

## TERMS AND CONDITIONS

1. **Entire Agreement.** These Terms and Conditions shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Green Bay Packaging Inc. ("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are hereby expressly rejected.
2. **Shipment, Title and Risk of Loss.** Unless otherwise mutually agreed in writing, shipment shall be F.O.B. Origin. Title and risk of loss pass from Seller to Buyer upon delivery to a carrier.
3. **Freight.** Shipments are F.O.B. Origin, with full freight allowed on shipments of 9 MMSI or more. Inventory and non-inventory items may be combined to meet the 9 MMSI minimum requirement for full freight allowed shipments, provided entire order is shipped at one time from one location to one destination. For all shipments fewer than 9 MMSI terms are F.O.B. Origin, freight prepaid and added, in which the shipping and handling charges shall be added to the face amount of the invoice.
4. **Payment.** Net 30 days following the date of invoice. 1% discount on payments received within 10 days of date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full.
5. **Taxes and Other Charges.** In addition to any price herein provided, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the goods sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.
6. **Cancellation or Default by Buyer.** This order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this Agreement or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform or on an inability to perform its obligation hereunder, Seller may at its option terminate this Agreement as regards further shipments and thereupon all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default.
7. **Force Majeure.** Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control. If by reason of any such circumstance, Seller's supply of the goods herein specified shall be insufficient to meet all requirements, including its own, Seller shall have the right, at its option and without liability, to allocate its available supply of goods among its present and future customers, including Seller's affiliated divisions and companies, in such manner as Seller deems equitable.
8. **Limitation on Warranty and Remedies.** Seller warrants that the goods to be sold hereunder will conform to the description on the face hereof, and any specifications provided in writing to Buyer and will be of Seller's standard quality. Buyer represents that it has used its own independent skill and expertise in connection with the selection and use of the goods purchased pursuant to this Agreement, and that it will independently determine the suitability for each use for which it is purchased. When UL recognition is provided to Buyer, goods will meet applicable guidelines of Underwriting Laboratories. **THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THE GOODS ARE NOT IN COMPLIANCE WITH SELLER'S WARRANTY HEREUNDER, BUYER'S SOLE REMEDY SHALL BE A CREDIT FOR THE COST OF SUCH GOODS OR, AT SELLER'S OPTION, REPLACEMENT OF SUCH GOODS. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. All warranties and certifications are made by Seller to Buyer and to no other parties including, but not limited to, Buyer's customers and any other end users.**
9. **Limitation of Actions.** Any claim must be made in writing within 10 days after receipt of goods, if for quantity, or within 30 days after receipt of goods, if for quality, loss of or damage to goods, and the goods must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment hereunder, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. No claim may in any event be made after goods have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.
10. **Returns and Transit Damage Claims.** No goods may be returned to Seller without Seller's written consent. Goods returned without Seller's prior written authorization will be refused. Buyer must note any shortage or damage on the delivery receipt at the time of delivery. Any concealed damage must be reported to the delivering carrier within 5 days, and the entire package must be retained at Buyer's place of business until after a damage inspection report is issued by the carrier. The following documents must accompany any transit damage claim: original paid freight bill; original or certified copy of the original bill of lading; copy of the invoice for the shipment; copy of the destination inspection report or delivery receipt noting the shortage or damage.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Wisconsin, U.S.A.
12. **Amendment.** This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.