seller.

10. BUYER'S POSTPONEMENT - In case of Buyer's postponement of delivery date, payment shall become due in full when Seller is prepared to make the shipment.

11. BUYER PICK-UP - At some locations, Buyer pick-up of ordered products can be arranged. These arrangements must be made and confirmed at order placement time. If parts ordered are not picked up by Buyer within 5 days of notification that parts are ready, Seller reserves the right to ship product ordered via common carrier at Buyer's expense.

12. CIRCUMSTANCES BEYOND THE SELLER'S CONTROL - Seller shall not be liable for failure to deliver or for delay in delivery of all or any part of the goods ordered herein by reason of war, civil commotion, labor trouble, fire, explosion, windstorms, flood, drought, earthquakes, accident, reduced supply of raw materials, car shortage, embargo, government actions, or any cause whatsoever beyond the control of Seller, which interferes with the production, consumption or transportation of said goods or the supply of any raw material of which said goods are a product.

13. USE AND SAFETY - There are no representations or warranties by Seller that the goods sold hereunder comply with the requirements of federal, state and local laws and industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer so as to protect the operator and others from harm, and to comply with all federal, state and local government laws, rules and regulations relating to safety standards and all industry safety standards.

14. TITLE AND LIEN RIGHTS - The goods shall remain personal property regardless of how they are affixed to Buyer's real property and Seller reserves a purchase money security interest in the goods until the purchase price has been fully paid. Buyer agrees to execute any documents requested by Seller which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller shall have the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio. All tooling, dies, blueprints, plans and specifications in connection with the goods shall remain the sole property of Seller.

15. APPLICABLE LAW - Any order shall be governed in all respects by the laws of the State of Ohio.

16. WAIVERS - Waiver by Seller of a breach of Buyer of any provision hereof shall not be deemed a waiver of future compliance therewith, and such provisions, as well as other provisions hereunder, shall remain in full force and effect.

17. NO MODIFICATIONS OF TERMS AND CONDITIONS - This contract constitutes the entire contract of sale and purchase of merchandise named herein. No modification of this contract shall be of any force or effect unless in writing and signed by the party claimed to be bound thereby and no modification shall be effected by the agreement or acceptance by Seller of purchase order forms containing different conditions. No representative of Seller has authority to change this contract, which relates to all goods delivered, whether sold, delivered as samples or otherwise. In entering into this agreement, Buyer acknowledges that it has not relied upon any representations by Seller or on behalf of Seller, whether verbal or written, which have not been set forth in this contract.

D. Limited Warranty

1. ALL PRODUCTS SOLD BY SELLER ARE WARRANTED FOR A PERIOD OF ONE YEAR (3-YEAR LIMITED WARRANTY ON BULK BOXES AND PALLETS) FROM THE DATE OF SHIPMENT TO THE ORIGINAL BUYER TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE - Seller's liability under this warranty is limited to the cost of the repair or replacement of any products which fail to comply with foregoing warranty, or refund of the purchase price therefor, at Seller's option, and in no event shall Seller be liable for any consequential damages claimed as a result of any breach of the foregoing warranty. This warranty is contingent upon Buyer's compliance with Seller's Customer Claim Procedure. THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. LIABILITY LIMITATION - IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO REIMBURSEMENT OF THE PURCHASE PRICE AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGE) SHALL BE AVAILABLE TO IT, IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER. SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS IN QUESTION.

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