

GENERAL TERMS AND CONDITIONS

1. **PRICES, TAXES.** THE PRICES FOR THE PRODUCTS OR SERVICES COVERED BY THIS SALES ORDER ('Order') ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE PRICES IN EFFECT AT THE TIME OF EACH SHIPMENT. Buyer shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Buyer of such products or services.
2. **WARRANTIES.** As to its products at the time of shipment, Seller warrants good title, freedom from defects in material and workmanship and conformance to its standard specifications and those stated on the front of this Order. SELLER makes no other warranties, express or implied, written or oral, including but not limited to warranties of merchantability or fitness for any purpose. Buyer shall promptly notify Seller of any suspected breach of Seller's warranties and hold the products for Seller's inspection. Products may not be returned by buyer without written authorization from Seller.
3. **LIMITATION OF LIABILITY.** SELLER'S EXCLUSIVE LIABILITY FOR THE BREACH OF ANY OF ITS WARRANTIES SHALL BE TO REPLACE NONCONFORMING PRODUCTS AT THE ORIGINAL POINT OF DELIVERY, TO REPAIR NONCONFORMING PRODUCTS OR TO REFUND BUYER'S PURCHASE PRICE FOR THE NONCONFORMING PRODUCTS. WHICHEVER OPTION SELLER SELECTS, SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM IN ANY WAY CONNECTED WITH THIS ORDER SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PARTICULAR PRODUCT OR SERVICE UPON WHICH SUCH LIABILITY IS BASED, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT (INCLUDING, BUT NOT LIMITED TO FAILURE OR DELAY IN PERFORMANCE OR DELIVERY DUE TO ANY CAUSE WHATSOEVER), TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY INCIDENTAL CONSEQUENTIAL SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF PRIOR DEALINGS, ANY CLAIM BY BUYER SHALL BE WAIVED UNLESS PRESENTED IN WRITING TO SELLER WITHIN 60 DAYS FROM THE DATE OF DELIVERY OR WITHIN SUCH OTHER TIME PERIOD AS SELLER MAY HAVE PROVIDED IN WRITING.
4. **PAYMENT TERMS.** Payment terms shall be as stated on the front of this Order. Payment shall be made to a bank or other institution designated by Seller but shall not constitute final settlement of Buyer's account until accepted as such by Seller, even if Buyer's check, draft or money order provides otherwise. If buyer fails to make timely payments or if, in Seller's opinion, either the financial condition of Buyer or Buyer's affiliates or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies (I) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (II) terminate this Order, in which event unpaid invoices shall become immediately due and payable. As to any party, the term "affiliates" means any corporation, partnership, trust or other entity controlling, controlled by or under common control with such party. Buyer agrees to pay the maximum lawful service charge which may be assessed by the Seller on unpaid invoices for their due dates and Seller's reasonable costs of collection including, but not limited to, reasonable attorney's fees.
5. **SETOFF.** Seller shall be entitled to setoff any amount owed by Buyer or by any of buyer's affiliates to Seller or to any of Seller's affiliates any amount payable by Seller in connection with this Order.
6. **TITLE, RISK OF LOSS.** Except as provided in section 12, title to and risk of loss of the products covered by this Order shall remain with Seller until delivery is made as defined in section 11. Title to products stored by Seller as security for payment or otherwise shall not pass to Buyer.
7. **FORCE MAJEURE.** Seller shall not be liable for failure or delay in performance under this Order due in whole or in part to causes as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or governmental approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of Seller, whether or not of the kind specifically enumerated above. Under any such circumstances, Seller shall have the additional time needed to complete this Order and the right to allocate its available supply, in the manner it selects, to itself and among any or all customers, including, but not limited to, its subsidiaries and affiliates.
8. **INFRINGEMENT.** Products covered by this Order carry a license, under Seller's intellectual property rights (i.e., patents, trademarks, copyrights and proprietary information), to use or resell them in the form sold, but no other license. As to products in Seller's standard line, Seller shall defend and indemnify Buyer against claims that their use or sale in such form infringes U.S. Intellectual property rights. As to other products, Buyer shall defend and indemnify Seller against claims that (I) products made as specified by Buyer or including printed matter approved by Buyer infringe intellectual property right and (II) products exported by Buyer infringe foreign intellectual property rights.
9. **SHIPPING TOLERANCES.** Except as otherwise provided in Seller's price data publications, the total Order and each delivery shall be subject to a shipping quantity tolerance of +/- 10 percent.
10. **EQUIPMENT.** Extrusion dies, tools, printing plates or cylinders and other equipment manufactured or acquired by Seller to fill this Order shall remain Seller's property and in its sole possession and control. Any die service or other equipment charges assessed by Seller are for the use of such equipment and convey no ownership or intellectual property rights to Buyer. If Seller had not made shipments to Buyer of products made with such equipment for a period of one year or if Seller discontinues manufacturing products with such equipment, Seller may dispose of such equipment after 30 day's prior written notice to Buyer. Until then, Seller shall keep such equipment available to fill Buyer's orders.
11. **DELIVERY TERMS.** Delivery terms stated on the front of this Order are defined in Section 2-319 of Uniform Commercial Code and ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THOSE IN EFFECT AT THE TIME OF EACH SHIPMENT. F.O.B. destination shipments shall be made only to locations in the contiguous 48 United States served by common carrier nearest the SHIP TO address. Additional costs for special handling or routing specified by Buyer shall be for its account.
12. **EARLY AND DEFERRED SHIPMENTS.** Seller may, at its option, ship up to 14 calendar days prior to the estimated shipping date stated on the front of this Order. Buyer may defer shipments under terms mutually agreed to in writing with Seller and provided Buyer assumes the risk of any loss or deterioration of products that occurs after 30 days from such estimated shipping schedule date.
13. **CANCELLATION.** Upon receipt of written notice from Buyer, Seller shall cancel this Order as instructed subject to Seller's right to continue processing raw or finished materials to the point at which processing can be halted with the least disruption and cost to Seller. Buyer shall pay the cancellation charges invoiced by Seller.
14. **NUCLEAR USE.** The products covered by this Order are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Buyer shall not use these products for such purposes, or permit others to use these products for such purposes, unless such use is agreed to in writing by the Seller. If any such use occurs without Seller's written agreement, Seller disclaims all liability for any nuclear or other damages, injury or contamination, and Buyer shall protect, defend and indemnify Seller, Seller's affiliates and the directors, officers, employees, agents and representatives of Seller and its affiliates from and against any and all claims, losses, damages, costs, actions, judgements expenses and liabilities of every kind and nature whatsoever (including, without limitation, attorneys' fees and costs, and expenses of defense) which, either directly or indirectly, are in any way connected with, arise out or result from such use.
15. **WAIVER.** Seller shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Seller or of any other right, power, privilege or remedy. No exercise or partial exercise of any other right, power, privilege or remedy shall preclude any other or further exercise thereof by Seller or the exercise of any other right, power, privilege or remedy by Seller.
16. **GOVERNING LAW.** The laws of the State of Georgia shall govern the validity, interpretation, construction and effect of this Order without regard to its conflicts of laws and principles.
17. **GENERAL.** This Order contains the entire agreement of the parties with respect to the products or services covered by this Order, and all previous contracts, purchases orders, proposals, discussions and communications relating to the products or services covered by this Order are superseded except to the extent that they have been incorporated by direct reference. This Order may not be amended without Seller's written consent. If any provision of this Order, whether a paragraph, sentence or a portion thereof is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision will be deemed to be severed, and the remaining provisions of this Order shall remain in full force and effect, The headings in this Order are for convenience of reference only and shall not affect its interpretation or construction. Any errors incorporated in or appearing on this Order are subject to correction by Seller.