

TERMS AND CONDITIONS OF SALE

1. All sales are final upon the issuance by Ex-Tech Plastics, Inc(hereinafter the "Company") of this confirmation and no order or part thereof may be cancelled or modified by the customer in any respect without the express written consent of the Company. Upon the acceptance of any material from Company, customer shall be deemed to have read, understood and accepted the terms and conditions herein.
2. The price set forth herein is subject to increase as permitted by law to the extent of increase in the cost of manufacture between the date hereof and the date of delivery.
3. The customer shall be responsible for and pay all freight, shipping, and insurance costs and charges for delivery beyond the stipulated FOB point. Any arrangements of service undertaken by the Company for such shipment and delivery will be rendered solely for the account of the customer and any such sums which the Company may advance in connection there with may be added to the invoice for the material or separately billed to the customer by the Company.

Any and all sales, use, excise or other tax imposed by any governmental authority arising out of or relating to the sale or to the material sold and delivered will be the sole responsibility of the customer and is not included in the quoted price. The customer shall pay or reimburse the Company for such tax in which the Company may be required to collect and the Company shall have the right to add to the invoice or separately bill the customer for the amount of such taxes. If the customer is exempt from any taxes otherwise applicable, a satisfactory certificate of exemption must be presented to the Company before invoicing.

4. Payment of the purchase price of the order, together with the amount of any taxes and/or freight, shipping, and insurance costs included will be due and payable in full to the Company as stated on face. All sums for which the Company may separately bill the customer will be due and payable in full immediately upon the customer's receipt of such bill. Any bill not paid in full within thirty (30) days of Company mailing bill to customer via U.S. Mail, shall be deemed delinquent. All delinquent payments shall accrue interest at the rate of 18% per annum.

Sales on credit are subject in all cases to final approval of the Company at or before the time of shipment of an order. The Company reserves the right in any case, upon notification to the customer, to require from the customer before shipment is made, payment in cash of the full purchase price or such amount thereof as the Company may determine, when the judgment of the Company the customer customer's financial condition is such that credit should not be extended. If the Customer fails to make any such cash payment requested by the Company or if the customer fails to make any payment when due, the Company may at any time refuse to deliver any part of the merchandise except against payment in cash. Upon failure of the customer to make any cash payment within ten days after written request therefore, the Company may, at its option cancel the order or sell all or any part of undelivered material ordered without notice at public or private sale, holding the customer responsible for any deficiency.

5. All shipments will be made F.O.B. the stipulated point. Upon delivery by the Company to the carrier at such point, all risk of loss and damage will be borne by the customer. Title to all material sold, hereunder shall be retained, however, by the Company until the Company has received full payment therefore in accordance with the terms of payment set forth herein.
6. Any times for shipment or delivery stated to the customer are estimates only based on the Company's scheduling requirements and are not guaranteed.

The Company shall have no liability or obligation to the customer or any other person for any loss or damage of any kind arising out of any delay in making or failure to make shipment or delivery of any order where such is the result of any act of God or the public enemy, strike or labor dispute, accident, inability of the Company to receive or delay in receiving raw materials, request, order or action of any government labor dispute, accident, inability of the Company to receive or delay in receiving raw materials, request, order or action of any government authority or agency, or any other cause or circumstance, the availability of the material ordered hereby is partially or wholly curtailed or if the Company shall otherwise be unable to make delivery as provided herein, then delivery may be either proportionately (the Company allocating its available supply among its customers in such manner as the Company deems fair and equitable) or wholly suspended and resumed upon removal of the impeding cause, or the Company may cancel the customer's order or such part thereof as remains undelivered, without further obligation to the customer.

7. The only warranty made to the Customer is, at the Company's option, either to supply replacement items for any material which is shown to have been improperly manufactured by the Company or to allow credit for any such item at the price charged by the Company therefore. The Company's liability under this warranty shall in no event exceed the amount of such price charged for the material.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE BY THE COMPANY. THE COMPANY WILL HAVE NO OBLIGATION OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

The Company will not be bound or liable in any manner for any representation or warranty made by any person, except as specifically set forth herein.

8. Any claims with respect to damaged or defective material must be made to the Company in writing within one hundred twenty (120) days after the date of the invoice. Any material approved for return is shown on a Company issued RMA. Material that is approved to be returned must be received by the Company no more than sixty (60) days from the date of the RMA. If no such written complaint is received, Customer shall be responsible for payment of the full cost of such material.
9. The products and/or services covered by this order have been produced in compliance with Section 12(A) and all other requirements of the Fair Standards Act of 1938, as amended.
10. Any and all claims arising from the materials purchased by customer shall be settled in the Courts of the 22nd Judicial Circuit, McHenry County Illinois. Company shall be entitled to recover any and all costs, including reasonable attorneys' fees in relation to the enforcement of these terms and conditions. Company reserves the right to enforce these provisions through any suit, in equity or in law, and shall not be limited to the means by which delinquent accounts are collected.
11. There are no understandings between the Company and customer with respect to the material ordered other than those set forth herein, which represents the entire agreement of the parties. No modification shall be binding unless made in writing, signed by the party to be charged, and no waiver by either party of any required performance or default by the other of any terms and conditions hereof shall be deemed a waiver of any subsequent required performance or default.